

**NEGOTIATED AGREEMENT**  
**BETWEEN**  
**NATIONAL OCEANIC AND ATMOSPHERIC**  
**ADMINISTRATION**  
**MARINE OPERATIONS CENTER**

**AND**

**SEAFARERS INTERNATIONAL UNION**

**Effective Date: May 2, 2011**

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**ARTICLE 1**  
**BASIC AGREEMENT**

This Agreement is entered into this 22<sup>nd</sup> day of March 2011, between the U. S. Department of Commerce, National Oceanic and Atmospheric Administration, Marine and Aviation Operations, hereinafter called the "Employer" and Seafarers International Union (SIU), Atlantic, Gulf, Lakes and Inland Waters District/National Maritime Union, AFL-CIO hereinafter called the "Union."

WITNESSETH:

In consideration of the rights and obligations herein set forth, the parties hereto, intending to be bound hereby, agree as follows:

Whereas, it is the intent and purpose of the parties to promote and improve the efficient administration of the Federal Service and the well-being of employees within the meaning of Title VII, Public Law 95-454, Federal Service Labor-Management Relations, to establish a basic understanding relative to personnel practices, and policies, and matters affecting conditions of employment and to provide means for discussion and adjustment of grievances and other matters of mutual interest and concern to employees of the Employer,

Now, therefore, the parties agree as follows:

**ARTICLE 2**  
**RECOGNITION**

**SECTION 1.** The Employer hereby recognizes that the Union is the exclusive representative of all employees in the Units defined below, for the purpose of negotiation and enforcement of this Agreement and any supplements, subject to Section 2 below.

**SECTION 2.** In accordance with the exclusive recognition granted pursuant to Title 5, Chapter 71, United States Code, Amendment of Certification of Representative, issued by the Federal Labor Relations Authority, dated June 30, 2004, Management hereby affirms the recognition of the Union as the exclusive representative of the employees in the two bargaining units as follows:

Unit I: Employees of vessels under the jurisdiction of the Director, Marine Operations Center, except those identified as excluded. (This includes Engineering Electronic Technicians which are different from the excluded Electronic Technicians.)

Unit II: All Chief Stewards, Chief Boatswains, Chief BM/Fisherman, Chief Survey Technicians employed by the National Oceanic and Atmospheric Administration, NOAA Marine and Aviation Operations.

**SECTION 3.** The following vessel employees are not included in the bargaining units:

- A. All Masters and Mates
- B. All Chief and Assistant Engineers
- C. All Chief Yeomen (which are no longer authorized in NOAA)
- C. All Electronic Technicians
- D. All employees represented under exclusive recognition by any other union.
- E. All intermittent or seasonal employees whose appointments are limited to three (3) months or less.
- F. All management officials, supervisors, and employees described in 5 U.S.C. 7112(b) (1), (2), (3), (4),(5),(6) and (7).

## **ARTICLE 3**

### **PRINCIPLES AND POLICIES**

**SECTION 1.** The Employer and the Union agree that each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under the Civil Service Reform Act of 1978, Title VII, Labor Management and Employee Relations, such right includes the right:

- A. To act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities; and
- B. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under Title VII, the Federal Service Labor Management Relations Statute.

**SECTION 2.** It is agreed that: Pursuant to Section 7106(a) of the Statute, nothing in this Agreement shall affect the authority of Management to determine the mission, budget,

organization, number of employees, and internal security practices of the agency and in accordance with applicable laws:

A. To hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

B. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

C. With respect to filling positions, to make selections for appointments from;

1. among properly ranked and certified candidates for promotion, or
2. any other appropriate source;

D. To take whatever actions may be necessary to carry out the agency mission during emergencies.

**SECTION 3.** The Parties agree to observe any active Executive Order regarding Labor-Management relationships, including E.O. 13522, including any that may be issued subsequent to current negotiations over this article/contract.

**SECTION 4.** The provisions of this Agreement are not intended to alter the Employer's authority to assign work in accordance with 5 U.S.C. §7106(a) (2) (B), and are not to be construed as doing so. Although the duties of specific wage marine positions are indicated in Articles 36 through 39 herein, they have been specified only to indicate the normal duties customarily assigned to these positions aboard ship. In doing so, the Employer and the Union seek to ensure the proper application of prevailing maritime industry pay practices in accordance with 5 U.S.C. §5348a, including but not limited to the application of premium pay.

**SECTION 5.** Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization; or to pay money to the organization except pursuant to a voluntary, written, authorization by an employee for the payment of dues through payroll deductions.

## **ARTICLE 4**

### **MUTUAL RIGHTS AND OBLIGATIONS**

**SECTION 1.** The Union, having been recognized as the exclusive union representative of the employees described in Article 2 above, shall:

A. Be entitled to act and negotiate agreements covering all employees in the unit, and shall be responsible for representing them without discrimination and without regard to membership in the Union.

B. Be afforded the opportunity to be represented at formal discussions between representatives of the Employer and employees or their representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of the employees.

C. Be given the opportunity to be represented at any examination of an employee in the unit by a representative of the agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests Union representation.

**SECTION 2.** The Employer and the Union shall meet at reasonable times and confer with respect to personnel policies and practices and matters affecting working conditions so far as may be appropriate, subject to law and policy requirements, including but not limited to, such matters as safety, training, employee-management cooperation, employee services, the methods of adjusting grievances, appeals of grievance decisions, granting of leave, promotion plans, demotion practices, policy on pay within the limits of administrative discretion permitted by law, Commerce Department and NOAA regulations, reduction-in-force practices, and hours of work. This extends to negotiation of this Agreement, or any question arising there under, and the execution of a written Memorandum of Understanding incorporating any agreement reached by the parties.

**SECTION 3.** The Employer and the Union agree to expend maximum efforts to maintain sound and cooperative relationships. The Employer will give prompt attention to inquiries received from accredited representatives of the Union, and in turn, will receive the same consideration on requests directed by the Employer to the Union or its representatives. The Employer will continue to make appointments to positions for which Union members and employees represented by the Union are eligible in accordance with merit principles and applicable Office of Personnel Management, Commerce Department, and other laws, rules and regulations, on the basis of merit and ability. The Employer, as it may deem necessary, agrees to consult with the Union in determining recruitment sources for applicants.

## **ARTICLE 5**

### **UNION REPRESENTATION AND RIGHT OF VISITATION**

#### **SECTION 1.**

A. The Employer agrees to recognize the Union officers and all other representatives of the Union, and further agrees to recognize, aboard each Class III and larger vessel, one delegate from each of the Deck, Engine, Survey and Steward Department, and a Chairperson. This shall comprise the "ship's committee." The Chairperson shall be one of these four delegates or may be from one of the other represented departments. Thus, each Class III and larger vessel may have up to four delegates, one of whom will be designated as the Chairperson. Aboard these vessels the Chairperson will represent those employees who do not have an individual department delegate. The unlicensed Department Heads may be represented by a delegate of their choice. The Employer further agrees to recognize, aboard each Class IV and smaller vessel, one delegate who shall represent all employees covered by this Agreement. Thus, each Class IV and smaller vessel may have one delegate.

B. When possible, the Union shall inform the Employer in writing of those chosen/elected as representatives of the Union. Each ship command will be kept notified of the ship delegates, including designation of the Chairperson. Notification shall also be given for each change that occurs.

**SECTION 2.** Any bargaining unit employee representing the Union in the negotiation of a collective bargaining agreement under Title VII, Civil Service Reform Act of 1978, shall be authorized official time for such purposes, including attendance at impasse proceeding, during the time the employee otherwise would be in a duty status. The number of employees for whom official time is authorized under this subsection shall not exceed the number of individuals designated as representing the Employer for such purposes. Per Diem and travel allowances will also be paid as agreed upon by the parties.

**SECTION 3.** Any activities performed by any employee relating to the internal business of the Union (including the solicitation of membership, elections of Union officials, and collection of dues) shall be performed during the time the employee is in a non-duty status.

**SECTION 4.** Non-duty hours as used in this Article shall mean time during which an employee is not expected to be actively engaged in performing official Government duties.

**SECTION 5.** Consultation with the Union's official representatives or delegates will normally be conducted during regular working hours, with reasonable time being granted to Union representatives to discharge their responsibilities under this Agreement without loss of pay.

Official time used in the performance of representational duties shall be recorded using a bilateral system to meet Office of Personnel Management requirements as follows:

A. An accurate daily log which lists the total time spent on representational duties by ship's delegates will be maintained.

B. The log shall be forwarded to the Executive Officer on a bi-weekly basis for review. The delegate shall initial the log. The time will be recorded in T&A.

**SECTION 6.** Union representatives may visit bargaining unit employees in a non-duty status aboard vessels covered by this Agreement for the purpose of discussing Union business and affairs subject to operational and security requirements as determined by the Commanding Officer of the appropriate Marine Operations Center (MOA or MOP) or Commanding Officer/Master when based elsewhere than home port. The Commanding Officer of the appropriate Marine Operations Center or his/her designated representative, or Commanding Officer/Master, under the circumstances noted above, shall grant permission for a Union representative to board a ship subject to the following conditions:

A. Subject to operational or security requirements, time shall be granted for the visit.

B. The Union representative may meet aboard the ship with the Union's ship committee or similar representatives, and with any other member of the Unit who is in a non-duty status and wishes to meet with the Union representative.

C. The Commanding Officer/Master of the ship shall designate a space aboard the ship for transaction of the Union's business or arrange for a room at the ship base.

D. Authority of the Commanding Officer/Master: It is understood and agreed that nothing contained in this Agreement is intended or shall be construed so as to restrict in any way the authority of the Commanding Officer/Master. Union meetings onboard ship are not a valid reason for an employee to leave the work station unless released by the Commanding Officer/Master. Permission shall not be unreasonably denied.

**SECTION 7.** For information purposes, the Commanding Officer/Master, or his/her representative or the gangway watch shall be informed by the Union representative upon completion of the visit.

## **ARTICLE 6**

### **DUES WITHHOLDING**

#### **SECTION 1. GENERAL**

A. This Article is for the purpose of permitting eligible employees who are bargaining unit members to pay dues through the authorization of voluntary allotments from their compensation. This Article covers all eligible employees:

1. Who are members in the Union;
2. Who voluntarily complete Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues; and
3. Who receive compensation sufficient to cover the total amount of the allotment.

B. The parties agree that the provisions of this Agreement are subject to, and will be governed by, applicable Federal laws, rules and regulations issued by the Office of Personnel Management, Federal Labor Relations Authority, and Department of Commerce regulations, and will be modified by any future amendments thereto.

#### **SECTION 2. MANAGEMENT RESPONSIBILITIES**

Management is responsible for:

A. Permitting and processing voluntary allotment of dues in accordance with this Agreement;

B. Notifying the Union of the current name and title of the appropriate WFMO contact who shall receive the Standard Form 1187 for processing.

C. Withholding dues on a per pay period basis;

D. Withholding new amounts of dues upon certification from the authorized Union official;

E. Transmission electronically of dues to the union.

F. Providing report of dues payment for each pay period which provides the following information:

1. The name of each employee for whom the deduction has been authorized to be made during the current pay period.

2. For each employee or group of employees the following information will be given to the extent applicable:

a. Amount withheld;

b. No deduction because employees' compensation insufficient to permit a deduction.

### **SECTION 3. LABOR ORGANIZATION RESPONSIBILITIES**

A. The Union is responsible for:

1. Informing its members on the voluntary nature of the system for the allotment of employee organization dues including the conditions under which the allotment may be revoked once a year;

2. Obtaining and distributing to bargaining unit members Standard Form 1187;

3. Notifying the servicing WFMO, in writing of:

a. Current authorized name and title of official who will make the necessary certification of Standard Form 1187 in accordance with this Agreement.

b. Any change in the amount of dues to be deducted.

B. Forwarding properly executed and certified Standard Form 1187 to the servicing WFMO on a timely basis; Management's internal distribution system will not be used for this purpose.

C. Promptly forwarding an employee's revocation (memorandum or Standard Form 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues) to the servicing WFMO when such revocation is submitted to the Union; and

D. Keeping the servicing WFMO informed of the name, title, and address of the allottee to which remittance should be sent. Until further notice this will be:

COMPTROLLER  
Seafarers International Union  
5201 Auth Way  
Camp Springs, Maryland 20746

**SECTION 4. JOINT STIPULATIONS**

A. The amount of the dues to be deducted as allotments from compensation may not be changed more frequently than once each twelve (12) months.

B. Administrative errors in remittance checks will be corrected and adjusted in the next remittances to be issued to the employee organization. If the Union is not scheduled to receive a remittance check after discovery of an error, the gaining party agrees to promptly refund the erroneous remittance.

**SECTION 5. EFFECTIVE DATES FOR ACTIONS UNDER THIS AGREEMENT**

The servicing WFMO will be responsible for coordinating the actions described under this Agreement prior to payroll processing. The effective dates for actions under this Agreement are as follows:

**Starting dues withholding**

First pay period after date of receipt of properly executed and certified Standard Form 1187 by the servicing WFMO; no more than once every twelve (12) months. An employee must remain on payroll deductions for one year after commencement of dues withholding.

**Changes in amounts of dues**

First pay period after receipt of certification by the servicing WFMO.

**Revocation by Employee:  
(Revocation may be made by use  
of SF 1188 or by memorandum.**

Employees on dues withholding for less than one year may revoke their dues withholding authorization effective the first pay period following their respective anniversary date (the anniversary date is the date dues were first withheld from pay). Notice must be received by the servicing WFMO no later than COB on the employees' respective anniversary date.

**Subsequent years:** Revocation will not be effective until the second full pay period following any successive anniversary date, provided the formal request is received no later than such anniversary date.

**Termination due to loss of membership in good standing.**

First pay period after date of receipt of notification by the servicing WFMO.

**Termination due to loss of exclusive recognition on which allotment was based.**

First pay period after date of receipt of notification by the servicing WFMO.

**Termination due to separation or movement to recognition area not covered by this Agreement.**

First pay period after date of receipt of notification by the servicing WFMO.

## **ARTICLE 7**

### **SCHEDULES AND ROSTERS**

**SECTION 1.** The Employer will provide the following information to the Union's designated representative, upon request but no more than quarterly:

- A. A tentative schedule of the Employer's vessels on a regular basis; and
- B. The name and rating of each bargaining unit employee by Employer vessel.

## **ARTICLE 8**

### **BULLETIN BOARDS**

**SECTION 1.** It is agreed that the Union, subject to such Employer regulations as may be issued, may distribute notices or post bulletins in designated areas aboard the vessel and in Marine Operations Center-designated offices.

**SECTION 2.** Literature posted or distributed on the Employer's ship or at shore installations will not contain language which is defamatory against the Employer, individuals, or activities of the Federal Government.

**SECTION 3.** Violation of the requirements of Section 2 above concerning content and distribution of literature will be grounds for revocation of this privilege.

## **ARTICLE 9**

### **EQUAL EMPLOYMENT OPPORTUNITY**

**SECTION 1.** The parties will not discriminate on the basis of race, color, religion, sex (including sexual harassment and pregnancy discrimination), sexual orientation, national origin, age (40 years of age and over), or disability (physical or mental).

**SECTION 2.** It is recognized by both parties that quarters assignments may be changed aboard the vessel where necessary to accommodate men and women in accordance with NOAA policy.

## **ARTICLE 10**

### **STANDARDS AND JURISDICTION**

#### **SECTION 1. QUALIFICATION STANDARDS**

NOAA Wage Marine qualification standards provide qualification requirements to be used in evaluating employees for employment, promotion or reassignment. They also provide brief descriptions of the work performed by the position.

#### **SECTION 2. NOAA STATEMENTS OF WORK**

NOAA Statements of Work will accurately reflect the duties being performed by each unlicensed wage mariner rating. The Work Statements will be updated as necessary. Additionally, the Work Statements will be distributed annually and will be available on the MOC web site. Unlicensed Wage Mariners will be given the opportunity to review and discuss their statements of work as well as their performance plans with their designated supervisor.

#### **SECTION 3. JURISDICTION**

A. It shall be the normal practice to assign unlicensed wage mariners to perform the customary and recognized duties as described in the Statement of Work for their respective

department and rating. Other mission-related duties within a department may be assigned to qualified members of that department in accordance with pay practices contained in this Agreement. Interdepartmental assignments may be made to qualified personnel if the aforementioned provision cannot be met.

B. The parties agree that, absent circumstances described below, it is not the intention to assign individuals to perform work routinely assigned to other unlicensed wage mariner positions.

C. Emergency duties or other duties related to the safety of the vessel, or due to extreme circumstances, may be assigned at any time without additional compensation.

D. Upon request, the parties will meet to discuss and review these statements of work and reasonable recommendations which reflect prevailing maritime industry standards may be considered by the Employer in revising the statements of work.

#### **SECTION 4. GENERAL VESSEL ASSISTANTS**

A. As recognized in the authorized work statement, the GVA shall be considered an entry-level rating, equivalent to an Ordinary Seaman (OS), Ordinary Fisherman (OF), Wiper, or Messman and shall perform the work described in the position description for those ratings.

B. The GVA rating may be utilized on a rotating, time-sharing basis in Deck, Engine and Steward Department. If the GVA is used on a rotating basis through the Department, it is agreed that the shortest period of assignment to a particular department should be four (4) continuous hours, such hours to commence at the beginning of the scheduled work day. The parties agree that it is intended that a GVA will be permitted to work the mid-day meal in the Steward Department, preceded or followed by work in the Deck or Engine Department.

C. When assigned or rotated to a department as dayworker, the hours of duty and working rules of the GVA will be those of the department to which assigned or rotated.

D. When determined to be qualified in accordance with the Work Statements of OS, OF or Wiper, a GVA may be assigned to a watch, other than a helm watch. The parties agree that it will not be the practice to alternate between daywork and watchstanding on a day-today basis.

## ARTICLE 11

### TEMPORARY PROMOTIONS

**SECTION 1.** Temporary promotions of qualified unlicensed employees will be made when such a position will be open for fourteen (14) calendar days or longer during the working season, and:

When there is a need for an employee to perform the full duties of a position during the extended absence of the incumbent,

To fill a position which has become vacant until a permanent appointment is made,

To assume responsibility for a higher grade position because of an increased workload for a limited period, or

To participate in a special project which will last for a limited period.

**SECTION 2.** In order to qualify for a temporary promotion, the employee must meet the qualification standards as described in the NOAA Qualification Standards Handbook and must possess the required endorsement certifications necessary for the position.

**SECTION 3.** Waiver of licensing requirements is not authorized in order to temporarily promote an unlicensed employee into a licensed position. The employee must possess the appropriate license, i.e. a Junior Engineer must possess a Third Assistant Engineer license in order to be temporarily promoted to that position

**SECTION 4.** When temporary promotions are made, they must be for at least one full pay period (14 days) and will begin at the beginning of the next pay period following receipt of the request to temporarily promote by the Workforce Management Office.

**SECTION 5.** However, it may not always be possible to start the temporary promotion on the exact date that the employee actually assumed the higher rated duties, since promotions under the NOAA/DOC systems begin on the first day of a pay period. Additionally, the NOAA/DOC pay system cannot accommodate temporary promotion of less than a full pay period (14 calendar days).

**SECTION 6.** Recognizing that the Employer may not be able to start an employee's temporary promotion on the same day he or she actually assumes the higher rated duties, the following procedure is agreed upon:

- The effective date of the promotion is within 30 days of the date the employee actually assumed the full duties of the higher rated position, and
- The promotion is for a period of not less than the length of time the employee actually performed the higher rated duties provided it's for fourteen (14) calendar days or longer.

**SECTION 7.** A temporary promotion is not appropriate, however, primarily for training or evaluating an employee in a higher level position. It may not be used to give an employee a trial period before promotion to decide among candidates for promotion or to train employees in higher grade duties.

**SECTION 8.** An unlicensed employee will be temporarily promoted for the expected duration of the need for his or her services in the higher rating.

**SECTION 9.** Employees temporarily promoted must be fully advised in advance, either orally or in writing, regarding the nature of the promotion and that when the promotion expires, he/she will be returned to a position equivalent in pay to their permanent rating. The temporary promotion will be documented on the "Notification of Personnel Action," Form SF-50B.

**SECTION 10.** Unless extended or shortened by the Employer, a temporary promotion ends on the specified date. The promotion will normally terminate at the end of the pay period in which the employee returns to his or her regular position.

**SECTION 11.** The Employer may utilize details to meet temporary staffing needs when necessary services cannot be obtained by other desirable or practical means such as a temporary recruitment, reassignment of an employee from within the organization, or when a higher position will be open less than fourteen (14) calendar days or a temporary promotion is not possible. Other details for the purpose of training, evaluation, or filling equal positions will normally be limited to a maximum period of 120 days unless prior approval from the WFMO is obtained.

## **ARTICLE 12**

### **PERFORMANCE APPRAISALS**

**SECTION 1.** Unit employees will receive their performance appraisal in accordance with the Department of Commerce Performance Appraisal System for the General Workforce (DAO 202—430) and this Agreement.

**SECTION 2.** Performance ratings will be based on an assessment of the results of the employee's performance against the standards/requirements communicated to the employee at the beginning of the appraisal period or during the rating cycle, (should they be changed) and documented in the employee's performance plan. The evaluation process will be clearly explained to the employee. The evaluation shall be in writing and the employee shall be given an opportunity to evaluate all the documentation used as a basis of the employee's rating. A copy of the evaluation shall be provided to the employee.

**SECTION 3.** The parties recognize that counseling benefits the employee, the appraising official, and the Employer, and may enhance an individual's chances for success. Should an employee's performance fall to the unacceptable level, he/she will be placed on a Performance Improvement Plan (PIP).

**SECTION 4.** Information on the Department of Commerce Performance Appraisal System and individual rights and responsibilities under the system are available on line at the NOAA Workforce Management website.

## **ARTICLE 13**

### **TRAINING**

**SECTION 1.** Whenever, consistent with the operational program of the vessel, and the Departmental training regulations, all unlicensed personnel may be given the opportunity to receive training in continuing education of their respective department, consistent with the availability of funds.

**SECTION 2.** When funding is available and in conjunction with management's discretion in formulating training plans, the Employer agrees:

A. At the request of the employee, to allow official time for schooling or tutoring leading to a recognized professional maritime certification/endorsement such as the Paul Hall Center for Maritime Training or any other accredited maritime training facility.

B. To reimburse the direct costs of training when the certificate/endorsement is obtained.

C. To permit the use of accrued leave scheduled in continuity with official time for these purposes.

D. That the benefits described in this Section will normally be limited to once per employee per 12 month period.

E. That granting of official time will be dependent upon presentation of proof of certification/endorsement.

**SECTION 3.** Employee receiving benefits under this Section agree to remain with the Employer for one (1) year after the date of award of the certification/endorsement or an upgrade, or reimburse the Government for all direct costs of training incurred, upon leaving.

**SECTION 4.** When new equipment is installed aboard NOAA vessels (ie. navigation systems, dynamic positioning, or scientific equipment, etc.), unlicensed wage-mariners who will be assigned to use such equipment will be provided appropriate training.

**SECTION 5.** Efforts will be made to schedule travel for training during paid hours, including consideration of allowing individuals to remain overnight upon completion of training to minimize excessively long hours of travel time added to the final training day. Impact on the organization will also be a consideration.

## **ARTICLE 14**

### **IMPASSES IN NEGOTIATIONS**

When agreement cannot be reached on a matter that both parties agree is negotiable, and after serious and diligent negotiations, then either party may request the Federal Mediation and Conciliation Service to furnish a mediator to meet with the parties, study the issues, and assist the parties in resolving the matters at issue. Any cost involved in obtaining the services of a mediator shall be paid by the Employer and the Union in equal share. When voluntary arrangements, including the services of the Federal Mediation and Conciliation Service or other third-party mediation, fail to resolve a negotiation impasse, either party may request the Federal Service Impasses Panel to consider the matter.

## **ARTICLE 15**

### **INFORMAL COMPLAINT PROCEDURE**

**SECTION 1.** The primary purpose of this Agreement is to maintain the issues and procedures herein established. The bilateral resolution of any dispute is to the advantage of all.

**SECTION 2.** Prior to the filing of an unfair labor practice complaint with the Federal Labor Relations Authority, and/or a formal Union/Management grievance, either the Union or Employer shall notify in writing the other party of the alleged violation. The charge shall contain a clear and concise statement of the facts constituting an unfair labor practice, or other

alleged violation, including the time and place of the occurrence of the particular act(s). The parties involved shall investigate the allegations so that all the facts are known and attempt informally to resolve the matter. If the parties are unable to dispose informally of the charge or issue within 30 calendar days from the date of receipt by the respondent, the complainant or Union/Management may file a complaint or grievance. In no event will this Section preclude either the Union or the Employer from filing an unfair labor practice charge, or other formal grievance, if the thirty (30) calendar day requirement in this Section would cause the unfair labor practice complaint to be untimely. In those instances, the thirty (30) calendar day requirement is reduced to a lesser period.

## **ARTICLE 16**

### **GRIEVANCE INFORMATION**

#### **SECTION 1. COVERAGE AND INTENT**

A. The Employer and the Union recognize the importance of settling disagreements and misunderstandings, whether at sea or in port, promptly, fairly, and in a manner consistent with the best interests of the employees and the employer.

B. Every effort will be made to settle disputes and/or grievances expeditiously and at the lowest possible level of supervision.

C. Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjustment of their grievances and appeals of grievances.

D. The parties agree to cooperate fully in processing grievances.

E. The grievance procedure shall be the sole method available to employees, the Union and Management for resolving grievances, unless other appeal procedures are available, in which case a choice between the available procedures must be made.

F. The parties may consider use of the NOAA alternative dispute resolution program at any point during the grievance procedure except for matters involving discipline, adverse action or contract interpretation. Any time limits specified in this article will be stayed during ADR mediation.

G. Throughout this grievance procedure "days" is defined as calendar days.

#### **SECTION 2. DETERMINATION OF A GRIEVANCE**

A. A grievance means any complaint:

1. By a bargaining unit employee concerning any matter relating to the employment of the employee;
2. By the Union concerning any matter relating to the employment of a bargaining unit employee;
3. By a bargaining unit employee, the Union or the Employer concerning:
  - a. The effect or interpretation, or a claim of breach of this Agreement; or
  - b. Any claimed violation, misinterpretation, or misapplication of a law, rule or regulations affecting conditions of employment.

### **SECTION 3. EXCLUSIONS**

- A. Excluded from the grievance procedure are the following:
  1. Prohibited political activities;
  2. Retirement, life insurance or health insurance;
  3. Suspension or removal for national security reasons;
  4. Examination, certification, or appointment;
  5. Position classification which does not result in loss of grade or pay;
  6. Termination of employees during the trial period or from a temporary or term appointment. (This does not preclude the Union from discussing the circumstances with the Employer.);
  7. Written or oral reprimands and suspensions of 14 days or less;
  8. Reduction in grade or pay;
  9. Furloughs of 30 days or less;
  10. Reduction in force;
  11. Warnings and proposed actions (This does not preclude an employee from having a Union or other representative as an advisor during a written or oral reply to a proposed action.);
  12. Content of published DOC, NOAA and OMAO regulations and policies;

13. Granting or failure to grant incentive awards or non-adoption of a suggestion;
14. Matters excluded by law or government-wide rule or regulation.

#### **SECTION 4. OTHER AVAILABLE APPEAL PROCEDURES**

In adverse actions (5 U.S.C. 7512), EEO discrimination complaints (5 U.S.C. 2302), and removal or reduction in grade for unacceptable performance (5 U.S.C. 4303), the employee may use either the negotiated grievance procedure or the statutory appeals procedure (but not both). The employee shall be deemed to have exercised his or her option at such time as the employee timely initiates an action under the applicable statutory procedure or timely files a grievance in writing in accordance with the provisions of the negotiated procedure, whichever event occurs first.

#### **SECTION 5. NON-REPRESENTED GRIEVANCE**

A. An employee or groups of employees may present their grievance(s) to the Employer and have them decided upon with or without the services of the Union; however any decision made in these circumstance may not be inconsistent with the terms of this Agreement. The Employer will, in a timely manner, notify the Union of the final decision of non-represented formal grievances. If the Union believes any decision violates the terms of the Agreement, the Union may grieve such decision under the terms of this article.

B. Employees who choose to present their own grievance(s) without intervention by the exclusive Union are not entitled to further review or consideration beyond the opportunity to present their grievances and have the matter adjusted, affirmatively or negatively. The decision of the Commanding Officer of the appropriate Marine Center, or designee, is final and all rights to arbitration are waived.

#### **SECTION 6. WORD PROCESSING SUPPORT**

Throughout this procedure, word-processing equipment and current word processing software shall be made available to employees for the preparation of a grievance. Grievances may be hand-written.

## ARTICLE 17

### STEPS FOR FILING GRIEVANCES

#### SECTION 1. TIME LIMITS

A. All time limits specified in this article are binding; however, nothing precludes mutual agreement to extend time limits documented in writing.

B. Failure of the Union, the grievant, or the grievant's representative to observe any time limit shall terminate the grievance, unless good cause for the failure is shown.

C. Failure of Management to observe any time limit shall allow the grievant to elevate the grievance to the next step.

#### SECTION 2. ALL GRIEVANCES (EXCEPT THOSE RELATED TO DISCIPLINE)

This is the process to use for all grievable issues, other than disciplinary matters (which are addressed below.)

A. **INFORMAL:** Whenever an employee considers himself or herself aggrieved over a matter arising over the application or interpretation of this Agreement, that employee shall discuss the matter with his or her immediate supervisor within fourteen (14) days of the date of the action or condition giving rise to the grievance. If the employee chooses, he/she may be accompanied by the ship's Union delegate when at sea, or by the ship's Union delegate and/or a Union official if ship is in port. The employee should indicate if they wish the matter to be considered a grievance. The supervisor shall give his/her decision within seven (7) days.

The informal process may be waived if the employee chooses to proceed directly to Step 1 of the formal grievance process.

#### B. **FORMAL GRIEVANCES:**

##### 1. **STEP 1:**

a. If the employee is not satisfied with the decision of the supervisor and elects to pursue the grievance further, he/she must submit the grievance in writing to the Commanding Officer/Master, within fourteen (14) days of knowledge of the grievance or receipt of the decision in the informal process. The formal written grievance must contain:

- Identity and title of the aggrieved employee;
- Declaration of employee's desire to be represented by the Union or not;

- Identification of Article, Section and subsection of this Agreement, or law, rule, or regulation, on which the grievance is based;
- A detailed statement of the facts which resulted in the grievance;
- The corrective action desired.

b. When a formal written grievance is received by the Commanding Officer/Master, the ship's Union delegate will be informed a grievance has been received. Should the grievant wish to make an oral presentation regarding the matter; the ship's Union delegate will be invited to be present during the meeting.

c. Within fourteen (14) days after receipt of the employee's formal written grievance, the Commanding Officer/Master or designee will provide a written decision on the matter to the employee.

d. If the grievant is not satisfied with the response, he/she may move to the next Step.

## 2. **Step 2:**

a. If the employee is not satisfied with the decision in Step 1 and elects to pursue the grievance further, he/she must submit the formal written grievance to the Executive Officer of the appropriate Marine Operations Center within ten (10) days of receipt of the decision in Step 1, unless there are communication problems, in which case the grievance must be submitted within ten (10) days of restored communication.

b. If the Union representative would like to make an oral appeal regarding this matter, he/she may do so by contacting the Executive Officer, or his/her designee, within (10) days of the Step 1 decision to schedule a meeting. The parties will attempt to hold such meeting, which can be conducted telephonically, within ten (10) days of receipt of the Step 2 grievance, or as soon thereafter as mutually acceptable.

c. Within fourteen (14) days of receipt of the Step 2 grievance, or the Step 2 grievance meeting, should one be requested and held, the Executive Officer of the appropriate Marine Operations Center, or his/her designee, shall inform the employee and the Union in writing of his/her decision.

d. If the Union not satisfied with the Step 2 decision, they may invoke arbitration in accordance with Article 18, Arbitration.

### **SECTION 3. EMPLOYEE GRIEVANCES REGARDING DISCIPLINARY ACTIONS OF 14 DAYS OR MORE, REMOVALS, ETC.**

A. **STEP 1:** If an employee elects to file a grievance regarding an adverse action rather than utilizing other available appeal procedures, the employee and/or union will submit the grievance, in writing, within fourteen (14) calendar days of the effective date of the action (i.e. effective date of the suspension, removal, etc.) to the Executive Officer, or his/her designee, of the appropriate Marine Operations Center (MOC). If the Executive Officer rendered the final decision on the adverse action, he/she will elevate the grievance to the Commanding Officer or his/her designee, of the MOC. The grievance must contain:

- Identity and title of the aggrieved employee;
- Declaration of the aggrieved employee's desire to be represented by his/her Union representative or not;
- A detailed statement of why the adverse action is being grieved; and
- The corrective action desired.

B. The union will be notified when a grievance is received and may provide a written response and/or make an oral presentation (which can be telephonic) on behalf of the employee within 14 calendar days of receipt of the grievance, unless the parties agree to a longer time period.

C. Within fourteen (14) days after receipt of the grievance, or the oral/written presentation, whichever is later, a written decision will be issued to the employee and union.

D. If the union is not satisfied with the final decision, they may invoke arbitration in accordance with Article 18, Arbitration.

### **SECTION 4. PROCEDURES FOR EMPLOYER OR UNION INITIATED GRIVANCES**

A. Employer grievances shall be initiated in writing by the Commanding Officer of the appropriate Marine Operations Center or his/her designee and presented to the Vice-President, Government Fleet Division, Seafarers International Union or his/her designee within 30 calendar days of the action or condition giving rise to the grievance. Decisions by the Union shall be rendered in writing within 30 calendar days following receipt of the grievance. Should the issue remain unresolved, arbitration may be invoked by the Employer.

B. Union grievances shall be initiated in writing by the Vice-President, Government Fleet Division, Seafarers International Union or his/her designee and presented to the

Commanding Officer of the appropriate Marine Operations Center or his/her designee within 30 calendar days of the action or condition giving rise to the grievance. Decisions by the Commanding Officer of the MOC, or his/her designee, shall be rendered in writing within 30 calendar days following receipt of the grievance. Should the issue remain unresolved, arbitration may be invoked by the Union.

## **ARTICLE 18**

### **ARBITRATION**

**SECTION 1.** If the Employer or the Union is not in agreement with the final grievance decision, then within fifteen (15) calendar days following the date of receipt of the final decision either party, upon written notice to the other, may refer the matter to arbitration. Arbitration shall be invoked only by the Employer or the Union. If arbitrability is in question, the matter shall be referred to an arbitrator for decision in accordance with the procedures outlined in the following paragraphs.

**SECTION 2.** Within seven (7) calendar days from receipt of an arbitration request by either party, the Union and the Employer shall confer for the purpose of endeavoring to agree on the selection of an arbitrator. If agreement cannot be reached, then either party may request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as arbitrators.

**SECTION 3.** The Union and the Employer shall confer within ten (10) workdays after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of seven and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator. The determination as to who shall strike first shall be made by the flip of a coin.

**SECTION 4.** Arbitration costs shall be shared by the parties as follows:

- A. Arbitrator's fee: shared equally by the parties.
- B. Adjunct arbitrator costs and costs of the hearing room: shared equally by the parties, if on other than Federal property and a cost is incurred.
- C. Travel and other costs for Management representatives and witnesses: paid by the Employer.
- D. Travel and other costs for Union representatives and witnesses: paid by the Union.
- E. Stenographic and other miscellaneous service costs: paid by the party that requires the services and shared equally if required by mutual consent.

**SECTION 5.** The arbitration hearing shall ordinarily be held during the regular day shift work hours of Monday through Friday; and the aggrieved as well as his or her representatives and witnesses employed by the Employer shall be in a pay status without charge to leave while participating in the arbitration proceeding, provided they would otherwise be in a duty status. Employee participants, including witnesses will be provided up to one day to prepare for his/her testimony.

**SECTION 6.** The arbitrator will be requested by the Union and the Employer to render a decision as quickly as possible, after the conclusion of the hearings unless the Union and the Employer otherwise agree. The arbitrator will furnish copies of the decision to the Union and the Employer.

**SECTION 7.** Either party may file exceptions to an arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by the Authority.

## **ARTICLE 19**

### **DISCIPLINARY ACTION**

**SECTION 1.** The Employer agrees that disciplinary actions may be taken only for such cause as will promote the efficiency of the service, must be supported by a preponderance of the evidence, and must be warranted by just and substantial cause. The employee will be advised specifically as to all details of the offense with which he or she is charged, so as to enable that employee to understand the charge and to defend against it. Information concerning disciplinary action is available on the NOAA Workforce Management website and the Code of Federal Regulations.

**SECTION 2.** Disciplinary notice or documentation of disciplinary action in an employee's file for which there have been no recurrences of the same nature in twenty-four (24) months shall not be used to support further disciplinary action.

**SECTION 3.** At any investigatory meeting where an employee is being questioned by a management representative and there is reasonable fear that disciplinary action may be taken, the employee is entitled to a union representative if he or she asks for such representative.

**SECTION 4.** When issued a proposed disciplinary or adverse action, employees are entitled to a representative of their choice in presenting a reply. This can be a union representative, an attorney, etc.

## **ARTICLE 20**

### **HOLIDAYS**

Legal holidays authorized by the Federal Government are as follows:

New Year's Day

Birthday of Martin Luther King, Jr.

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Veteran's Day

Columbus Day

Thanksgiving Day

Christmas Day

The foregoing list shall be revised or supplemented from time to time by any other day designated as a holiday by Federal statute or Executive Order.

## **ARTICLE 21**

### **SHORE LEAVE**

#### **SECTION 1. COVERAGE**

Employees who are regularly required to serve aboard an ocean-going vessel on an extended voyage are eligible for shore leave. An extended voyage is one which is of at least seven consecutive days duration.

**SECTION 2. EARNING RATES**

A. An employee earns shore leave at the rate of one day of shore leave for each 15 calendar days of absence on one or more extended voyages. For example:

<u>Duration of Voyage</u>	<u>Days Creditable for Shore Leave</u>
11	11
3	0
18	18
7	7
6	<u>0</u>
	36

In the above example, the employee has earned two days of shore leave and has six days credit toward completion of another 15-day increment.

B. A voyage begins either on the date an employee assumes his duties aboard an oceangoing vessel to begin preparation for a voyage or on the date he or she comes aboard when a voyage is in progress. The voyage terminates on the date he or she ceases to be a crewmember of the oceangoing vessel or on the date on which he or she is released from assignment of his or her duties relating to that voyage aboard the oceangoing vessel at the port or origin or port of final discharge, whichever is earlier.

C. Preparation for a voyage begins with the performance of duties which must be completed before a voyage can begin e.g., loading supplies. Preparation for a voyage contemplates the performance of duties which are of such a demanding nature that the employee will be confined to the vessel up to the time of sailing. It does not include time spent performing duties which are in the nature of maintaining the vessel between voyages.

**SECTION 3.** In computing days of absence, the Employer shall include:

- The beginning date of a voyage and the termination date of a voyage;
- The days an employee spends traveling to join an oceangoing vessel to which assigned when the vessel is at a place other than the port of origin;

- The days an employee spends traveling between oceangoing vessels when the employee is assigned from one vessel to another;
- The period representing the number of days within which an employee is reasonably expected to return to the port of origin when his or her oceangoing vessel's voyage is terminated, or his or her employment as an employee is terminated, at a port other than the port of origin;
- For an employee the days on which he or she is on sick leave when he or she becomes sick during a voyage (whether or not continued as a member of the crew) but not beyond the termination date of the voyage of the oceangoing vessel or his or her repatriation to the port or origin whichever is earlier;
- The days of approved leave from a vessel (paid or unpaid) during a voyage, but not beyond the termination date of the voyage.

#### **SECTION 4. GRANTING SHORE LEAVE**

An employee may request to use shore leave, subject to the approval of the supervisor to fix the time at which shore leave may be used. Shore leave may be granted during a voyage only when requested by an employee. Employees shall submit his or her request for shore leave in writing and whenever an employee's request for shore leave is denied, the denial shall be in writing.

**SECTION 5.** Shore leave is in addition to annual leave and may be accumulated for future use without limitation. The minimum charge for shore leave is one day and additional charges are in multiples thereof. Shore leave may not be the basis for lump-sum payment on separation from the service.

**SECTION 6.** The Employer shall not grant shore leave to an employee to be used as terminal leave, except the Employer may grant shore leave as terminal leave when the Employee's inability to use shore leave was due to circumstances beyond his control not due to his/her own account or omission.

## **ARTICLE 22**

### **MISCELLANEOUS**

#### **SECTION 1. ELECTION DAY**

When a vessel is in an American port on an election day, employees who are qualified registered voters shall be afforded an opportunity to vote in accordance with Federal Government personnel policy.

#### **SECTION 2. SEA SERVICE LETTERS**

Upon request, an unlicensed wage-mariner in any department shall receive a copy of their accrued sea time or service annually.

#### **SECTION 3. EMPLOYEE MAIL**

The Employer agrees to make every effort to ensure that employee mail received at Marine Centers and Port Captain offices is expeditiously forwarded to the next scheduled port of call when vessels are on voyages away from home port.

#### **SECTION 4. INTERNATIONAL DATE LINE**

A. If a vessel crosses the International Date Line from east to west, and a Saturday, Sunday, or holiday is lost, all dayworkers shall observe the following Monday or the day following a holiday. Watchstanders will be paid overtime in accordance with the principle of Saturday and Sunday overtime at sea. If the Sunday which is lost is a holiday, or if the following Monday is a holiday, then the following Monday or Tuesday will be observed.

B. However, in crossing the International Date Line from west to east, if an extra Saturday, Sunday, or holiday is picked up, only one of each Saturdays, Sundays, or holidays shall be observed and all crewmembers will be required to work without overtime on the so-called second Saturday, Sunday, or holiday, provided that if Sunday is also a holiday, the Sunday which is picked up shall be observed as such holiday.

#### **SECTION 5. TIME ZONE CHANGES**

A. The Commanding Officer may change the ship's clocks to conform to local time either when the ship enters a different time zone or when civil authorities impose seasonal alterations (for example, daylight savings time). The Commanding Officer may also change the ship's time to promote operational efficiency when local conditions, such as weather, make it advantageous to do so.

B. If a clock change occurs, affected employees will receive overtime for any hours actually worked beyond the normal 8 hour work day. In instances where a clock change occurs resulting in foreshortened hours of work less than an eight hour work day, provided work is available, employees may work the additional hours to complete the eight hour workday, or may elect to take leave, if available.

C. The actual method used to accomplish clock changes and associated watch scheduling remains the decision of the Commanding Officer. The most appropriate watch scheduling may be based upon local shipboard practices or maritime traditions.

## **SECTION 6. CONTRACTING OUT**

A. The Employer agrees to notify the Union at the time a decision is made to conduct an OMB Circular A-76 management efficiency review of its in-house organization, provided such review could ultimately impact negatively upon bargaining unit employees through a reduction in force or contracting out of employees' functions. Such notification shall include the rationale for conducting the review and the possible impact upon bargaining unit employees.

B. Should an A-76 management efficiency review result in a decision to proceed with an A-76 comparison, the Employer will, upon request, furnish the Union a copy of the A-76 performance work statement upon which both Government and commercial cost estimates must be based, at the time it becomes available to prospective bidders. The Employer will also advise the Union of any bidders conferences that are open to the public and the Union shall have the right to attend such conferences and, at its option, submit oral or written comments bearing on the subject matter to be discussed.

C. Employer decisions resulting from cost comparisons may be appealed by the Union in accordance with appeals procedures of the agency and OMB Circular A-76.

## **SECTION 7. WAR RISK BONUS.**

In case any vessel operated by NOAA or a NOAA vessel transferred to a military department, in time of national emergency, is subjected to conditions under which war risk bonuses (area, harbor attack, or vessel attack bonuses) as defined by the Navy's Military Sealift Command in Civilian Marine Personnel Instruction (CMPI) 610 are payable, bonuses shall be payable under the same rates and conditions as defined within the MSC CMPI.

## ARTICLE 23

### COMPENSATION

#### SECTION 1. GENERAL COMPENSATION

A. 5 U.S.C. 5348 provides that the compensation of officers and crews of vessels shall be fixed and adjusted from time to time as nearly as is consistent with the public interest in accordance with prevailing rates and practices in the maritime industry. Wage marine pay and pay practices are different than those which are prescribed for General Schedule or Wage Grade Federal employees.

B. The Union will provide to NOAA data on changes to industry pay rates and be responsive to wage data requests from the Employer. When these data are received, the Employer will review the NOAA pay rates.

C. Wage rates for new positions which may be established during the term of agreement shall result from survey and analysis of comparable positions, if any, within the maritime industry by NOAA officials who will advise and consult with the Union taking into account the “public interest” standard set out in 5 U.S.C. § 5348a.

D. The Employer agrees to meet with representatives of the Union periodically (at least annually) to discuss matters of mutual concern including prevailing rates and practices in the maritime industry. A meeting may be requested on a more frequent basis by either party. In this case, the request will be in writing and identify those matters to be discussed. Good faith consideration will be given by both parties to the topics under discussion.

#### SECTION 2. ADDITIONAL COMPENSATION

A. General. In addition to base pay, the following kinds of compensation may also be paid when authorized:

1. Overtime Pay - A rate as specified in the NOAA Wage Marine Pay Schedule payable for work performed outside the regularly established hours of work.

2. Penalty Time Pay - A rate as specified in the NOAA Wage Marine Pay Schedule payable for certain types of work as set out in other sections of this agreement. In any instance where penalty pay may be payable in addition to overtime, such work must be specifically authorized by management and be in accordance with provisions of this agreement.

3. Special Rates - There are additional special rates provided for in the Schedule of Special Rates for Vessel Employees of the National Oceanic and Atmospheric Administration for certain work covered in this agreement, i.e., dirty work, tank cleaning, and scuba diving.

**SECTION 3. AUTHORIZATION OF ADDITIONAL COMPENSATION**

A. Work for which overtime pay, penalty time pay, or a special rate may be paid shall in no case be worked without the prior authorization of the Commanding Officer/Master or his/her authorized representative. Form CD-81, Authorization for Paid Overtime and/or Holiday Work, and for Compensatory Overtime shall be used to document the request and approval of the additional compensation.

B. Each day, after previously authorized overtime and/or penalty time has been worked, each employee involved shall complete and submit to their Department Head a Daily Overtime Record. The original will be retained by the Employer. At the request of the unlicensed wage mariner, the Employer will either furnish a copy of each record or will report the total hours to him/her on a pay period basis.

**SECTION 4. APPLICATION OF ADDITIONAL COMPENSATION**

A. Unless otherwise specified, additional compensation, when authorized, is payable in addition to base pay during regular work hours.

B. No double overtime is payable under any conditions.

C. If work for which penalty pay is authorized under this agreement is performed when the employee is earning overtime, normally the higher rate shall apply. Questions regarding the proper application of this section may be addressed individually.

**SECTION 5. DISPUTED OVERTIME OR PENALTY PAY**

A. In the event a question arises as to whether work performed under proper direction is payable as overtime or penalty time, or if claimed overtime or penalty time is not paid, management personnel rejecting or disputing the overtime or penalty time shall provide in writing the reason for non-approval and provide a copy to the member when the determination is made.

B. Members of the Unlicensed Personnel must submit all disputed overtime or penalty time claims to the Executive Officer or Commanding Officer within five (5) calendar days following the end of the pay period in which the dispute occurred.

**SECTION 6. COMMENCEMENT OF OVERTIME**

A. Overtime shall commence at the time any employee shall be called to report for work outside of his or her regular schedule provided such member reports for duty within thirty (30) minutes. It is the intent of this language that employees report as soon as they are prepared to work. If the crewmember does not report within the thirty (30) minutes, for the purpose of pay, overtime will commence at the time the employee reports.

B. This provision shall not apply in the event the commencement of overtime is scheduled one hour following the conclusion of the regular watch or work day. In that event, the crew members having had a full hour for their meal shall report promptly at the beginning of the period for which overtime has been scheduled.

**SECTION 7. COMPUTATION OF OVERTIME AND PENALTY PAY**

Where overtime or penalty time actually worked is less than one (1) full hour, the employee will be paid the applicable rate for one (1) full hour. The crew member may be required to work the full hour. When the work period exceeds one (1) hour, the work performed shall be paid for in one-half hour periods and any fractional part of such period shall count as one-half hour. The crew member may be required to work for the full one-half hour.

**SECTION 8. CALL OUTS IN PORT**

In port, whenever an off duty unlicensed wage mariner is called out to work, such employee shall be paid a minimum of two (2) hours overtime. This provision shall not apply when such work is performed in conjunction with emergency duties, dinner relief, shifting ship or undocking for sea, and shall not result in pyramiding of overtime. In the Steward's Department, personnel off duty shall be deemed to mean outside the range of hours set forth in Article 39, of this Agreement.

**SECTION 9. CONTINUOUS OVERTIME**

When working overtime off watch and crew is knocked off for two (2) hours or less, the overtime shall be paid straight through, except as otherwise specified in this Agreement. Time allowed for meals shall not be considered as overtime in this clause.

**SECTION 10. COMPENSATION FOR OVERTIME**

The employee will elect whether overtime will be compensated by cash payment or compensatory time. As a general rule, payment for overtime (except compensatory time) shall be made on or before the end of the month following the month in which the work was performed.

**SECTION 11. COMPENSATORY TIME**

A. Compensatory time will be granted only when requested by the individual and approved by the Commanding Officer/Master or his/her designated representative. Compensatory time is granted equal to the exact amount of time worked, i.e., for each hour of overtime due, the employee shall be compensated by allowing one (1) hour of compensatory time. No employee may have more than eighty (80) hours of compensatory time to his/her credit. Exceptions may be granted in cases of emergency or other extenuating circumstances as outlined in NAO 202-550 or subsequent NOAA issuance.

B. Compensatory time must be used within 26 pay periods after the pay period in which it was earned. Failure to use compensatory time off to which entitled within this timeframe will result in payment for such unused compensatory time off in an amount equal to the amount of overtime pay the employee otherwise would have received at the time of accrual.

**ARTICLE 24**

**COMPENSATION**

**PENALTY RATES OR SPECIAL RATES**

**SECTION 1. HANDLING STORES**

A. The Officer-in-Charge shall determine the number of crew members required for handling ship's stores.

B. Normally, unlicensed deck department personnel will be responsible for loading ship's stores either ashore or aboard the ship during regular working hours (as described in the general working rules) without the payment of penalty pay. When sufficient deck department personnel are not available, personnel will be assigned from amongst unlicensed entry level personnel (GVA, OS, OF, Wiper) on the vessel. If additional personnel are still required, members of respective departments will be required to load the stores and equipment of their own department. When such work is performed after normal working hours or in excess of eight (8) hours, applicable overtime rates shall be paid.

C. Every possible effort will be made by the Employer to deliver all stores as closely as possible nearest to the vessel. Abuse of the term "nearest to the vessel" shall be determined in each case on its merit and penalty rates paid accordingly.

D. Members of the Deck Department will be responsible for operating cranes and other equipment used for the loading of stores.

E. Steward, Deck, Survey, and Maintenance Department personnel are responsible for moving and stowage of their respective stores and equipment from the vessel deck during normal working hours without the payment of penalty pay.

F. Engine Department stores and equipment will be handled by unlicensed members of the engine department, normally the GVA/Wiper and Oiler, followed by more senior ranking Engine Department personnel. If additional unlicensed personnel are required from other departments to assist in moving Engine Department stores or equipment into Engine Room storage spaces, penalty pay is authorized.

G. When required to handle stores in any circumstances which requires the loading of especially heavy gear or equipment without mechanical assistance (such as hydraulically operated cranes or forklifts) or in an instance when the loading of stores is required in extreme weather conditions or other unreasonable conditions, penalty pay shall be paid during normal working hours, Monday – Friday.

H. Where the Agency maintains storehouses for ship's supplies on the pier where the ship is berthed, unlicensed crewmembers (normally members of the Deck Department) may be assigned to carry reasonable stores from such storehouse on board the vessel during regular working hours, without the payment of penalty pay.

I. The Employer reserves the right at any time to use contract support personnel to handle ship's stores.

## **SECTION 2. REMOVING GARBAGE, TRASH OR RECYCLABLES FROM THE VESSEL**

A. **At Sea:** Trash, Garbage and Recyclables shall be collected from each Department and centrally stowed, away from crew's quarters without the payment of penalty pay.

B. **In Port:** Trash, Garbage and Recyclables removed from the central collection area to the pier shall be the assigned duty of the Deck and Steward Departments. With the exception of the GVA, Deck and Steward Department crewmembers assigned to this work shall be paid penalty pay. If staffing levels preclude the use of Deck and Steward Department personnel to do this work, other unlicensed wage mariners, may be assigned and penalty rates will apply.

C. Unlicensed members of the Engine Department may be assigned to go ashore for the purpose of removing Engine Room recyclables, such as scrap-stock metals, oily rags, spent lube oil, etc., and shall be paid penalty pay.

D. For the purpose of this Section, any burning, whether aboard the vessel or ashore shall be considered penalty work.

E. A minimum of one-hour penalty pay shall be paid in all cases and thereafter in ½ hour increments. Anything less than ½ hour is rounded up to the next ½ hour.

### **SECTION 3. SPRAY GUNS, SANDING MACHINES, HYDRO-BLASTING, SAND-BLASTING, OR CONTACT WITH CAUSTIC MATERIALS**

A. When unlicensed members of the crew are required to paint or spray oil with spray guns, use hand disc sanding machines for removal of paint or rust inside confined spaces; or perform hydro-blasting, sandblasting or any work which causes contact with hazardous, contaminated, or caustic material such as OSPHO, they shall be paid the penalty rate while performing this work during their regular working hours. If the work is performed on overtime, no penalty pay is authorized.

B. For the purposes of this agreement hydro-blasting shall mean equipment that generates over 4000 psig at the nozzle. When hydro-blasting, only the individual working with the nozzle shall be entitled to the penalty rate. When equipment requiring two or more crewmembers is being used to accomplish the work, such as spray guns or sandblasters, other than the small hand type, each crewmember operating the equipment shall receive the penalty pay. Penalty pay does not apply to the operation of self-contained cabinet type sandblasting equipment or when spray painting booths are utilized.

C. Appropriate personal protective equipment (PPE), such as goggles, respirators and coveralls, shall be provided and must be worn when performing the above tasks.

### **SECTION 4. DIRTY WORK**

Unlicensed personnel performing the below work shall receive the dirty work rate as specified in the Schedule of Special Rates for Vessel Employees of the National Oceanic and Atmospheric Administration.

- Entering boiler, condensers, engine air-boxes, lube oil sumps, receivers and plenums or a propulsion motor.
- Working in especially confining (crawl-in work) or dirty spaces, such as pipe systems, boiler furnace boxes, main engine air receivers, condensers, or the like.
- Working below deck plates or entering bilges or cofferdams fouled by petroleum products or sewage for the purpose of cleaning, painting or repair. (See Tank Cleaning section below for petroleum flood incidents).
- Work which causes contact with sewage or the dirty side of the waste disposal unit. This shall not be construed to be applicable to any other form of “waste disposal unit” other than that for handling sewage.

- With the specific exclusion of Wipers or Engine Room GVA's cleaning up petroleum product spills on deck.

## **SECTION 5. TANK CLEANING**

A. Under the circumstances specified below, Unlicensed Wage Mariners shall be paid the applicable tank cleaning rate as specified in the Schedule of Special Rates for Vessel Employees of the National Oceanic and Atmospheric Administration, in addition to their regular wages.

Entering any tank, in which water is regularly carried, for the purpose of cleaning or making repairs therein. The employer may use contract support gangs to do this work.

Entering any tank, sump, or bilge that have contained petroleum oil including hydraulic fluids, lube oil, bunkers, HFO, diesel or after the use of butterworth type system, for the purpose of cleaning or making repairs therein.

Entering the exhaust trunk casings for the purpose of cleaning or scaling.

Entering any void tank or cofferdam which has not contained water, petroleum oils, creosote, etc.

B. When tanks as described above are being cleaned and cleaning has been completed, a bonus of three (3) hours overtime at the specific overtime rate in effect, applicable to the various ratings, shall be paid.

C. In the event that the overtime rate, where applicable, is higher than the specified rate above, the higher rate shall be paid.

## **SECTION 6. WORKING BALLAST**

When members of the Unlicensed Personnel are required to discharge ballast other than ballast out of the holds, or handle, or discharge ballast on deck, including washing sand ballast off the decks with hoses, they shall be paid at the applicable penalty rate.

## **SECTION 7. DIVING**

Unlicensed Personnel assigned official diving duties must be certified in accordance with NOAA's Diving Program. Certified divers shall receive dive pay in addition to their normal base pay when performing diving duties. The dive pay rate is payable for each hour divers are physically under the water or under pressure in a hyperbaric chamber. When performing the duties of standby diver during regular working hours, the certified standby diver shall receive penalty pay for each hour performing these duties. When performing standby diver duties on overtime, penalty pay is not applicable.

## **ARTICLE 25**

### **GENERAL WORKING RULES**

#### **SECTION 1. GENERAL**

It is understood by both the Union and the Employer that since the ships are so different in general characteristics (size, intended use when constructed, date of construction, mission and other similar factors); one set of detailed rules in its entirety cannot be made applicable to all ships. For this reason the Employer reserves the right to modify, alter, or suspend any of the following rules or portion thereof when the Employer determines that compliance is impracticable because of a ship's physical characteristics. The determination that compliance is impracticable will be in writing and will set forth all reasons supporting such finding. The Employer will consult with the Union to consider suggestions designed to correct the situation prior to the implementation of any modifications, alterations, or suspension. The modification, alteration, or suspension will become effective upon approval of the Employer with a copy being furnished to the Union.

#### **SECTION 2. SAFE WORKING CONDITIONS**

A. In accordance with and as permitted by applicable regulations, the Employer shall furnish safety hats, gloves (nitrel, latex, etc.) goggles, respirators, breathing apparatus, dust masks, ear protection (sound) and other personal protective gear and/or devices necessary to provide safe working conditions. Crewmembers shall be trained in the use of the type of breathing apparatus equipment carried aboard their vessel.

B. The Employer agrees to provide appropriate protective clothing to assure safety to use when working with corrosives, acids and other toxic chemicals. The quantity of protective suits and gear shall equal 125% of the unlicensed wage marine personnel required to perform those duties. This clothing shall consist of rubberized protective suits, splash boots, gloves, and/or aprons, and goggles. Crew members must wear the provided equipment at all times while performing these duties.

C. The Union agrees that employees shall comply with all safety rules and regulations. It is the duty of both the Union and Management to ensure that safety rules are enforced. Union delegates will make every reasonable effort to be mindful of safety issues and report them to the Employer.

D. NOAA will comply with the standards of safety as described in the "Hazardous Materials, Emergency Response Guide Book" and the Material Safety Data Sheets (MSDS) information for any products handled by crewmembers.

E. Management recognizes the significance of proper handling of hazardous materials, as described in above-titled guide book, in the work place and will comply with applicable regulations and safety precautions when working with these materials. At the employee's request, the dates of exposure to hazardous materials shall be documented in his or her shipboard and Marine Center medical files.

F. When an employee believes that lack of safety and health equipment presents an imminent risk of serious bodily harm, the immediate supervisor is to be notified. If the situation is not resolved to the employee's satisfaction, it will be immediately referred to the next higher level of supervision who shall decide whether or not to cease the job. For field units, the officer in charge (OIC) is considered the supervisor. In situations where detached units cannot readily consult with the next higher level of authority, the OIC shall decide whether or not to cease the job. When Management determines that a job is to be continued, the ship's delegate shall be informed of the decision.

G. Survival suits shall be placed aboard the Agency's vessels pursuant to U.S. Coast Guard regulations.

### **SECTION 3. WORK CLOTHING**

The parties recognize the important role that neat and professional appearance can play in interactions with the public and appreciate that a positive public perception of NOAA's employees is critical to continued public support. Crewmembers will be responsible for wearing appropriate clothing for the duties assigned. Unless specifically addressed elsewhere in the contract, crew members will wear clothing appropriate for the working conditions. The Commanding Officer/Master, at his or her discretion, may require the wearing of clean pants in good condition and collared shirts during the change of command ceremony, official visits by senior DOC/NOAA management, or other visiting dignitaries.

### **SECTION 4. SAFETY SHOES**

In the event the Commanding Officer of a vessel determines that a work area poses a foot safety risk to employees, he/she may require the wearing of safety shoes which meet the American National Standards Institute standard. If this determination is made, employees will be required to purchase and wear the shoes at all times in the work area, even when not on duty. The Employer will annually provide up to \$75 for the purchase of such safety shoes under these circumstances.

### **SECTION 5. EMERGENCY DUTIES**

Any work necessary for the safety of the ship, crew, or for the saving of other ships, lives, or cargoes, shall be performed at any time on immediate call by any or all bargaining unit

members; and notwithstanding any provision of this Agreement which might be construed to the contrary, in no event shall overtime be paid or compensatory time allowed for work performed in connection with such emergency duties. This Section, however, is without prejudice to any rights of salvage which the employees may have. In the event all members of a department are not called out in an emergency, all personnel off watch who are called out to work shall be paid overtime.

#### **SECTION 6. FIRE, COLLISION, DAMAGE CONTROL AND LIFEBOAT (EMERGENCY) DRILLS**

A. Each employee shall be furnished a station billet card showing his or her duties and station for each emergency drill. The employee shall become familiar with its contents. Preparation for emergency drills, such as stretching fire hoses, hoisting and swinging out boats, and so forth, shall not be done prior to the signal for such a drill. Upon completion of emergency drills, all hands shall remain at their stations for the purpose of securing boats and gear, unless they are personally dismissed by the Officer in Charge previous to the regular dismissal signal. While at their emergency stations, employees may be instructed in their emergency duties.

B. It shall not be made a general practice to hold emergency drills exclusively on Saturdays, Sundays, or holidays in port or at sea. Except as noted in this section, no overtime shall be paid for work in connection with drills, inspections, or examinations required by law, including drills held within 24 hours from the time of departure, or emergency work required for the safety of the passengers, crew, ship, cargo, or another ship in distress. In port or at sea, when lifeboat or other drills are held on Saturdays, Sundays, or holidays, overtime will be paid except for such drills held within 24 hours from the time of departure, or where departure time and date do not permit required drills being held before the first Saturday, Sunday, or holiday after departure. If any crew member is already working on overtime at the time of the drill, overtime shall be continuous.

C. All unlicensed personnel shall report promptly for the debriefing after stowing gear used in the drill. Debriefing sessions prior to dismissal are considered part of the drill; however, they normally will be kept to a minimum of time and shall not last more than 30 minutes. Nothing will preclude a vessel from establishing a practice of requiring only key personnel to remain for the debriefing.

## ARTICLE 26

### GENERAL HOURS OF DUTY

#### SECTION 1. HOURS OF WORK

A. The standard workweek for all personnel covered by this Agreement shall be 40 hours per week, Monday through Friday, eight (8) hours per day respectively. Eight hours shall constitute a day's work. A day shall be reckoned from midnight to midnight.

B. All vessel personnel will be compensated at the prescribed overtime rates for all work performed in excess of eight (8) hours per day and for all hours worked on Saturdays, Sundays, and holidays unless specifically prohibited elsewhere in this Agreement.

1. Time spent in a travel status, while under official travel orders, is not considered to be "hours of work", and is not compensable as overtime.

2. Time spent in a government paid training program of over eight (8) hours per day or on Saturdays, Sundays, or holidays is not compensable as overtime.

C. Members of the unit will be permitted to accumulate, at their own request, compensatory time in accordance with Article 23, Sections 10 and 11, Compensatory time.

D. Arrival in Home Port. Every effort shall be made to grant approved leave or compensatory time to all requesting employees on day of arrival in home port.

#### SECTION 2. HOURS OF DUTY – DAYWORKING:

A. Normally, dayworking hours for all departments except the Steward Department shall be from 0800 to 1700, Monday through Friday, and on Saturdays, Sundays, and holidays, excluding meal hour periods.

B. If necessary to ensure the continued efficiency of operations, the parties agree the hours of work for dayworkers may be adjusted but shall be eight consecutive hours (excluding meal periods) scheduled during the 12 hour period 0600 to 1800. Additionally, the Commanding Officer/Master or his/her designee may consider adjusting hours within this 12 hour period at the expressed desire of the crew.

C. Any adjustment to operational start time shall be posted on the crew bulletin board no later than 1800 on the day before. The posted operational start time shall be considered the official start time for the following day.

D. **In Port:** The Commanding Officer/Master, or designee, may, at his/her discretion with reasonable notice, reduce the breakfast and/or lunch break for all hands to one-half hour

with resultant earlier "knock off" time if deemed to be in the best interests of the Government or is the expressed desire of the personnel assigned to the ship. No penalty meal hour will accrue in this case.

### **SECTION 3. HOURS OF DUTY – STANDARD SEA WATCH SCHEDULE**

A. The normal hours of duty for watchstanders, except as provided for elsewhere in this Agreement, shall be eight (8) hours per day, broken into two, four (4) hour watch periods separated by eight (8) consecutive hours of non-duty status for the full duration of the cruise. The watchstander shall be assigned to one of three standard sea watches.

B. All hours worked at sea in excess of eight (8) hours per day and all hours worked on Saturdays, Sundays, and holidays shall be paid at the overtime rate unless otherwise specified in this Agreement. Employees standing regular sea watch at sea on Saturdays, Sundays, and holidays will not normally be required to perform other work outside the duties for the safe navigation of the vessel or routine survey work. However, if such work is assigned on those days, the applicable penalty rate or overtime rate, whichever is higher, will apply. This does not apply to docking and undocking.

### **SECTION 4. HOURS OF WORK – SPECIAL WATCH SCHEDULE**

A. As operational necessity requires, the following rules may apply while at sea:

1. The hours of duty for a Watchstander on a special watch schedule shall be twelve (12) hours per day, excluding meal hour periods. Watches in this section shall commence at 0000 on the day after departure or upon arrival in the operating area and continue until 2400 on the final day of cruise operations or upon departure from the operating area. The Watchstander on a special watch shall be assigned to either two six (6) hour or one twelve (12) hour watch each day.

2. Duty performed in excess of eight (8) hours per day on Monday - Friday and for all hours worked on Saturdays, Sundays, or holidays shall be paid for at the overtime rate unless another higher rate is set forth for the work performed, in which case payment shall be at the higher rate.

3. Watchstanders on a special watch shall be provided three (3) fifteen minute paid breaks each day. Watchstanders on a special watch in excess of six (6) consecutive hours shall be provided one (1) hour unpaid meal break each day. The expectation is that employees will normally get the full hour meal break. If the meal hour period cannot be provided, a one half (1/2) hour unpaid meal break shall be provided with a payment of one half (1/2) hour of penalty pay (except as noted in Article 27, Section 2.C.)

## **SECTION 5. SEA WATCHES**

### **A. Securing Ship for Sea**

All ships must be safely secured before leaving the harbor limits for any voyage.

### **B. Setting Sea Watches**

1. On days of departure, sea watches shall be set one (1) hour before sailing time, but not later than noon on that day. When departure falls on a Saturday, Sunday or holiday afternoon, sea watches normally will be set at least four (4) hours before sailing time. When circumstances allow, this time frame may be shortened. Vessels are excluded from these time constraints when it is necessary to get underway unexpectedly for an emergency, operational exigency or in the event of impending severe weather.

2. Port Time conditions shall apply whether sea watches are broken or not.

3. Those personnel not needed on watch shall not be entitled to compensation if so notified by the Officer in Charge prior to sea watches being set.

### **C. Maintaining Sea Watches in Port**

When a vessel's stay in port is less than 24 hours, sea watches may be maintained at the discretion of the Commanding Officer/Master.

### **D. Breaking Sea Watches in Port**

1. Upon arrival in a port where the vessel is to remain for more than 24 hours, sea watches may be broken one (1) hour after the vessel is securely anchored, moored or made fast to the pier, but not later than the next turn of the watch. Watches shall run consecutively.

2. Any part of a standard sea watch performed Monday through Friday from 0000 until 0800 on day of arrival shall constitute a complete watch. This shall not apply to crewmembers required for gangway watch.

3. In port, when sea watches are broken, the unlicensed watchstanders may be assigned the dayworking duties of their respective department, between the hours of 0800 to 1700, excluding the meal hour period, Monday thru Friday without the payment of additional compensation.

## **ARTICLE 27**

### **BREAKS AND RELATED ISSUES**

#### **SECTION 1. REST PERIODS**

A. Employees shall be provided a minimum of ten (10) hours of rest in any 24 hour period as provided in the International Convention of Standards of Training, Certification and Watchkeeping for Seafarers (STCW).

B. When unlicensed wage mariners are called out on overtime within 8 hours of the beginning of their duty hours, they shall be entitled to a rest period of one-hour for each hour worked between the time they are called out and the beginning of their duty hours, which shall be in addition to the overtime.

C. The rest period shall be given on the same day between the beginning of their duty hours and the end of their duty hours with the intent to start the rest period at the beginning of their duty hours. If the rest period cannot begin at the start of their duty hours and cannot be completed before the end of their duty hours, the remainder of the rest period shall be paid at the penalty rate.

D. No rest period is due for tying up or letting go within 8 hours of the beginning of the unlicensed wage mariner's shift to arrive in port or at anchorage or depart from port or anchorage.

E. The requirements for rest periods set out in this subsection need not be maintained in the case of an emergency or drill or in other overriding operational conditions. Management will exercise this authority judiciously and will not be arbitrary or capricious in its application.

#### **SECTION 2. MEAL HOUR PERIODS**

A. Meals shall be served over a one (1) hour period. The meal hour periods aboard vessels operated shall normally be as follows:

Breakfast	0700 to 0800
Lunch	1100 to 1200
Dinner	1700 to 1800

B. These meal hour periods may be varied one hour either way to meet the operational requirements of the vessel. It is the intent of the parties that every effort shall be made to allow crewmembers to receive a full unbroken hour for meals/rest. This shall not apply to personnel on watch. However, when the full meal hour as provided in the Agreement cannot be allowed

for all other crew members, one-half hour of penalty pay shall be paid for one-half hour or less loss, and one (1) hour penalty pay shall be paid for more than one-half hour loss.

C. All penalty meal hours shall be paid at the applicable penalty rate, however, the penalty rate shall not apply if overtime is paid.

D. The Commanding Officer/Master, or designee, may, at his/her discretion with reasonable notice, reduce the breakfast and/or lunch break for all hands to one-half hour with resultant earlier "knock off" time if deemed to be in the best interests of the Government or is the expressed desire of the personnel assigned to the ship. No penalty meal hour will accrue in this case.

E. For vessel personnel who may be unable to avail themselves to a meal due to operation requirements, a Meal Request Form will be submitted in a timely manner to the Chief Steward, and such a need for special meal provisions will be accommodated.

### **SECTION 3. COFFEE TIME/BREAKS**

A. Two fifteen (15) minutes coffee-time/relief breaks shall be provided to each unlicensed wage mariner each day; both at sea and in port. It is the intention that one break be provided in the morning and one break provided in the afternoon. These break periods are to be included as on-duty time within the regular working day.

B. When the watchstander is performing helmsman duties or standing lookout with only one Officer working on the bridge and circumstances exist such as the vessel operating in reduced visibility, or the vessel is maneuvering in close proximity to shore or other vessels, or in any situation when the bridge-watch is necessary to maintain the safety of the vessel, then the fifteen (15) minutes may be delayed or provided in shortened increments. This adjustment of coffee time/break period shall be kept to a minimum and shall not set precedent for the elimination of rest periods for the convenience of the Agency.

C. When the crew is called out to work overtime, coffee shall be made by the watch and allowed during the readiness period.

### **SECTION 4: DINNER RELIEF**

When it can be done, and in the opinion of the Commanding Officer/Master the safety of the ship will not be endangered, the 1600-2000 watch will relieve itself for the dinner meal without payment of overtime. When this is impracticable, dinner relief will be provided by a non-watchstanding employee during his or her regular shift. When such employee is not available, dinner relief will be provided by an off-duty employee and compensation will be in accordance with regular overtime practices.

## **SECTION 5: NIGHT LUNCH**

A. If the crew works continuous overtime as late as 2100, coffee and night lunch shall be provided. If work continues after 2100, thirty (30) minutes shall be allowed for the coffee and night lunch which time shall be included as overtime.

B. If crew starts work at or before 2100 and works continuous overtime until midnight, they shall be provided with a lunch at midnight. If the work continues after midnight, one (1) unbroken hour shall be allowed for night lunch, subject to work requirements.

C. If crew is broken out at 2100 or thereafter, and works continuously for three (3) hours, a night lunch shall be provided at the expiration of the three (3) hours if the work is to be continued. An unbroken hour shall be allowed for the lunch, subject to work requirements.

D. In all cases, it is the intention of the parties that every effort should be made to allow crewmembers to receive a full unbroken hour for night lunch.

E. If the crew works continuously as late as 0300, coffee and night lunch shall be provided, and if work continues after 0300, thirty (30) minutes shall be allowed for the coffee and night lunch, which time shall be included as overtime.

F. If crew works continuously as late as 0600, coffee shall be provided, and if work continues after 0600, thirty (30) minutes shall be allowed for coffee, which time shall be included as overtime.

## **ARTICLE 28**

### **GANGWAY AND SECURITY WATCHES**

#### **SECTION 1. GANGWAY WATCHES**

A. A gangway watch shall be maintained in port when sea watches are broken and the gangway is ashore. An unlicensed wage mariner shall normally be assigned the gangway watch when no shore security guard service is employed. Such watches shall not normally exceed eight (8) hours within any 24 hours, figured from midnight to midnight. Employees standing the gangway watch shall be required to tend the gangway, its lights, ropes and life nets; mooring lines; deck lights and launches; conduct security rounds, maintain radio and phone communications, record deck and weather log entries, observe flag protocols, call watches below, and restrict unauthorized personnel access to the vessel. Employees standing a gangway watch shall not normally be engaged in processing or collecting field data, making chart

corrections or other duties not normally associated with standing a gangway watch. Gangway watches shall not be maintained while the ship is underway.

B. Crew Status Board. A crew status board will be maintained at the gangway at all times while the vessel is in port. Each member of the unlicensed crew will be responsible to maintain their own current status on the board. Crewmembers shall not change the status of another person unless authorized by the security watch or the Officer of the Day. When a crew member fails to change the board upon departure, they will contact the security watch or the Officer of the Day to properly indicate their status.

## **SECTION 2. SECURITY WATCHES**

A security watch may be maintained in port when sea watches are set and the gangway is not ashore if the vessel is anchored or moored to an offshore buoy. An unlicensed wage mariner may be assigned the security watch. Employees standing the security watch shall be required to routinely check the deck area for security reasons or perform other security duties as outlined in the vessel's Security Plan.

# **ARTICLE 29**

## **PORT TIME**

### **SECTION 1. COMMENCEMENT, DURATION AND TERMINATION**

A. Commencement. A vessel shall be deemed to have arrived in port thirty (30) minutes after it has moored in a port or anchored in the vicinity of a port (or other place of loading or discharging) for the purpose of loading or discharging cargo, ballast, fuel, passengers or mail; undergoing repairs, fumigation, lay-up; or awaiting orders or berth. This provision shall not apply to emergency mooring or anchorage solely for reason of safety.

B. The term "moored in a port or anchored in the vicinity of a port (or other place of loading or discharging)" shall cover any circumstances where the vessel has a specific port or other place of loading or discharging as its immediate destination. Port time does not apply to:

1. Emergency mooring, anchoring or hove-to solely for the reasons of safety such as repair, weather, fire, shifting stores or ballast, or for the sole purpose of disembarking sick or injured persons.

2. The time while awaiting pilot, quarantine, pratique, transiting of canals, safe weather or tied. However, in the case of awaiting pilot, quarantine or pratique, any such exception shall not apply where the delay is because the ship is awaiting berth and shall only

apply where the delay is caused by the arrival of the ship during hours that pilots or officials passing quarantine or pratique are not on duty and only for such limited period.

3. Time spent at or in the vicinity of a port solely for the purpose of conducting survey operations.

4. Port calls made within seven days (168 hours) of the previous departure from port.

5. Port calls made to commence extended repair periods such as drydock, temporary or permanent lay-up of a vessel or extended alongside periods following the completion of operations for the field season.

6. Port calls made to the vessel's home port.

#### C. Duration.

1. A vessel shall be deemed to be under port time conditions for the first 48 hours after the vessel has arrived in port and for the last 24 hours prior to termination. The vessel shall be deemed to not be under port time conditions for any time outside the 72 hours listed in this section.

2. Vessels scheduled for greater than 249 days at sea are exempt from the 72 hour limitation listed above. These vessels shall be deemed to be under port time conditions for the full duration of any qualifying port call.

D. Termination. A vessel shall be deemed to have departed and port time terminated thirty (30) minutes prior to the time when mooring lines are cast off or the anchor is aweigh for the purpose of putting directly to sea.

## **ARTICLE 30**

### **SAILING BOARD TIME**

**SECTION 1.** When sea watches are set, Unlicensed Personnel shall be required to report onboard and be available for duty not less than one (1) hour before the time posted on the sailing board.

**SECTION 2.** The sailing time shall be posted at the gangway on arrival when the vessel's stay in port is twelve (12) hours or less. When the stay exceeds twelve (12) hours, the sailing time shall be posted eight (8) hours prior to the scheduled sailing, if before midnight. If scheduled sailing is between midnight and 0800, sailing time shall be posted not later than 1700.

**SECTION 3. ARRIVAL ON A WEEKEND**

When a vessel arrives between 1700 Friday and 0800 Monday, and is due to sail prior to 0800 Monday, the sailing board shall be posted not later than two (2) hours after arrival.

**SECTION 4. SAILING ON A WEEKEND**

The sailing board shall be posted not later than 1700 on Friday when a vessel is due to sail on a weekend between 1700 Friday and 0800 Monday.

**SECTION 5.** If the vessel's departure is delayed and the delay is due to the loading or discharging of cargo or bunkering, or the loading of stores, the new time of departure shall promptly be posted on the board.

**SECTION 6.** Crewmembers shall be responsible for checking with the ship at least two (2) hours prior to the originally scheduled departure time to learn if a sailing board has been adjusted.

**SECTION 7.** When off-duty unlicensed mariners report back to the vessel pursuant to the original or adjusted scheduled departure time and the vessel's departure is delayed by two (2) or more hours, they shall be paid penalty time from the time they reported back to the ship until the time the vessel actually sails.

**SECTION 8.** The penalty pay prescribed above shall not apply if sailing is delayed on account of weather, such as rain or fog, or for any other conditions, such as mechanical failure, beyond the vessel's control. Penalty pay shall not apply when it is necessary to get underway unexpectedly to retrieve or replace equipment or instrumentation which maybe lost or endangered.

**SECTION 9.** For purposes of this article the parties understand that the term "cargo" includes surveying or scientific equipment, and the term "conditions beyond the vessel's control" includes delays due to last-minute scientific program exigencies which could not have been reasonably foreseen. However, this shall not include a delay of departure due to the failure of the scientific party to be adequately prepared for the scheduled sailing time.

**SECTION 10.** In the event a vessel is scheduled to shift, the Employer shall give notice and a reporting time to any unlicensed mariner who will be required for the shift. In the event notice or a reporting time is not provided, the unlicensed mariner shall not be penalized. If they do report as directed and there is a delay in shifting, the provisions as described in Section 7 above shall apply with respect to the payment of penalty pay.

## **ARTICLE 31**

### **RESTRICTION TO SHIP**

**SECTION 1.** The Commanding Officer/Master or designee may restrict the whole crew to the ship upon receipt of a notice of restriction from a competent authority in the restricted region. Any restriction order so received shall be entered into the official log and all restriction documents shall be provided to the Union upon request. Sufficient notice in writing of the restriction shall be promptly posted on the crew's bulletin board. If either of the above conditions is not met, unlicensed wage mariners shall be compensated for the restriction by the payment of penalty pay for the non-duty hours during the period of restriction.

#### **SECTION 2.**

A. Restriction to Ship compensation is not payable:

1. In situations where heavy seas, high winds or similar conditions require the whole crew to be restricted to the ship for their own safety, as well as that of the ship. When employees are restricted to the ship under this provision, the decision shall be supported by clear evidence as to conditions, such as regular log entries or weather reports.

2. In situations when local, state or federal authorities in the United States or U.S. controlled ports, or a foreign government agency in a foreign port, by order or regulation, deny shore leave in port. When employees are restricted to the ship under this Section, a copy of the order shall be retained by the ship and posted. If a copy of the order cannot be secured, a letter stating the terms of the restriction which is acknowledged by the proper authorities, will suffice.

3. In situations when employees are restricted to the ship at the specific request of competent shore authorities.

**SECTION 3.** The Commanding Officer/Master or designee may restrict any individual employee to the ship, without the liability of overtime or penalty pay, when previous conduct ashore adversely reflected on the Employer. Such restriction must be documented by entry in the ship's log and/or disciplinary action. A copy of all documentation supporting the restriction shall be provided to the employee upon request.

#### **SECTION 4. LAUNCH SERVICE**

A. The Employer shall furnish launch service, at least one daily trip for each watch, when a vessel is anchored at a safe harbor (public areas, not to include anchorage in open coastal areas or areas where environmental conditions are likely to strand or endanger personnel or equipment) or moored to a buoy for a period of more than eight (8) hours, for the purposes

outlined in Article 29. Launch service shall be provided when weather permits, fuel is available and launches (commercial or ship's own) are available. Such launch service is to be available to all unit personnel.

B. For the purposes of this Section, launch services will not be provided when safety or operational necessity dictate otherwise. When such vessels are conducting mission operations which involve less than twelve (12) hours per day in data acquisition, launch service to the port, one trip for each watch from the end of those operations until just preceding change of the midnight watch will be provided. Log entries shall be made to document those conditions which prevent launch services from being furnished. Launch service shall not be unreasonably or arbitrarily denied.

C. In port, if regular launch service is not provided, authorized crew members may make their own transportation arrangements.

## **ARTICLE 32**

### **SHIFTING SHIP**

**SECTION 1.** When a ship is in port and watches are broken and employees are called back to work after 1700 and before 0800, Monday through Friday, for the purpose of shifting ship, a minimum of two (2) hours overtime shall be paid for each call, except when employees are knocked off for a period of one (1) hour or less, in which case time shall be continuous.

**SECTION 2.** If employees are knocked off for more than one (1) hour, the overtime is not continuous and a minimum of two (2) hours overtime is required for each non-continuous call-out.

**SECTION 3.** On Saturday, Sundays, and holidays, employees shall receive a minimum of four (4) hours overtime for such callback. In the event the shift exceeds four (4) hours, they shall receive overtime for all hours actually worked.

## ARTICLE 33

### QUARTERS, EQUIPMENT AND SERVICES

#### SECTION 1. QUARTERS, MESSDECKS AND PUBLIC AREAS

A. Adequate living accommodations shall be provided for the Unlicensed Personnel covered by this Agreement. Unauthorized personnel shall not be allowed to loiter in crew passageways, recreation areas, and messrooms. As vessel configuration and mission requirements allow, recreation areas set aside for the exclusive use of Unlicensed Personnel are normally to be used only by Unlicensed Personnel.

B. Habitability for Newly Acquired Vessels. In the event the Employer determines to build, acquire or convert a vessel which will be staffed by Wage Marine employees, the Union will be provided timely notification and an opportunity to meet and discuss as well as provide input regarding habitability arrangements for the unlicensed crew.

C. All spaces (quarters, messdecks and public areas) shall be adequately and suitably screened, heated, cooled and ventilated. Air-conditioned vessels shall have sufficient fans, either portable, installed as part of the HVAC system, or both, available to provide ventilation in the event of a breakdown of the HVAC system while operating at sea.

D. All quarters and messrooms with surfaces that require paint shall be painted when necessary.

E. Washrooms. Adequate washrooms and lavatories shall be made available for the Unlicensed Personnel of each division. Each vessel is to be equipped with a sufficient number of shower baths and washbowls which shall be adequately supplied with hot and cold fresh water.

F. Cleanliness.

1. It is understood that the crew is to take reasonable care to keep their own quarters clean and in a sanitary condition.

2. All quarters assigned for the use of unlicensed personnel are to be fumigated and kept free from vermin insofar as possible. This is to be accomplished through the use of exterminating facilities provided by the Employer.

3. When heads, showers and lounges are shared by more than one department, the cleaning duties will be rotated among Department personnel who normally perform such duties. Normally, entry-level unlicensed wage mariners (i.e. GVA, OF, OS and W) will be assigned to clean public washrooms, showers, toilets and other common areas (i.e. library, laundry room, lounge, etc.). Reasonable effort will be made to ensure departmental personnel

will share on a rotational basis in the cleaning of such public washrooms, showers, toilets, and other common areas to the extent possible. If these duties are assigned to another mariner above entry-level, they shall receive one-hour penalty pay for performing this sanitary work during regular work hours. When work is performed on overtime, the higher rate applies.

G. Ventilation. All ships' ventilation systems shall be inspected and cleaned on a regular basis. Any problem regarding the proper functioning of the ventilation system shall be immediately reported to the Commanding Officer and every effort will be made to correct the problem. However, if ventilation problems exist beyond the abilities of ships' force to correct, the Employer will contract with qualified systems professionals ashore to address the problem. All reports related to the proper functioning of the ventilation systems will be shared with the Union upon request.

## **SECTION 2. SUPPLIES**

A. The following items shall be supplied to the Unlicensed personnel employed onboard the vessels operated by the Employer.

1. Linens consisting of one set of sheets, one spread, two (2) washcloths, and two (2) bath towels, shall be provided weekly. When clean linen is not issued/obtained weekly, crewmembers may receive one hour of penalty pay per week for washing their own linen during off duty hours when he/she is not otherwise being compensated.

2. A suitable number of blankets.

3. One bar of good quality bath soap; one bar of hand soap, degreasing gel, and laundry soap.

4. Innerspring or foam rubber mattresses. It is understood that mattresses supplied to the employee shall not be removed from the rooms except on authority of the Commanding Officer/Master. The care and upkeep of the mattresses shall be the responsibility of the individual using such mattress. Mattresses supplied for the use of employees shall be replaced when necessary. Any employee willfully damaging or destroying linen or mattresses shall be held accountable for same.

5. A washing machine and dryer for the use of the employees on each ship. (It is understood that no additional compensation will be paid for routine maintenance and repair of the washing machine or dryer, when repairs are performed during normal working hours.)

6. Electronic entertainment equipment may be provided in accordance with existing practices.

### **SECTION 3. MESSROOMS**

A. Suitable messrooms/lounges equipped with chairs or benches shall be provided for the use of the employees and such messrooms shall be separate and apart from the sleeping quarters.

B. Each messroom shall be provided with the following:

1. A suitable number of fans.
2. All dishes shall be crockery or glassware.
3. Messroom tables shall have Formica or composition table tops.
4. Refrigerators shall be of modern type and construction.
5. In all messrooms securing devices shall be furnished for each chair.

### **SECTION 4. MEDICINE CHESTS**

Medicine chests shall carry equipment and supplies in quantity and quality as recommended by the United States Public Health Service. On a quarterly basis, the medicine chest shall be inventoried and restocked.

## **ARTICLE 34**

### **ROOM and MEAL ALLOWANCES**

#### **SECTION 1. GENERAL APPLICATION**

A. If rooms or meals are not furnished, an allowance as specified in this section will be paid when an employee is assigned to a ship in full operational status, including both periods of sick leave while on a voyage and periods of involuntary non-duty status through no fault of the employee while on a voyage.

B. Payment of commuted subsistence allowances, or the provision of rooms and/or meals, will only be made to an employee who would have been at the location of the ship to take advantage of Government-furnished rooms and/or meals while in port. If an employee does not normally sleep and/or eat aboard ship during off duty hours, he or she will not be entitled to commuted subsistence allowance or to room and/or meals.

C. When unlicensed personnel are voluntarily ashore in an off duty status but returning to the vessel that day and would have been at the location of the vessel to take advantage of

Government provided meals and or quarters, they shall be entitled to commuted subsistence allowance or to rooms and/or meals.

D. It is understood that an employee cannot claim a ship or Government address as their “home of record”.

E. The determining factor to decide whether the employee resides in the local commuting area is contingent on whether they slept aboard the night before.

## **SECTION 2. MEAL ALLOWANCES/COMMUTED SUBSISTENCE**

A. The purpose of commuted subsistence/meal allowance is to defray any additional or unusual expense to the wage mariner when obtaining meals. The Employer will make every reasonable effort to have adequate funds available for the payment of comsubs on a weekly basis.

### RATES:

In lieu of breakfast	\$ 6.00
In lieu of lunch	\$12.00
In lieu of dinner	\$20.00

B. The foregoing meal allowance rate may be adjusted upward, not to exceed the applicable rate specified in the Federal Travel Regulations (FTR), when comparable meals are not available at the lower rate and appropriate receipts are furnished.

C. The local commuting area is defined by the FTR as a 50 mile radius of the port the vessel is in. (Note: “the port the vessel is in” covers any port, including the ships “homeport” and shipyards).

D. A wage mariner who resides within 50 miles of the port the vessel is in shall not be entitled to the payment of commuted subsistence.

E. A wage mariner who resides in the local commuting area and is in a duty status during a meal period when meals are not provided is entitled to commuted subsistence.

F. A wage mariner who resides outside the 50 mile radius of the port the vessel is in and who slept aboard the night before is entitled to commuted subsistence for dinner that night and breakfast the next morning provided those meals were not served.

## **SECTION 3. ROOM ALLOWANCES**

A. Room Allowance rates:

- IN PORT: \$40.00 per night provided the employee does not remain aboard the vessel and NOAA has not made other accommodations
- AT SEA: \$15.00 per night

B. Room Allowance, as provided above, shall be allowed when Unlicensed Wage Mariners have notified the Commanding Officer/Captain that any one or a combination of the following conditions exist, in port or at sea, and it is impossible for the Commanding Officer/Captain to correct the problem in a timely manner and/or arrange for other comparable facilities:

1. Heat is not furnished in cold weather when the outside temperature is 65°F or lower for eight consecutive hours.

2. Hot water is not available in crew's washroom and/or shower for a period of twelve (12) or more consecutive hours.

3. On air-conditioned vessels, when the room temperature is 78°F or above, and the air-conditioning unit does not work in excess of six (6) hours, this provision shall apply. If sufficient fans, either portable or installed as part of the HVAC system, or both, are available, this provision shall not be invoked.

4. Crew's quarters have been painted, and the paint is not absolutely dry, and other suitable quarters are not furnished aboard.

5. At all times when the vessel is in dry dock overnight, unless the ship is fully habitable with all facilities, including heat, light, hot and cold running water, and sanitary facilities.

6. Vessel is being fumigated and is not cleared before 2100, personnel standing the midnight to 0800 watch shall be entitled to room allowance in any event if the fumigation affects in any way the habitability of the sleeping quarters.

7. Work such as chipping, welding, riveting, hammering and/or pounding, or other noises of a similar nature are being performed in or around vessel personnel quarters for three (3) hours or more between the hours of 2000 and 0600, except when the ship is in a dry-dock period and the shipyard's operational necessities dictate the work schedule.

8. If such work as outlined in (7) above is being performed in or around the quarters of crewmembers who are off watch, such crewmembers will be provided with quarters or be eligible for room allowance. Such entitlement is exclusive of noise due to the operation of scientific equipment.

9. Noisy repair work for minor repairs of less than three (3) hours duration shall not be grounds for a claim of room allowance.

10. Flooding of quarters or common areas due to bilge or sewage backup not repaired within 24 hours. (It is not intended that any wage mariner shall be assigned to sleep in a flooded berthing area.)

NOTE: Penalties claimed for lack of heat, air-conditioning, hot water, etc, or because of noise as defined in (7) above, must be recorded by the ship's union delegate and/or employee pursuing such claim, on a regular basis for the duration of the incident giving rise to such claim. Such information will be provided to the Commanding Officer/Master or designee. Dates, time of reporting and temperatures involved shall be made part of the official time and attendance record for documenting payment.

C. When a vessel is in port and declared uninhabitable, no employee will be allowed to live on board.

**SECTION 4. EXCLUSIONS:** Regardless of the wage mariner's status as stated above, room and meal allowance and/or commuted subsistence is not payable if any of the following apply:

A. On approved leave, absent without leave, or absent from the ship in an off-duty status (except as defined in Section 1. C. above).

B. Absent from duty for disciplinary reasons (except employees on ships in foreign ports).

C. Receiving benefits under the Federal Employees Compensation Act, as amended.

D. On detail to a shore assignment such as for training, periods of recuperation when not fully able to return to duty or during relief periods from continuous sea duty, or a member of the Relief Pool.

E. On official travel status covered by Federal Travel Regulations.

F. Except as provided elsewhere in this Section, allowances will not be paid to employees who reside within a 50-mile radius of the port in which the vessel is located.

G. The Employer has made other arrangements for food and/or lodging such as serving meals from another vessel.

## **ARTICLE 35**

### **FOOD SERVICE**

**SECTION 1.** A ship's nutrition committee consisting of the Commanding Officer/Master, Chief Steward, and one delegate from each department is expected to cooperate with respect to this Section. By mutual agreement between the command and the ship's committee, menus may be varied using guidance published in the Union's Menu Guide. The parties agree that the intent of this provision is to offer a shipboard diet to all persons serving on board, which acknowledges the benefits of a proper diet in promoting disease prevention and enhancing the general health of the workforce.

**SECTION 2.** Ships may provide a vegetarian meal to vegetarian crewmembers in lieu of the entrees given below.

**SECTION 3.** Provisions of Section 5 below may be waived when rough seas prevent routine activities for food preparation.

**SECTION 4.** The Employer is not required to make second portions of a specific entree available to any individual; however, quantities prepared should be adequate to satisfy normal consumption. The Chief Steward will monitor daily item consumption levels very closely to assure that adequate quantities are available while minimizing waste resulting from over preparation.

**SECTION 5. MENUS.** It is hereby agreed that the Employer will put into effect the following suggestions for menus on all ships covered by this Basic Agreement. The Commanding Officer/Master on each ship will check with the Chief Steward in order that menus may be prepared in accordance with this Agreement. The Chief Cook and/or Second Cook will assist the Chief Steward in the preparation of menus when required.

A. Breakfast. Coffee, tea and other beverages, fruit or fruit juice, vegetable juices, and eggs to order shall constitute a part of every breakfast. Fried ham shall be served twice a week. Bacon or sausage or other meat selection as determined by the Chief Steward shall be provided on the other days. Hot cakes or French toast shall be served every morning.

B. Lunch and Dinner. Not less than One First Entree and One Second Entree shall be available at lunch and dinner. Sirloin, Tenderloin, T-Bone, or Rib Steak, not less than 3/4 pound shall be served once a week. Once a week Prime Ribs of Beef Au Jus, Fried or Roast Chicken or Turkey, Roast Pork, Pork Chops, Baked Ham or Grilled Round Bone Ham Steak shall be required.

C. The following or equivalent are considered to be First Choice Entrees:

Roast of Beef Au Jus, Sirloin or Rib Steaks, Roast Pork, Pork Steak, Chops, Roast Fresh Ham, Ham Steak, Baked Ham, Roast Veal, Veal Chops, Veal Cutlet, Roast Chicken, Southern Fried, Broiled or Roasted Duckling, Turkey, London Broil, Mixed Grill, Roast Leg of Lamb, Lamb Chops, Corned Beef.

On Fridays when fish is served, the following equivalent shall be classified as a First Entree: Shrimp, Scallops, Salmon, Fillet of Sole, and Red Snapper, or other quality entrée selection as determined by the Chief Steward.

D. The following or equivalents are considered to be Second Choice Entrees:

Beef Stew or Goulash (not leftovers added), Lamb Stew, Corned Beef Hash with Eggs, Chop Suey, Chow Mein, Frankfurters, Knockwurst, Hamburgers or Chop Meat dishes, Sausages, Curries of Meat or Fish, Roulades of Beef, Veal Peppers, Liver, Spare Ribs, Lamb Shanks, Fricassee of Chicken, Chicken Wings, Turkey Wings, Chili Con Carne, Pigs Knuckles, Stuffed Green Peppers, and Stuffed Cabbage, Hot Roast Meat Sandwiches, Grilled Ham and Cheese, Quality Cold Cuts, Jambalaya and Fish Dishes extended with pasta, noodles, rice or pizza.

**SECTION 6. NIGHT LUNCHESES.** A night lunch shall be provided in accordance with Article 27, Section 5, for employees going on watch at midnight. Night lunches shall consist of assorted cold cuts, cheeses, and salads and may include leftovers from the day's meals.

**SECTION 7. DESSERTS.** Plain cake alone shall not constitute a dessert. There shall be a prepared dessert at each lunch and dinner. This may include Frosted Layer Cake. Ice cream shall be served three times a week when available. When practical, a variety of seasonal fresh fruit will be on ship at all times.

**SECTION 8.** An adequate supply of fruit juices shall be provided. Fresh milk, fruit, and vegetables will be furnished at every port visited where available, and if supply is possible, a sufficient amount to last until the next port or to last until the food would ordinarily, with good care, spoil. Shore bread shall be furnished at all United States ports when available, or the Employer will have the option to require a cook or baker to bake bread during his or her regular working hours.

**SECTION 9.** An adequate supply of fresh milk shall be furnished to supply the employees with milk three (3) times a day when the ship is in port and supplies are available. When the ship sails, if supplies are available, enough fresh milk will be carried to provide each employee while at sea with one pint per day provided storage space is available and with reasonable care the milk will not be expected to spoil. When milk is frozen or stored below normal refrigeration temperature, the expiration date noted on the container will not apply. If defrosted after the expiration period noted on the container, milk must be used with 24 hours. This is not intended

to mean the Employer is prohibited from purchasing milk in foreign ports or using canned whole milk as a supplement to comply with the one pint minimum.

**SECTION 10.** A variety of fresh or frozen seafood shall be included as provisions.

**SECTION 11.** Section 5 (Menu Selection), is not applicable to employees away from the ship on detached duty or temporarily away from the ship. Provision will be made to furnish lunches, provisions in kind, or commuted subsistence.

**SECTION 12.** Recommendations from the Chief Steward may be considered in formulating Steward Department budgets.

## **ARTICLE 36**

### **DECK DEPARTMENT WORKING RULES**

#### **SECTION 1. DUTIES OF DAYWORKER**

A. The following ratings shall be considered as day workers: Chief Boatswain, Boatswain Group Leader/Lead Fisherman, Seaman Surveyor/Skilled Fisherman, Able Seaman (Day)/Deck Utilityman, Fisherman (Day) and GVA/Ordinary Seaman/Ordinary Fisherman.

B. At sea and in port, the hours of work for all day working unlicensed wage mariners, shall normally be from 0800 to 1700, except for the meal hour period, Monday through Friday except as provided for in Article 26.

C. Duty performed in excess of eight (8) hours per day Monday through Friday, and all hours worked on Saturdays, Sundays and holidays shall be paid for at the overtime rate unless another higher rate is set forth for the work performed, in which case payment shall be at the higher rate.

D. Dayworker duties shall include the routine work for the general maintenance of the vessel and completion of operational requirements. These duties include, but are not limited to, chipping, painting, scaling, operating launches, operating deck equipment, and deploying or recovering equipment over the side of the vessel.

#### **SECTION 2. DUTIES OF A WATCHSTANDER (REGULAR OR SPECIAL)**

A. The hours of duty for a watchstander (Standard or Special) shall be set in accordance with Article 26.

B. Regular watchstander duties shall include the routine work necessary for the safe navigation of the vessel. These duties are helmsman, look-out and performing routine security rounds.

C. In addition, the duties of a watchstander aboard a vessel maintaining a special watch schedule (as provided in Article 26) shall include routine work for the general maintenance of the vessel and completion of operational requirements.

D. The bridge watchstander shall be required to remain aboard the vessel, during the watch period unless properly relieved by another crewmember. Unlicensed personnel paid at the AB Watch rate shall not be required to perform duties off the bridge deck without the payment of penalty pay. However, if receiving the AB-Dayworker rate or higher, the watchstander may be required to perform operational duties off the bridge deck without the payment of penalty pay, excluding chipping and painting.

E. In accordance with NVIC 3-83 or subsequent Coast Guard regulations, only unlicensed personnel with an Able-Bodied Seaman endorsement or an Ordinary Seaman with a letter of qualification will be allowed to serve as a helmsman and/or look-out. Upon receiving basic training in personal survival techniques, firefighting, look-out procedures, vessel navigation and helmsmanship, and subsequently assessed on same, a letter of Qualification may be issued by the Commanding Officer. An Ordinary Seaman possessing such Letter of Qualification may be substituted for an Able Seaman as allowed by the vessel Certification of Inspection. Ordinary Seaman should carry the qualification letter with him/her while serving aboard the vessel.

F. Watchstander duties may include sanitary work on the bridge or in the chartroom. Sanitary work shall include deck and window cleaning, dusting and brass polishing. Sanitary work on the bridge or in the chartroom shall be performed by the watchstander on-watch on weekdays between 0600 and 0800 without the additional payment of overtime or penalty pay. The watchstander may volunteer to assist in weather observations. Weather observations shall include the collection, recording and transmittal of weather data using appropriate logs and observation systems.

#### G. CALLING OUT OFF-DUTY PERSONNEL

Except in cases of emergency, when off-duty personnel are called out to work, they shall be paid at the applicable overtime rate.

### **SECTION 3. ADDITIONAL WORK:**

A. In port and at sea, members of the deck department, may be required to sougee, chip, scale, prime and brush paint all quarters or passageways adjacent to quarters, messrooms, pantries or laundry areas, lounges, galleys and ships offices or other common areas without additional compensation during normal working hours; but shall not be required to

perform any of these duties in the Engine room spaces without the payment of penalty pay, except if a higher rate applies.

B. Members of the Deck Department may be required to assist in the Engine Room by setting up rigging, chain falls, etc. when necessary for performing maintenance and repairs. No extra compensation shall be payable when performed during routine work hours.

#### **SECTION 4. DOCKING AND UNDOCKING AND MOORING LINES**

All Deck Department personnel, when available, shall be used to break out mooring lines before docking, stow mooring lines after undocking, and handle mooring lines for vessel maneuvers as required. All GVA's from any department can be assigned as needed.

#### **SECTION 5. CARPENTRY**

When members of the Deck Department are required to perform finished woodwork of a permanent nature, they shall be paid at the applicable penalty rate or overtime rate, whichever is higher.

#### **SECTION 6. REMOVING SOOT FROM THE SMOKESTACK**

When members of the Deck Department are required to remove soot accumulated inside the smokestack, they shall receive the appropriate dirty work rates.

#### **SECTION 7. OIL SPILLS**

When members of the Deck Department are assigned to clean oil spills on deck which occur in port during fueling, penalty pay is authorized.

#### **SECTION 8. SMALL BOAT AND LAUNCH OPERATORS (COXSWAINS)**

In accordance with NOAA's Small Boat Program (NAO 209-125) all small boat operators (coxswains) shall be fully trained and certified based on small boat size, engineering complexity and nature of operations. Coxswain responsibilities will first be assigned to qualified unlicensed wage mariners. Unlicensed wage mariners serving as coxswains shall be dayworkers and possess an Able-Bodied Seaman endorsement.

#### **SECTION 9. HANDLING STORES**

In accordance with the provisions of Article 24 members of the Deck Department shall participate in the distribution and stowage of stores.

**SECTION 10. HANDLING TRASH, GARBAGE AND RECYCLABLES**

Handling Trash, Garbage and Recyclables will be in accordance with Article 24, Section 2.

**SECTION 11. DIVING**

Diving will be in accordance with Article 24, Section 7.

**ARTICLE 37**

**ENGINE DEPARTMENT WORK RULES**

**SECTION 1. HOURS OF WORK DAYWORKERS**

A. The following ratings shall be considered as dayworkers: Junior Engineer, Engine Utilityman, Wiper, and General Vessel Assistant.

B. At sea and in port, the hours of work for all day working unlicensed wage mariners, shall normally be from 0800 to 1700, except for the meal hour period, Monday through Friday except as provided for in Article 26, Section 2.

C. Duty performed in excess of eight (8) hours per day Monday through Friday, and all hours worked on Saturdays, Sundays and holidays shall be paid for at the overtime rate unless another higher rate is set forth for the work performed, in which case payment shall be at the higher rate.

**SECTION 2. ASSIGNING PERSONNEL TO DAYWORK**

In port when watches are broken and personnel are assigned to daywork, the hours of work shall be as provided in Section 1. On vessels having only one unlicensed wage mariner in the Engine Department, they may be required while on daywork in port to do general cleanup work in addition to maintenance and repair in the engine room.

**SECTION 3. MAINTAINING SEA WATCHES IN PORT**

When a vessel's stay in port is less than 24 hours, sea watches may be maintained at the discretion of the Commanding Officer/Master. Unlicensed personnel not required to perform typical watchstanding duties may be required to perform routine and customary work of their department, (specific to their respective work statements) between the hours of 0800 and 1700, weekdays without the payment of additional compensation, in accordance with Article 26, Section 5.

#### **SECTION 4. RELIEVING 4 TO 8 WATCH**

When any member or members of the Engine Department off duty are required to relieve the 4 to 8 watch during maneuvering, overtime shall be paid.

#### **SECTION 5. WORK PROJECTS**

When any unlicensed wage mariner completes work normally paid at the penalty rate (such as general cleaning, painting, cleaning paint, polishing work, wire brushing, chipping, or scaling, etc.) that is incidental to completion of the entire project or repair, penalty rate pay shall not apply.

#### **SECTION 6. UNLICENSED JUNIOR ENGINEERS**

A. Dayworkers at sea or in port shall perform such duties as are assigned to them by the senior Engineers.

B. Watchstanding Junior Engineers at sea or in port while on sea watches, or on daywork, shall assist in the operation of the plant as directed by the Watch Engineer. They shall be required to do maintenance and repair work as directed by the Watch Engineer. When in port, the Junior Engineer may be assigned to stand an Engine Room watch as Engineer in Charge without additional compensation. However, no unlicensed Engineer will be required to stand unsupervised watches at sea without appropriate qualifying licenses.

C. Any member of the Engine Department possessing a qualifying license as a 3<sup>rd</sup> Assistant Engineer who is required to stand unsupervised watches while at sea for a full pay period, may be temporarily promoted to the licensed position in accordance with the terms and conditions of the Agreement between NOAA and the SIU. Waivers of the license requirements for 3<sup>rd</sup> Assistant Engineer will not be allowed and a Designated Duty Engineer (DDE) endorsement shall not be considered a qualifying license, per the NOAA Wage Marine Qualification Standards Handbook.

D. No unlicensed Junior Engineer shall be required to do general cleaning, painting, cleaning paint, polishing work, wire brushing, chipping, scaling, or oiling of winches without the payment of penalty pay, except as specified above in Section 5, above.

#### **SECTION 7. ENGINE UTILITYMEN**

A. Engine Utilitymen when carried shall normally be assigned as dayworkers. Their hours shall be in accordance with Section 1 above. They shall be required to do maintenance and repair work or assist engineers, in all Engine Department work. If required to clean, paint, chip, scale, shine brass, etc. they will be paid at the applicable penalty rate, except where the work is incidental to a specific repair job, as specified in Section 5, above.

B. All work defined as penalty work for Wipers in Section 8, below, performed during their regular working hours, with the exception of repair work, shall also be defined as penalty work for Engine Utilitymen when performing the same type of work.

## **SECTION 8. OILERS**

### **A. On Sea Watch:**

#### **1. The routine duties of the Oiler shall normally include:**

- Oiling main engines and auxiliary machinery, including winches, the steering gear, domestic ice machine, and blowers which may be located outside engine room spaces
- Sounding fuel oil tanks
- Standing by fuel or water lines under the direction of the Engineer in Charge
- Tending the evaporators under the supervision of the Engineer on duty on watch. (It is understood the Engineer on watch will start and blow down the evaporator.)
- Opening and shutting drains and valves
- Tending water, if water gauges and checks are in the Engine Room
- Keeping handrails, gratings, and floor plates wiped in the immediate vicinity of moving machinery
- Responding to clean up of oil spills within Engineroom spaces. Responding to oil spills on deck shall be payable as penalty rate pay except when on overtime.

2. Oilers on watch at sea, on all vessels, shall not be required to chip, scale, or wash paint, shine brass, or perform any other duties aside from the regular routine work except as provided for in Section 5 above, without the payment of penalty pay.

### **B. In Port:**

1. Oilers may be required to stand donkey watch (as defined in Article 44) and the routine duties shall be the same as if on sea watch.

2. Oilers on daywork shall assist in the performance of general maintenance, cleanup and repair work in the Engine Department.

3. Oilers shall not normally be assigned for the pumping of liquid ballast, cargo, or fuel oil but when on daywork may be required to make connections under the supervision of the Engineer in Charge.

4. Oilers shall not normally be required to clean grease extractors except in case of emergency.

5. In port, Oilers shall not be required to chip, scale, paint or clean boilers except as provided for in Section 5 above, without the payment of penalty pay.

## **SECTION 9. WIPERS**

A. At sea and in port during regular hours of work, Wipers shall be required to do general cleaning, painting, and upkeep work in the Engine Department; assist in general maintenance and repair work as directed by the Engineer in Charge; stand by water and fuel lines; carry stores, clean grease extractors, blow tubes, clean bilge strainers of sticks, rags, or dirt, wash boilers down with hose and haul sacks, clean fan and blower rooms. It is not the intent that Wipers be required to sougee alleyways and bulkheads around quarters.

B. Wipers shall be paid at the penalty rate when required to clean tank tops under floor plates, clean bilges by hand or paint bilges, open uptake door, and clean hot wells except where another rate is specifically set forth in this Agreement for the work performed.

C. While in port, wipers and GVAs may be required to paint, chip, sougee, or shine bright work in the fire room fidley, without the payment of penalty pay. However, if this work is performed at sea, the applicable penalty rate shall apply.

D. It is understood that Wipers, at the discretion of the Engineer in Charge may be required to clean fuel oil strainers during his/her regular hours without the payment of additional compensation.

E. Additional compensation shall not apply where Wipers are required to perform wire brushing in connection with washing down of boilers during his regular work hours.

F. Wipers may be required to assist in repair work, but they shall not be assigned to a repair job by themselves without the payment of penalty pay.

G. Wipers may be required to assist the Deck Department in docking and undocking the vessel without the payment of additional compensation except when such work is performed in excess of eight (8) hours in any calendar day and any time on Saturdays, Sundays and holidays.

## **SECTION 10. STEERING ROOM ENGINE AND AUXILIARIES**

The upkeep, maintenance, cleaning and operation of the steering room and steering auxiliaries shall be performed by members of the Engine Department

## **SECTION 11. WORK OUTSIDE ENGINE DEPARTMENT**

A. Members of the Engine Department on daywork may be required to perform engine department duties work outside the engineroom spaces without the payment of additional compensation.

B. Members on watch shall not be required to work outside of engineroom spaces without the payment of penalty pay. Engineroom spaces shall consist of Central Engineroom Control, engineroom, ice machine room, reefer flats, steering engineroom, shaft alley, bow thruster room, emergency generator room and deep sea anchoring equipment, when in operation.

## **SECTION 12. TANK CLEANING**

Tank Cleaning will be in accordance with Article 24, Section 5.

## **SECTION 13. ENGINE DEPARTMENT STORES**

In accordance with the provisions of Article 24, members of the Engine Department shall participate in the distribution and stowage of Engine Department stores.

## **SECTION 14. HANDLING TRASH, GARBAGE, AND RECYCLABLES**

Handling Trash, Garbage and Recyclables will be in accordance with Article 24, Section 2.

## **SECTION 15. DIVING**

Diving will be in accordance with Article 24, Section 7.

## **SECTION 16. DIRTY WORK**

Dirty Work will be in accordance with Article 24, Section 4.

## **ARTICLE 38**

### **SURVEY DEPARTMENT WORKING RULES**

#### **SECTION 1. HOURS OF WORK – DAYWORKER**

A. Members of the Survey Department shall be classified as day workers and shall generally perform the work as recognized in the authorized work statements covering those positions. This does not preclude the assignment of other duties.

B. The hours of work for dayworkers, except as provided for elsewhere in this Agreement, shall be eight (8) hours per day Monday through Friday, between the hours of 0600 and 1800. In the event a dayworker is reassigned to perform watchstanding duties he/she shall be allowed to perform his/her normal duties as a day worker while off watch, if such duties are to be performed. The parties recognize that the size and scope of Survey Operations also requires some flexibility with regard to the assignment of survey work.

C. Dayworkers who are required to work in excess of eight (8) hours per day, Saturdays, Sundays, or holidays or outside of their regular hours of work shall be paid for such work at the overtime rate unless another rate is set forth for the work performed, in which case payment shall be at the higher rate.

D. GVA's and/or JST's may be assigned to assist Survey Technicians when needed and available.

#### **SECTION 2. ADDITIONAL COMPENSATION AT SEA**

All work performed at sea on Saturdays, Sundays, or holidays shall be paid at the overtime rate unless otherwise specified in this Agreement. No work except for the safe navigation of the vessel or routine survey operations is to be done after 1800 and before 0600 and on Saturdays, Sundays, and Holidays without the payment of penalty time as provided for in Article 24 of this agreement.

#### **SECTION 3. CALL OUT**

When the watch below is called out to work at sea, they shall be paid at the applicable overtime rate except in cases of emergency or as provided for in this Agreement.

#### **SECTION 4. HANDLING STORES**

Survey personnel may be required to handle survey supplies and deck stores during their regular hours, in accordance with Article 24.

#### **SECTION 5. IN PORT SECURITY WATCHES**

A. In port, when sea watches are broken and no shore watch is employed, survey personnel may be assigned to the duties of the security watch, provided that such watches shall not normally exceed eight (8) hours within any 24 hours, figured from midnight to midnight. This shall be considered routine duty.

#### **SECTION 6. CHIPPING AND SCALING**

Members of the Survey Department shall not normally be required to chip or scale and if so assigned, shall be paid penalty pay.

#### **SECTION 7. WORKING ABOARD LAUNCHES**

Consistent with the availability of qualified personnel, the Employer shall make every reasonable effort to rotate Survey personnel between different types of missions and launches, and onboard ship for day working or night processing during consecutive day operations, depending upon specific manning requirements.

#### **SECTION 8. HANDLING TRASH, GARBAGE AND RECYCLABLES**

Handling Trash, Garbage and Recyclables will be in accordance with Article 24, Section 2.

#### **SECTION 9. DIVING**

Diving will be in accordance with Article 24, Section 7.

### **ARTICLE 39**

#### **STEWARD DEPARTMENT WORKING RULES**

##### **SECTION 1. HOURS OF WORK**

A. The working day at sea or in port shall be eight (8) hours in a spread of fourteen (14) hours between 0500 and 1900. However, no additional compensation for work shall be approved or paid for the performance of regular routine duties pertaining to the Steward's Department unless ordered to be performed outside regular scheduled hours or unless otherwise specified in

this Agreement. Routine duties shall include preparing and serving three (3) regular meals, cleaning of the galley, messrooms, storerooms, linen rooms, and washrooms.

B. Overtime or penalty work shall be expressly authorized by the Commanding Officer/Master or his/her designee; recommendations from the Chief Stewards may be considered.

C. Steward Department Schedules. It will be the responsibility of the Chief Steward aboard each vessel to have posted in appropriate Steward Department work areas, work schedules which assign tasks to be performed by specified employees of the Steward Department. In addition, these schedules are to reflect the detailed hours of work in which duties are to be performed.

## **SECTION 2. FULL COMPLEMENT**

A. To the fullest extent possible, the authorized complement of the Steward's Department shall normally be maintained when the vessel is feeding all deployed personnel, including scientists and visitors.

B. The Employer agrees to make reasonable efforts to fill vacant Steward's Department positions with qualified personnel as soon as possible.

C. When the Steward's Department operates with less than a full complement, the Employer recognizes that the normal level of work may not be accomplished. If necessary, additional time (overtime) and/or assistance (such as personnel, equipment, etc.) may be provided.

## **SECTION 3. EXTENDED MEAL HOURS**

When meal hours are extended for any reason and all of the Unlicensed Personnel are unable to eat within the regular prescribed time, any members of the Steward's Department required to stand by to prepare and serve the meals shall be paid at the applicable overtime rate if their spread of hours exceeds eight (8) hours in fourteen (14).

## **SECTION 4. SHIFTING MEAL HOURS**

When the meal hour is shifted as provided for in this Agreement the Steward's Department members will normally be given three (3) hours notice or notice as soon as possible and the meal hour must then be shifted for all hands. In such case, no overtime is payable because of the shift except to those Steward's Department personnel whose spread of hours exceeds eight (8) hours in fourteen (14).

## **SECTION 5. SERVING MEALS OUTSIDE OF MESSROOM**

A. Members of the Steward's Department shall not normally be required to enter the engine room for the purpose of serving coffee or meals.

B. With the exception of periodic morale-enhancing "cookouts", the Steward's Department will normally not be required to serve anyone outside their respective messrooms. The member shall be paid at the applicable overtime rate when appropriate, for any time exceeding eight (8) hours. However, meals may be served on the bridge to the Commanding Officer/Master and/or Pilot without the payment of penalty pay whenever it is necessary for the Commanding Officer/Master and/or Pilot to be on the bridge for the safety of the ship. This Section shall not be construed to apply to personnel served during regular working hours on account of illness.

C. For vessel personnel who may be unable to avail themselves to a meal due to operational requirements, a Meal Request Form will be submitted in a timely manner to the Chief Steward, and such a need for special meal provisions will be accommodated.

## **SECTION 6. NIGHT LUNCHESES TO CREW**

Employees of the Steward's Department actually engaged in preparing, serving, and cleaning up for night lunches between 2100 and 0300 are to be allowed a minimum of two (2) hours overtime for preparing, serving, and cleaning up same.

## **SECTION 7. DAYWORK INPORT**

A. When the ship is in port and is not feeding and Steward's Department personnel are on daywork, the regular eight (8) hours shall normally be scheduled between 0600 and 1800.

B. When members of the Steward's Department are on daywork, they may be required to work in storerooms, linen lockers, messrooms, galley, Steward Department passageways, handle stores and linen placed aboard ship, and do general cleaning without the payment of additional compensation.

## **SECTION 8. WORKING IN REEFERS AND FREEZERS**

The Chief Steward shall assign work in the reefers and freezers to members of the steward department to organize and rotate stores, to defrost food items and/or clean the space. Employees working in a reefer or freezer continuously for a minimum of 15 minutes shall be paid at the penalty rate for the time the work is performed. Employees being paid at the overtime rate will in no instance receive penalty pay in addition to overtime pay; the higher rate of pay shall apply. No additional compensation shall be paid for keeping the reefers and freezers neat and orderly at all times or for sweeping or removing packaging within regular working hours.

## **SECTION 9. HANDLING STORES**

In accordance with Article 24, members of the Steward's Department may be required to load and stow stores.

## **SECTION 10. SOUGEEING**

A. Employees of the Steward's Department will not normally be required to sougee. Wiping off fingerprints, grease spots, etc., shall not be considered sougeeing.

B. When extra personnel are added to the Steward's complement, they will perform and work as directed by the Chief Steward, including sougeeing, during regular working hours without the payment of additional compensation.

## **SECTION 11. CHIPPING, SCALING, AND PAINTING**

Members of the Steward's Department shall not normally be required to chip, scale, or paint.

## **SECTION 12. GALLEY GEAR**

The Employer shall furnish all tools for the galley, including knives for the cooks.

## **SECTION 13. MINIMUM OVERTIME**

When any member of the Steward's Department is called out on overtime to work between 1900 and 0500, a minimum of two (2) hours overtime shall be paid.

## **SECTION 14. PENALTY PAY**

Penalty pay is authorized only as provided in this Agreement.

## **SECTION 15. LAUNDRY AND LINENS**

Every effort will be made to have ship's laundry and linen done by commercial services.

## **SECTION 16. Handling Trash, Garbage and Recyclables**

Handling Trash, Garbage and Recyclables will be in accordance with Article 24, Section 2.

## **SECTION 17. DIVING**

Diving will be in accordance with Article 24, Section 7.

## **ARTICLE 40**

### **MAINTENANCE DEPARTMENT WORK RULES**

#### **SECTION 1. HOURS OF WORK – DAYWORKER**

- A. The Engineering Electronic Technician shall be considered as a day worker.
- B. The hours of duty for dayworkers, except as provided for elsewhere in this Agreement, shall be eight (8) consecutive hours per day, excluding meal hour periods, Monday through Friday.
- C. Duty performed in excess of eight (8) hours per day Monday through Friday, and on all hours worked on Saturdays, Sundays, and holidays, shall be paid for at the overtime rate unless another higher rate is set forth for the work performed, in which case payment shall be at the higher rate.
- D. The Engineering Electronic Technician (EET) is responsible for the maintenance, troubleshooting and repair of engineering related electronic and mechanical systems. Duties include but are not limited to; electric generating, propulsion, operational and monitoring systems; automated control, monitoring and indicating systems for ballast, fueling, fire and general alarm systems; un-interruptible power supplies; dynamic positioning system; steering system; autopilot system; sound powered telephone system; and miscellaneous unattended alarm panels. The incumbent maintains, repairs, and calibrates pressure, temperature, and volume indicators as well as I-P converters, "Action Paks" and various signal conditioners. The EET is responsible for electronically controlled deck equipment such as winches and/or cranes; electronically controlled hydraulic systems; and any additional electronically controlled/automated systems or machinery as designated by the supervisor.
- E. If a dayworker is assigned the duties of a watchstander, he/she will be paid at the dayworker rate. All hours outside of the newly assigned watch shall be paid at the appropriate overtime.

#### **SECTION 2. CARRYING DEPARTMENT STORES**

In accordance with the provisions of Article 24 members of the Maintenance Department shall participate in the distribution and stowage of Maintenance Department stores.

#### **SECTION 3. HANDLING TRASH, GARBAGE AND RECYCLABLES**

Handling Trash, Garbage and Recyclables will be in accordance with Article 24, Section 2.

#### **SECTION 4. DIVING**

Diving will be in accordance with Article 24, Section 7.

#### **SECTION 5. ADDITIONAL DUTIES**

If the EET is assigned to perform duties outside his/her customary and recognized duties, as described in the respective Statement of Work he/she will be paid at the applicable penalty rate. If the duties are performed outside of regular working hours, the higher rate shall apply.

### **ARTICLE 41**

#### **AMENDMENTS, CHANGES IN LAWS, REGULATIONS, AND POLICIES**

**SECTION 1.** By mutual consent of both parties, this Agreement may be opened at any time for amendment. Such amendments will be duly executed and will become effective on a date determined to be appropriate under the circumstances. In the event any law, regulation, or policy binding on the Employer hereinafter enacted or issued is inconsistent with any provision of this Agreement, or any other recorded understanding, the Employer shall promptly notify the Union, and the Employer and the Union shall promptly issue a joint statement of the effect of such change upon this Agreement or other recorded understanding. No regulation or policy will be enforced or administered in a manner which gives it retroactive effect unless otherwise provided for by law.

### **ARTICLE 42**

#### **DURATION OF THE AGREEMENT**

**SECTION 1.** This Agreement shall become effective upon approval by the Agency Head and will remain in effect for five years. Thereafter this Agreement shall remain in effect from year to year unless either party shall notify the other in writing no more than 105 days or less than 60 days prior to the expiration date of this Agreement, or any subsequent expiration date, of its desire to terminate or renegotiate this Agreement.

## **ARTICLE 43**

### **DISTRIBUTION OF AGREEMENT**

**SECTION 1.** A copy of this Agreement shall be made available to all bargaining unit members.

**SECTION 2.** The cost of the printing/reproduction of the Agreement will be borne equally by the parties. The Union will be afforded sufficient copies for its needs and for distribution to the employees of the units for which it holds exclusive recognition. The Employer shall make distribution to those Management personnel responsible for implementation of the Agreement.

**SECTION 3.** The Employer will ensure the Agreement is available electronically.

## **ARTICLE 44**

### **DEFINITIONS**

DAY - Refers to the 24 hours from midnight to midnight.

DAYS - Calendar days when used to indicate a time limit.

DAYWORK - Work performed by ships' personnel, except the Steward Department and personnel assigned sea watches, during eight (8) hours of duty between 0800 and 1700 on Monday through Friday at sea or in port, or as specified elsewhere in this agreement.

DAYWORKERS - Ships' personnel, except Steward Department and personnel assigned sea watches, whose services are required for maintenance upkeep, and service to the ship, and who are assigned to daywork at sea and/or in port.

DONKEY WATCH – Donkey watch is a watch performed in port by Engine Department unlicensed personnel who are required to maintain generators for the purpose of ensuring ship power or use of certain ship auxiliary equipment.

GANGWAY WATCH - The watch stood in port by personnel stationed at or near the ship's gangway primarily to challenge visitors and maintain the gangway in a safe and proper position. Normally, this watch will be established as follows: 0000 to 0800, 0800 to 1600, and 1600 to 2400.

INACTIVE SHIP - A ship for which there is no funding for operations and on which a reduction of permanent crew has been made, consistent with the necessary conditions of maintenance and

crew requirements, to assure return to full operational status for operational readiness within a prescribed time limit.

SEA WATCH - Established hours of work for Deck, Engine, Maintenance and Survey Department personnel primarily necessary for the navigation of the ship and mission-oriented operations. Sea watches are generally stood by marine employees divided into three (3) groups or “watches” with each group working four (4) hours in each 12-hour period. Scheduled sea watches constitute the regular eight (8) hours of duty for watchstanders when sea time is in effect.

SECURITY WATCH - The watch assigned to ship’s personnel who are required to maintain the secure integrity of the vessel.

SOUGEEING - Cleaning large areas of overheads or bulkheads with a cleaning solution. Wiping off fingerprints, grease spots, normal sweeping, cleaning and mopping of decks in the messrooms and galley, etc., shall not be considered sougeeing.

WATCH - Established hours of work served by marine employees. The term also refers to the employees who stand the watch.

WATCH BELOW - Personnel not on duty at a given time.

WATCH ON DECK - Personnel actually on duty at a given time. This includes both watchstanders and dayworkers.

WATCHSTANDER - A marine employee assigned to a sea watch.

**ARTICLE 1**  
**BASIC AGREEMENT**

This Agreement is entered into this 22<sup>nd</sup> day of March 2011, between the U. S. Department of Commerce, National Oceanic and Atmospheric Administration, Marine and Aviation Operations, hereinafter called the "Employer" and Seafarers International Union (SIU), Atlantic, Gulf, Lakes and Inland Waters District/National Maritime Union, AFL-CIO hereinafter called the "Union."

WITNESSETH:

In consideration of the rights and obligations herein set forth, the parties hereto, intending to be bound hereby, agree as follows:

Whereas, it is the intent and purpose of the parties to promote and improve the efficient administration of the Federal Service and the well-being of employees within the meaning of Title VII, Public Law 95-454, Federal Service Labor-Management Relations, to establish a basic understanding relative to personnel practices, and policies, and matters affecting conditions of employment and to provide means for discussion and adjustment of grievances and other matters of mutual interest and concern to employees of the Employer,

Now, therefore, the parties agree as follows:

**ARTICLE 2**  
**RECOGNITION**

**SECTION 1.** The Employer hereby recognizes that the Union is the exclusive representative of all employees in the Units defined below, for the purpose of negotiation and enforcement of this Agreement and any supplements, subject to Section 2 below.

**SECTION 2.** In accordance with the exclusive recognition granted pursuant to Title 5, Chapter 71, United States Code, Amendment of Certification of Representative, issued by the Federal Labor Relations Authority, dated June 30, 2004, Management hereby affirms the recognition of the Union as the exclusive representative of the employees in the two bargaining units as follows:

Unit I: Employees of vessels under the jurisdiction of the Director, Marine Operations Center, except those identified as excluded. (This includes Engineering Electronic Technicians which are different from the excluded Electronic Technicians.)

Unit II: All Chief Stewards, Chief Boatswains, Chief BM/Fisherman, Chief Survey Technicians employed by the National Oceanic and Atmospheric Administration, NOAA Marine and Aviation Operations.

**SECTION 3.** The following vessel employees are not included in the bargaining units:

- A. All Masters and Mates
- B. All Chief and Assistant Engineers
- C. All Chief Yeomen (which are no longer authorized in NOAA)
- C. All Electronic Technicians
- D. All employees represented under exclusive recognition by any other union.
- E. All intermittent or seasonal employees whose appointments are limited to three (3) months or less.
- F. All management officials, supervisors, and employees described in 5 U.S.C. 7112(b) (1), (2), (3), (4),(5),(6) and (7).

## **ARTICLE 3**

### **PRINCIPLES AND POLICIES**

**SECTION 1.** The Employer and the Union agree that each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under the Civil Service Reform Act of 1978, Title VII, Labor Management and Employee Relations, such right includes the right:

- A. To act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities; and
- B. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under Title VII, the Federal Service Labor Management Relations Statute.

**SECTION 2.** It is agreed that: Pursuant to Section 7106(a) of the Statute, nothing in this Agreement shall affect the authority of Management to determine the mission, budget,

organization, number of employees, and internal security practices of the agency and in accordance with applicable laws:

A. To hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

B. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

C. With respect to filling positions, to make selections for appointments from;

1. among properly ranked and certified candidates for promotion, or
2. any other appropriate source;

D. To take whatever actions may be necessary to carry out the agency mission during emergencies.

**SECTION 3.** The Parties agree to observe any active Executive Order regarding Labor-Management relationships, including E.O. 13522, including any that may be issued subsequent to current negotiations over this article/contract.

**SECTION 4.** The provisions of this Agreement are not intended to alter the Employer's authority to assign work in accordance with 5 U.S.C. §7106(a) (2) (B), and are not to be construed as doing so. Although the duties of specific wage marine positions are indicated in Articles 36 through 39 herein, they have been specified only to indicate the normal duties customarily assigned to these positions aboard ship. In doing so, the Employer and the Union seek to ensure the proper application of prevailing maritime industry pay practices in accordance with 5 U.S.C. §5348a, including but not limited to the application of premium pay.

**SECTION 5.** Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization; or to pay money to the organization except pursuant to a voluntary, written, authorization by an employee for the payment of dues through payroll deductions.

## **ARTICLE 4**

### **MUTUAL RIGHTS AND OBLIGATIONS**

**SECTION 1.** The Union, having been recognized as the exclusive union representative of the employees described in Article 2 above, shall:

A. Be entitled to act and negotiate agreements covering all employees in the unit, and shall be responsible for representing them without discrimination and without regard to membership in the Union.

B. Be afforded the opportunity to be represented at formal discussions between representatives of the Employer and employees or their representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of the employees.

C. Be given the opportunity to be represented at any examination of an employee in the unit by a representative of the agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests Union representation.

**SECTION 2.** The Employer and the Union shall meet at reasonable times and confer with respect to personnel policies and practices and matters affecting working conditions so far as may be appropriate, subject to law and policy requirements, including but not limited to, such matters as safety, training, employee-management cooperation, employee services, the methods of adjusting grievances, appeals of grievance decisions, granting of leave, promotion plans, demotion practices, policy on pay within the limits of administrative discretion permitted by law, Commerce Department and NOAA regulations, reduction-in-force practices, and hours of work. This extends to negotiation of this Agreement, or any question arising there under, and the execution of a written Memorandum of Understanding incorporating any agreement reached by the parties.

**SECTION 3.** The Employer and the Union agree to expend maximum efforts to maintain sound and cooperative relationships. The Employer will give prompt attention to inquiries received from accredited representatives of the Union, and in turn, will receive the same consideration on requests directed by the Employer to the Union or its representatives. The Employer will continue to make appointments to positions for which Union members and employees represented by the Union are eligible in accordance with merit principles and applicable Office of Personnel Management, Commerce Department, and other laws, rules and regulations, on the basis of merit and ability. The Employer, as it may deem necessary, agrees to consult with the Union in determining recruitment sources for applicants.

## **ARTICLE 5**

### **UNION REPRESENTATION AND RIGHT OF VISITATION**

#### **SECTION 1.**

A. The Employer agrees to recognize the Union officers and all other representatives of the Union, and further agrees to recognize, aboard each Class III and larger vessel, one delegate from each of the Deck, Engine, Survey and Steward Department, and a Chairperson. This shall comprise the "ship's committee." The Chairperson shall be one of these four delegates or may be from one of the other represented departments. Thus, each Class III and larger vessel may have up to four delegates, one of whom will be designated as the Chairperson. Aboard these vessels the Chairperson will represent those employees who do not have an individual department delegate. The unlicensed Department Heads may be represented by a delegate of their choice. The Employer further agrees to recognize, aboard each Class IV and smaller vessel, one delegate who shall represent all employees covered by this Agreement. Thus, each Class IV and smaller vessel may have one delegate.

B. When possible, the Union shall inform the Employer in writing of those chosen/elected as representatives of the Union. Each ship command will be kept notified of the ship delegates, including designation of the Chairperson. Notification shall also be given for each change that occurs.

**SECTION 2.** Any bargaining unit employee representing the Union in the negotiation of a collective bargaining agreement under Title VII, Civil Service Reform Act of 1978, shall be authorized official time for such purposes, including attendance at impasse proceeding, during the time the employee otherwise would be in a duty status. The number of employees for whom official time is authorized under this subsection shall not exceed the number of individuals designated as representing the Employer for such purposes. Per Diem and travel allowances will also be paid as agreed upon by the parties.

**SECTION 3.** Any activities performed by any employee relating to the internal business of the Union (including the solicitation of membership, elections of Union officials, and collection of dues) shall be performed during the time the employee is in a non-duty status.

**SECTION 4.** Non-duty hours as used in this Article shall mean time during which an employee is not expected to be actively engaged in performing official Government duties.

**SECTION 5.** Consultation with the Union's official representatives or delegates will normally be conducted during regular working hours, with reasonable time being granted to Union representatives to discharge their responsibilities under this Agreement without loss of pay.

Official time used in the performance of representational duties shall be recorded using a bilateral system to meet Office of Personnel Management requirements as follows:

A. An accurate daily log which lists the total time spent on representational duties by ship's delegates will be maintained.

B. The log shall be forwarded to the Executive Officer on a bi-weekly basis for review. The delegate shall initial the log. The time will be recorded in T&A.

**SECTION 6.** Union representatives may visit bargaining unit employees in a non-duty status aboard vessels covered by this Agreement for the purpose of discussing Union business and affairs subject to operational and security requirements as determined by the Commanding Officer of the appropriate Marine Operations Center (MOA or MOP) or Commanding Officer/Master when based elsewhere than home port. The Commanding Officer of the appropriate Marine Operations Center or his/her designated representative, or Commanding Officer/Master, under the circumstances noted above, shall grant permission for a Union representative to board a ship subject to the following conditions:

A. Subject to operational or security requirements, time shall be granted for the visit.

B. The Union representative may meet aboard the ship with the Union's ship committee or similar representatives, and with any other member of the Unit who is in a non-duty status and wishes to meet with the Union representative.

C. The Commanding Officer/Master of the ship shall designate a space aboard the ship for transaction of the Union's business or arrange for a room at the ship base.

D. Authority of the Commanding Officer/Master: It is understood and agreed that nothing contained in this Agreement is intended or shall be construed so as to restrict in any way the authority of the Commanding Officer/Master. Union meetings onboard ship are not a valid reason for an employee to leave the work station unless released by the Commanding Officer/Master. Permission shall not be unreasonably denied.

**SECTION 7.** For information purposes, the Commanding Officer/Master, or his/her representative or the gangway watch shall be informed by the Union representative upon completion of the visit.

## **ARTICLE 6**

### **DUES WITHHOLDING**

#### **SECTION 1. GENERAL**

A. This Article is for the purpose of permitting eligible employees who are bargaining unit members to pay dues through the authorization of voluntary allotments from their compensation. This Article covers all eligible employees:

1. Who are members in the Union;
2. Who voluntarily complete Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues; and
3. Who receive compensation sufficient to cover the total amount of the allotment.

B. The parties agree that the provisions of this Agreement are subject to, and will be governed by, applicable Federal laws, rules and regulations issued by the Office of Personnel Management, Federal Labor Relations Authority, and Department of Commerce regulations, and will be modified by any future amendments thereto.

#### **SECTION 2. MANAGEMENT RESPONSIBILITIES**

Management is responsible for:

A. Permitting and processing voluntary allotment of dues in accordance with this Agreement;

B. Notifying the Union of the current name and title of the appropriate WFMO contact who shall receive the Standard Form 1187 for processing.

C. Withholding dues on a per pay period basis;

D. Withholding new amounts of dues upon certification from the authorized Union official;

E. Transmission electronically of dues to the union.

F. Providing report of dues payment for each pay period which provides the following information:

1. The name of each employee for whom the deduction has been authorized to be made during the current pay period.

2. For each employee or group of employees the following information will be given to the extent applicable:

a. Amount withheld;

b. No deduction because employees' compensation insufficient to permit a deduction.

### **SECTION 3. LABOR ORGANIZATION RESPONSIBILITIES**

A. The Union is responsible for:

1. Informing its members on the voluntary nature of the system for the allotment of employee organization dues including the conditions under which the allotment may be revoked once a year;

2. Obtaining and distributing to bargaining unit members Standard Form 1187;

3. Notifying the servicing WFMO, in writing of:

a. Current authorized name and title of official who will make the necessary certification of Standard Form 1187 in accordance with this Agreement.

b. Any change in the amount of dues to be deducted.

B. Forwarding properly executed and certified Standard Form 1187 to the servicing WFMO on a timely basis; Management's internal distribution system will not be used for this purpose.

C. Promptly forwarding an employee's revocation (memorandum or Standard Form 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues) to the servicing WFMO when such revocation is submitted to the Union; and

D. Keeping the servicing WFMO informed of the name, title, and address of the allottee to which remittance should be sent. Until further notice this will be:

COMPTROLLER  
Seafarers International Union  
5201 Auth Way  
Camp Springs, Maryland 20746

**SECTION 4. JOINT STIPULATIONS**

A. The amount of the dues to be deducted as allotments from compensation may not be changed more frequently than once each twelve (12) months.

B. Administrative errors in remittance checks will be corrected and adjusted in the next remittances to be issued to the employee organization. If the Union is not scheduled to receive a remittance check after discovery of an error, the gaining party agrees to promptly refund the erroneous remittance.

**SECTION 5. EFFECTIVE DATES FOR ACTIONS UNDER THIS AGREEMENT**

The servicing WFMO will be responsible for coordinating the actions described under this Agreement prior to payroll processing. The effective dates for actions under this Agreement are as follows:

**Starting dues withholding**

First pay period after date of receipt of properly executed and certified Standard Form 1187 by the servicing WFMO; no more than once every twelve (12) months. An employee must remain on payroll deductions for one year after commencement of dues withholding.

**Changes in amounts of dues**

First pay period after receipt of certification by the servicing WFMO.

**Revocation by Employee:  
(Revocation may be made by use  
of SF 1188 or by memorandum.**

Employees on dues withholding for less than one year may revoke their dues withholding authorization effective the first pay period following their respective anniversary date (the anniversary date is the date dues were first withheld from pay). Notice must be received by the servicing WFMO no later than COB on the employees' respective anniversary date.

**Subsequent years:** Revocation will not be effective until the second full pay period following any successive anniversary date, provided the formal request is received no later than such anniversary date.

**Termination due to loss of membership in good standing.**

First pay period after date of receipt of notification by the servicing WFMO.

**Termination due to loss of exclusive recognition on which allotment was based.**

First pay period after date of receipt of notification by the servicing WFMO.

**Termination due to separation or movement to recognition area not covered by this Agreement.**

First pay period after date of receipt of notification by the servicing WFMO.

## **ARTICLE 7**

### **SCHEDULES AND ROSTERS**

**SECTION 1.** The Employer will provide the following information to the Union's designated representative, upon request but no more than quarterly:

- A. A tentative schedule of the Employer's vessels on a regular basis; and
- B. The name and rating of each bargaining unit employee by Employer vessel.

## **ARTICLE 8**

### **BULLETIN BOARDS**

**SECTION 1.** It is agreed that the Union, subject to such Employer regulations as may be issued, may distribute notices or post bulletins in designated areas aboard the vessel and in Marine Operations Center-designated offices.

**SECTION 2.** Literature posted or distributed on the Employer's ship or at shore installations will not contain language which is defamatory against the Employer, individuals, or activities of the Federal Government.

**SECTION 3.** Violation of the requirements of Section 2 above concerning content and distribution of literature will be grounds for revocation of this privilege.

## **ARTICLE 9**

### **EQUAL EMPLOYMENT OPPORTUNITY**

**SECTION 1.** The parties will not discriminate on the basis of race, color, religion, sex (including sexual harassment and pregnancy discrimination), sexual orientation, national origin, age (40 years of age and over), or disability (physical or mental).

**SECTION 2.** It is recognized by both parties that quarters assignments may be changed aboard the vessel where necessary to accommodate men and women in accordance with NOAA policy.

## **ARTICLE 10**

### **STANDARDS AND JURISDICTION**

#### **SECTION 1. QUALIFICATION STANDARDS**

NOAA Wage Marine qualification standards provide qualification requirements to be used in evaluating employees for employment, promotion or reassignment. They also provide brief descriptions of the work performed by the position.

#### **SECTION 2. NOAA STATEMENTS OF WORK**

NOAA Statements of Work will accurately reflect the duties being performed by each unlicensed wage mariner rating. The Work Statements will be updated as necessary. Additionally, the Work Statements will be distributed annually and will be available on the MOC web site. Unlicensed Wage Mariners will be given the opportunity to review and discuss their statements of work as well as their performance plans with their designated supervisor.

#### **SECTION 3. JURISDICTION**

A. It shall be the normal practice to assign unlicensed wage mariners to perform the customary and recognized duties as described in the Statement of Work for their respective

department and rating. Other mission-related duties within a department may be assigned to qualified members of that department in accordance with pay practices contained in this Agreement. Interdepartmental assignments may be made to qualified personnel if the aforementioned provision cannot be met.

B. The parties agree that, absent circumstances described below, it is not the intention to assign individuals to perform work routinely assigned to other unlicensed wage mariner positions.

C. Emergency duties or other duties related to the safety of the vessel, or due to extreme circumstances, may be assigned at any time without additional compensation.

D. Upon request, the parties will meet to discuss and review these statements of work and reasonable recommendations which reflect prevailing maritime industry standards may be considered by the Employer in revising the statements of work.

#### **SECTION 4. GENERAL VESSEL ASSISTANTS**

A. As recognized in the authorized work statement, the GVA shall be considered an entry-level rating, equivalent to an Ordinary Seaman (OS), Ordinary Fisherman (OF), Wiper, or Messman and shall perform the work described in the position description for those ratings.

B. The GVA rating may be utilized on a rotating, time-sharing basis in Deck, Engine and Steward Department. If the GVA is used on a rotating basis through the Department, it is agreed that the shortest period of assignment to a particular department should be four (4) continuous hours, such hours to commence at the beginning of the scheduled work day. The parties agree that it is intended that a GVA will be permitted to work the mid-day meal in the Steward Department, preceded or followed by work in the Deck or Engine Department.

C. When assigned or rotated to a department as dayworker, the hours of duty and working rules of the GVA will be those of the department to which assigned or rotated.

D. When determined to be qualified in accordance with the Work Statements of OS, OF or Wiper, a GVA may be assigned to a watch, other than a helm watch. The parties agree that it will not be the practice to alternate between daywork and watchstanding on a day-today basis.

## ARTICLE 11

### TEMPORARY PROMOTIONS

**SECTION 1.** Temporary promotions of qualified unlicensed employees will be made when such a position will be open for fourteen (14) calendar days or longer during the working season, and:

When there is a need for an employee to perform the full duties of a position during the extended absence of the incumbent,

To fill a position which has become vacant until a permanent appointment is made,

To assume responsibility for a higher grade position because of an increased workload for a limited period, or

To participate in a special project which will last for a limited period.

**SECTION 2.** In order to qualify for a temporary promotion, the employee must meet the qualification standards as described in the NOAA Qualification Standards Handbook and must possess the required endorsement certifications necessary for the position.

**SECTION 3.** Waiver of licensing requirements is not authorized in order to temporarily promote an unlicensed employee into a licensed position. The employee must possess the appropriate license, i.e. a Junior Engineer must possess a Third Assistant Engineer license in order to be temporarily promoted to that position

**SECTION 4.** When temporary promotions are made, they must be for at least one full pay period (14 days) and will begin at the beginning of the next pay period following receipt of the request to temporarily promote by the Workforce Management Office.

**SECTION 5.** However, it may not always be possible to start the temporary promotion on the exact date that the employee actually assumed the higher rated duties, since promotions under the NOAA/DOC systems begin on the first day of a pay period. Additionally, the NOAA/DOC pay system cannot accommodate temporary promotion of less than a full pay period (14 calendar days).

**SECTION 6.** Recognizing that the Employer may not be able to start an employee's temporary promotion on the same day he or she actually assumes the higher rated duties, the following procedure is agreed upon:

- The effective date of the promotion is within 30 days of the date the employee actually assumed the full duties of the higher rated position, and
- The promotion is for a period of not less than the length of time the employee actually performed the higher rated duties provided it's for fourteen (14) calendar days or longer.

**SECTION 7.** A temporary promotion is not appropriate, however, primarily for training or evaluating an employee in a higher level position. It may not be used to give an employee a trial period before promotion to decide among candidates for promotion or to train employees in higher grade duties.

**SECTION 8.** An unlicensed employee will be temporarily promoted for the expected duration of the need for his or her services in the higher rating.

**SECTION 9.** Employees temporarily promoted must be fully advised in advance, either orally or in writing, regarding the nature of the promotion and that when the promotion expires, he/she will be returned to a position equivalent in pay to their permanent rating. The temporary promotion will be documented on the "Notification of Personnel Action," Form SF-50B.

**SECTION 10.** Unless extended or shortened by the Employer, a temporary promotion ends on the specified date. The promotion will normally terminate at the end of the pay period in which the employee returns to his or her regular position.

**SECTION 11.** The Employer may utilize details to meet temporary staffing needs when necessary services cannot be obtained by other desirable or practical means such as a temporary recruitment, reassignment of an employee from within the organization, or when a higher position will be open less than fourteen (14) calendar days or a temporary promotion is not possible. Other details for the purpose of training, evaluation, or filling equal positions will normally be limited to a maximum period of 120 days unless prior approval from the WFMO is obtained.

## **ARTICLE 12**

### **PERFORMANCE APPRAISALS**

**SECTION 1.** Unit employees will receive their performance appraisal in accordance with the Department of Commerce Performance Appraisal System for the General Workforce (DAO 202—430) and this Agreement.

**SECTION 2.** Performance ratings will be based on an assessment of the results of the employee's performance against the standards/requirements communicated to the employee at the beginning of the appraisal period or during the rating cycle, (should they be changed) and documented in the employee's performance plan. The evaluation process will be clearly explained to the employee. The evaluation shall be in writing and the employee shall be given an opportunity to evaluate all the documentation used as a basis of the employee's rating. A copy of the evaluation shall be provided to the employee.

**SECTION 3.** The parties recognize that counseling benefits the employee, the appraising official, and the Employer, and may enhance an individual's chances for success. Should an employee's performance fall to the unacceptable level, he/she will be placed on a Performance Improvement Plan (PIP).

**SECTION 4.** Information on the Department of Commerce Performance Appraisal System and individual rights and responsibilities under the system are available on line at the NOAA Workforce Management website.

## **ARTICLE 13**

### **TRAINING**

**SECTION 1.** Whenever, consistent with the operational program of the vessel, and the Departmental training regulations, all unlicensed personnel may be given the opportunity to receive training in continuing education of their respective department, consistent with the availability of funds.

**SECTION 2.** When funding is available and in conjunction with management's discretion in formulating training plans, the Employer agrees:

A. At the request of the employee, to allow official time for schooling or tutoring leading to a recognized professional maritime certification/endorsement such as the Paul Hall Center for Maritime Training or any other accredited maritime training facility.

B. To reimburse the direct costs of training when the certificate/endorsement is obtained.

C. To permit the use of accrued leave scheduled in continuity with official time for these purposes.

D. That the benefits described in this Section will normally be limited to once per employee per 12 month period.

E. That granting of official time will be dependent upon presentation of proof of certification/endorsement.

**SECTION 3.** Employee receiving benefits under this Section agree to remain with the Employer for one (1) year after the date of award of the certification/endorsement or an upgrade, or reimburse the Government for all direct costs of training incurred, upon leaving.

**SECTION 4.** When new equipment is installed aboard NOAA vessels (i.e. navigation systems, dynamic positioning, or scientific equipment, etc.), unlicensed wage-mariners who will be assigned to use such equipment will be provided appropriate training.

**SECTION 5.** Efforts will be made to schedule travel for training during paid hours, including consideration of allowing individuals to remain overnight upon completion of training to minimize excessively long hours of travel time added to the final training day. Impact on the organization will also be a consideration.

## **ARTICLE 14**

### **IMPASSES IN NEGOTIATIONS**

When agreement cannot be reached on a matter that both parties agree is negotiable, and after serious and diligent negotiations, then either party may request the Federal Mediation and Conciliation Service to furnish a mediator to meet with the parties, study the issues, and assist the parties in resolving the matters at issue. Any cost involved in obtaining the services of a mediator shall be paid by the Employer and the Union in equal share. When voluntary arrangements, including the services of the Federal Mediation and Conciliation Service or other third-party mediation, fail to resolve a negotiation impasse, either party may request the Federal Service Impasses Panel to consider the matter.

## **ARTICLE 15**

### **INFORMAL COMPLAINT PROCEDURE**

**SECTION 1.** The primary purpose of this Agreement is to maintain the issues and procedures herein established. The bilateral resolution of any dispute is to the advantage of all.

**SECTION 2.** Prior to the filing of an unfair labor practice complaint with the Federal Labor Relations Authority, and/or a formal Union/Management grievance, either the Union or Employer shall notify in writing the other party of the alleged violation. The charge shall contain a clear and concise statement of the facts constituting an unfair labor practice, or other

alleged violation, including the time and place of the occurrence of the particular act(s). The parties involved shall investigate the allegations so that all the facts are known and attempt informally to resolve the matter. If the parties are unable to dispose informally of the charge or issue within 30 calendar days from the date of receipt by the respondent, the complainant or Union/Management may file a complaint or grievance. In no event will this Section preclude either the Union or the Employer from filing an unfair labor practice charge, or other formal grievance, if the thirty (30) calendar day requirement in this Section would cause the unfair labor practice complaint to be untimely. In those instances, the thirty (30) calendar day requirement is reduced to a lesser period.

## **ARTICLE 16**

### **GRIEVANCE INFORMATION**

#### **SECTION 1. COVERAGE AND INTENT**

A. The Employer and the Union recognize the importance of settling disagreements and misunderstandings, whether at sea or in port, promptly, fairly, and in a manner consistent with the best interests of the employees and the employer.

B. Every effort will be made to settle disputes and/or grievances expeditiously and at the lowest possible level of supervision.

C. Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjustment of their grievances and appeals of grievances.

D. The parties agree to cooperate fully in processing grievances.

E. The grievance procedure shall be the sole method available to employees, the Union and Management for resolving grievances, unless other appeal procedures are available, in which case a choice between the available procedures must be made.

F. The parties may consider use of the NOAA alternative dispute resolution program at any point during the grievance procedure except for matters involving discipline, adverse action or contract interpretation. Any time limits specified in this article will be stayed during ADR mediation.

G. Throughout this grievance procedure "days" is defined as calendar days.

#### **SECTION 2. DETERMINATION OF A GRIEVANCE**

A. A grievance means any complaint:

1. By a bargaining unit employee concerning any matter relating to the employment of the employee;
2. By the Union concerning any matter relating to the employment of a bargaining unit employee;
3. By a bargaining unit employee, the Union or the Employer concerning:
  - a. The effect or interpretation, or a claim of breach of this Agreement; or
  - b. Any claimed violation, misinterpretation, or misapplication of a law, rule or regulations affecting conditions of employment.

### **SECTION 3. EXCLUSIONS**

- A. Excluded from the grievance procedure are the following:
  1. Prohibited political activities;
  2. Retirement, life insurance or health insurance;
  3. Suspension or removal for national security reasons;
  4. Examination, certification, or appointment;
  5. Position classification which does not result in loss of grade or pay;
  6. Termination of employees during the trial period or from a temporary or term appointment. (This does not preclude the Union from discussing the circumstances with the Employer.);
  7. Written or oral reprimands and suspensions of 14 days or less;
  8. Reduction in grade or pay;
  9. Furloughs of 30 days or less;
  10. Reduction in force;
  11. Warnings and proposed actions (This does not preclude an employee from having a Union or other representative as an advisor during a written or oral reply to a proposed action.);
  12. Content of published DOC, NOAA and OMAO regulations and policies;

13. Granting or failure to grant incentive awards or non-adoption of a suggestion;
14. Matters excluded by law or government-wide rule or regulation.

#### **SECTION 4. OTHER AVAILABLE APPEAL PROCEDURES**

In adverse actions (5 U.S.C. 7512), EEO discrimination complaints (5 U.S.C. 2302), and removal or reduction in grade for unacceptable performance (5 U.S.C. 4303), the employee may use either the negotiated grievance procedure or the statutory appeals procedure (but not both). The employee shall be deemed to have exercised his or her option at such time as the employee timely initiates an action under the applicable statutory procedure or timely files a grievance in writing in accordance with the provisions of the negotiated procedure, whichever event occurs first.

#### **SECTION 5. NON-REPRESENTED GRIEVANCE**

A. An employee or groups of employees may present their grievance(s) to the Employer and have them decided upon with or without the services of the Union; however any decision made in these circumstance may not be inconsistent with the terms of this Agreement. The Employer will, in a timely manner, notify the Union of the final decision of non-represented formal grievances. If the Union believes any decision violates the terms of the Agreement, the Union may grieve such decision under the terms of this article.

B. Employees who choose to present their own grievance(s) without intervention by the exclusive Union are not entitled to further review or consideration beyond the opportunity to present their grievances and have the matter adjusted, affirmatively or negatively. The decision of the Commanding Officer of the appropriate Marine Center, or designee, is final and all rights to arbitration are waived.

#### **SECTION 6. WORD PROCESSING SUPPORT**

Throughout this procedure, word-processing equipment and current word processing software shall be made available to employees for the preparation of a grievance. Grievances may be hand-written.

## ARTICLE 17

### STEPS FOR FILING GRIEVANCES

#### SECTION 1. TIME LIMITS

A. All time limits specified in this article are binding; however, nothing precludes mutual agreement to extend time limits documented in writing.

B. Failure of the Union, the grievant, or the grievant's representative to observe any time limit shall terminate the grievance, unless good cause for the failure is shown.

C. Failure of Management to observe any time limit shall allow the grievant to elevate the grievance to the next step.

#### SECTION 2. ALL GRIEVANCES (EXCEPT THOSE RELATED TO DISCIPLINE)

This is the process to use for all grievable issues, other than disciplinary matters (which are addressed below.)

A. **INFORMAL:** Whenever an employee considers himself or herself aggrieved over a matter arising over the application or interpretation of this Agreement, that employee shall discuss the matter with his or her immediate supervisor within fourteen (14) days of the date of the action or condition giving rise to the grievance. If the employee chooses, he/she may be accompanied by the ship's Union delegate when at sea, or by the ship's Union delegate and/or a Union official if ship is in port. The employee should indicate if they wish the matter to be considered a grievance. The supervisor shall give his/her decision within seven (7) days.

The informal process may be waived if the employee chooses to proceed directly to Step 1 of the formal grievance process.

#### B. **FORMAL GRIEVANCES:**

##### 1. **STEP 1:**

a. If the employee is not satisfied with the decision of the supervisor and elects to pursue the grievance further, he/she must submit the grievance in writing to the Commanding Officer/Master, within fourteen (14) days of knowledge of the grievance or receipt of the decision in the informal process. The formal written grievance must contain:

- Identity and title of the aggrieved employee;
- Declaration of employee's desire to be represented by the Union or not;

- Identification of Article, Section and subsection of this Agreement, or law, rule, or regulation, on which the grievance is based;
- A detailed statement of the facts which resulted in the grievance;
- The corrective action desired.

b. When a formal written grievance is received by the Commanding Officer/Master, the ship's Union delegate will be informed a grievance has been received. Should the grievant wish to make an oral presentation regarding the matter; the ship's Union delegate will be invited to be present during the meeting.

c. Within fourteen (14) days after receipt of the employee's formal written grievance, the Commanding Officer/Master or designee will provide a written decision on the matter to the employee.

d. If the grievant is not satisfied with the response, he/she may move to the next Step.

## 2. **Step 2:**

a. If the employee is not satisfied with the decision in Step 1 and elects to pursue the grievance further, he/she must submit the formal written grievance to the Executive Officer of the appropriate Marine Operations Center within ten (10) days of receipt of the decision in Step 1, unless there are communication problems, in which case the grievance must be submitted within ten (10) days of restored communication.

b. If the Union representative would like to make an oral appeal regarding this matter, he/she may do so by contacting the Executive Officer, or his/her designee, within (10) days of the Step 1 decision to schedule a meeting. The parties will attempt to hold such meeting, which can be conducted telephonically, within ten (10) days of receipt of the Step 2 grievance, or as soon thereafter as mutually acceptable.

c. Within fourteen (14) days of receipt of the Step 2 grievance, or the Step 2 grievance meeting, should one be requested and held, the Executive Officer of the appropriate Marine Operations Center, or his/her designee, shall inform the employee and the Union in writing of his/her decision.

d. If the Union not satisfied with the Step 2 decision, they may invoke arbitration in accordance with Article 18, Arbitration.

### **SECTION 3. EMPLOYEE GRIEVANCES REGARDING DISCIPLINARY ACTIONS OF 14 DAYS OR MORE, REMOVALS, ETC.**

A. **STEP 1:** If an employee elects to file a grievance regarding an adverse action rather than utilizing other available appeal procedures, the employee and/or union will submit the grievance, in writing, within fourteen (14) calendar days of the effective date of the action (i.e. effective date of the suspension, removal, etc.) to the Executive Officer, or his/her designee, of the appropriate Marine Operations Center (MOC). If the Executive Officer rendered the final decision on the adverse action, he/she will elevate the grievance to the Commanding Officer or his/her designee, of the MOC. The grievance must contain:

- Identity and title of the aggrieved employee;
- Declaration of the aggrieved employee's desire to be represented by his/her Union representative or not;
- A detailed statement of why the adverse action is being grieved; and
- The corrective action desired.

B. The union will be notified when a grievance is received and may provide a written response and/or make an oral presentation (which can be telephonic) on behalf of the employee within 14 calendar days of receipt of the grievance, unless the parties agree to a longer time period.

C. Within fourteen (14) days after receipt of the grievance, or the oral/written presentation, whichever is later, a written decision will be issued to the employee and union.

D. If the union is not satisfied with the final decision, they may invoke arbitration in accordance with Article 18, Arbitration.

### **SECTION 4. PROCEDURES FOR EMPLOYER OR UNION INITIATED GRIVANCES**

A. Employer grievances shall be initiated in writing by the Commanding Officer of the appropriate Marine Operations Center or his/her designee and presented to the Vice-President, Government Fleet Division, Seafarers International Union or his/her designee within 30 calendar days of the action or condition giving rise to the grievance. Decisions by the Union shall be rendered in writing within 30 calendar days following receipt of the grievance. Should the issue remain unresolved, arbitration may be invoked by the Employer.

B. Union grievances shall be initiated in writing by the Vice-President, Government Fleet Division, Seafarers International Union or his/her designee and presented to the

Commanding Officer of the appropriate Marine Operations Center or his/her designee within 30 calendar days of the action or condition giving rise to the grievance. Decisions by the Commanding Officer of the MOC, or his/her designee, shall be rendered in writing within 30 calendar days following receipt of the grievance. Should the issue remain unresolved, arbitration may be invoked by the Union.

## **ARTICLE 18**

### **ARBITRATION**

**SECTION 1.** If the Employer or the Union is not in agreement with the final grievance decision, then within fifteen (15) calendar days following the date of receipt of the final decision either party, upon written notice to the other, may refer the matter to arbitration. Arbitration shall be invoked only by the Employer or the Union. If arbitrability is in question, the matter shall be referred to an arbitrator for decision in accordance with the procedures outlined in the following paragraphs.

**SECTION 2.** Within seven (7) calendar days from receipt of an arbitration request by either party, the Union and the Employer shall confer for the purpose of endeavoring to agree on the selection of an arbitrator. If agreement cannot be reached, then either party may request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as arbitrators.

**SECTION 3.** The Union and the Employer shall confer within ten (10) workdays after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of seven and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator. The determination as to who shall strike first shall be made by the flip of a coin.

**SECTION 4.** Arbitration costs shall be shared by the parties as follows:

- A. Arbitrator's fee: shared equally by the parties.
- B. Adjunct arbitrator costs and costs of the hearing room: shared equally by the parties, if on other than Federal property and a cost is incurred.
- C. Travel and other costs for Management representatives and witnesses: paid by the Employer.
- D. Travel and other costs for Union representatives and witnesses: paid by the Union.
- E. Stenographic and other miscellaneous service costs: paid by the party that requires the services and shared equally if required by mutual consent.

**SECTION 5.** The arbitration hearing shall ordinarily be held during the regular day shift work hours of Monday through Friday; and the aggrieved as well as his or her representatives and witnesses employed by the Employer shall be in a pay status without charge to leave while participating in the arbitration proceeding, provided they would otherwise be in a duty status. Employee participants, including witnesses will be provided up to one day to prepare for his/her testimony.

**SECTION 6.** The arbitrator will be requested by the Union and the Employer to render a decision as quickly as possible, after the conclusion of the hearings unless the Union and the Employer otherwise agree. The arbitrator will furnish copies of the decision to the Union and the Employer.

**SECTION 7.** Either party may file exceptions to an arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by the Authority.

## **ARTICLE 19**

### **DISCIPLINARY ACTION**

**SECTION 1.** The Employer agrees that disciplinary actions may be taken only for such cause as will promote the efficiency of the service, must be supported by a preponderance of the evidence, and must be warranted by just and substantial cause. The employee will be advised specifically as to all details of the offense with which he or she is charged, so as to enable that employee to understand the charge and to defend against it. Information concerning disciplinary action is available on the NOAA Workforce Management website and the Code of Federal Regulations.

**SECTION 2.** Disciplinary notice or documentation of disciplinary action in an employee's file for which there have been no recurrences of the same nature in twenty-four (24) months shall not be used to support further disciplinary action.

**SECTION 3.** At any investigatory meeting where an employee is being questioned by a management representative and there is reasonable fear that disciplinary action may be taken, the employee is entitled to a union representative if he or she asks for such representative.

**SECTION 4.** When issued a proposed disciplinary or adverse action, employees are entitled to a representative of their choice in presenting a reply. This can be a union representative, an attorney, etc.

## **ARTICLE 20**

### **HOLIDAYS**

Legal holidays authorized by the Federal Government are as follows:

New Year's Day

Birthday of Martin Luther King, Jr.

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Veteran's Day

Columbus Day

Thanksgiving Day

Christmas Day

The foregoing list shall be revised or supplemented from time to time by any other day designated as a holiday by Federal statute or Executive Order.

## **ARTICLE 21**

### **SHORE LEAVE**

#### **SECTION 1. COVERAGE**

Employees who are regularly required to serve aboard an ocean-going vessel on an extended voyage are eligible for shore leave. An extended voyage is one which is of at least seven consecutive days duration.

**SECTION 2. EARNING RATES**

A. An employee earns shore leave at the rate of one day of shore leave for each 15 calendar days of absence on one or more extended voyages. For example:

<u>Duration of Voyage</u>	<u>Days Creditable for Shore Leave</u>
11	11
3	0
18	18
7	7
6	<u>0</u>
	36

In the above example, the employee has earned two days of shore leave and has six days credit toward completion of another 15-day increment.

B. A voyage begins either on the date an employee assumes his duties aboard an oceangoing vessel to begin preparation for a voyage or on the date he or she comes aboard when a voyage is in progress. The voyage terminates on the date he or she ceases to be a crewmember of the oceangoing vessel or on the date on which he or she is released from assignment of his or her duties relating to that voyage aboard the oceangoing vessel at the port or origin or port of final discharge, whichever is earlier.

C. Preparation for a voyage begins with the performance of duties which must be completed before a voyage can begin e.g., loading supplies. Preparation for a voyage contemplates the performance of duties which are of such a demanding nature that the employee will be confined to the vessel up to the time of sailing. It does not include time spent performing duties which are in the nature of maintaining the vessel between voyages.

**SECTION 3.** In computing days of absence, the Employer shall include:

- The beginning date of a voyage and the termination date of a voyage;
- The days an employee spends traveling to join an oceangoing vessel to which assigned when the vessel is at a place other than the port of origin;

- The days an employee spends traveling between oceangoing vessels when the employee is assigned from one vessel to another;
- The period representing the number of days within which an employee is reasonably expected to return to the port of origin when his or her oceangoing vessel's voyage is terminated, or his or her employment as an employee is terminated, at a port other than the port of origin;
- For an employee the days on which he or she is on sick leave when he or she becomes sick during a voyage (whether or not continued as a member of the crew) but not beyond the termination date of the voyage of the oceangoing vessel or his or her repatriation to the port or origin whichever is earlier;
- The days of approved leave from a vessel (paid or unpaid) during a voyage, but not beyond the termination date of the voyage.

#### **SECTION 4. GRANTING SHORE LEAVE**

An employee may request to use shore leave, subject to the approval of the supervisor to fix the time at which shore leave may be used. Shore leave may be granted during a voyage only when requested by an employee. Employees shall submit his or her request for shore leave in writing and whenever an employee's request for shore leave is denied, the denial shall be in writing.

**SECTION 5.** Shore leave is in addition to annual leave and may be accumulated for future use without limitation. The minimum charge for shore leave is one day and additional charges are in multiples thereof. Shore leave may not be the basis for lump-sum payment on separation from the service.

**SECTION 6.** The Employer shall not grant shore leave to an employee to be used as terminal leave, except the Employer may grant shore leave as terminal leave when the Employee's inability to use shore leave was due to circumstances beyond his control not due to his/her own account or omission.

## **ARTICLE 22**

### **MISCELLANEOUS**

#### **SECTION 1. ELECTION DAY**

When a vessel is in an American port on an election day, employees who are qualified registered voters shall be afforded an opportunity to vote in accordance with Federal Government personnel policy.

#### **SECTION 2. SEA SERVICE LETTERS**

Upon request, an unlicensed wage-mariner in any department shall receive a copy of their accrued sea time or service annually.

#### **SECTION 3. EMPLOYEE MAIL**

The Employer agrees to make every effort to ensure that employee mail received at Marine Centers and Port Captain offices is expeditiously forwarded to the next scheduled port of call when vessels are on voyages away from home port.

#### **SECTION 4. INTERNATIONAL DATE LINE**

A. If a vessel crosses the International Date Line from east to west, and a Saturday, Sunday, or holiday is lost, all dayworkers shall observe the following Monday or the day following a holiday. Watchstanders will be paid overtime in accordance with the principle of Saturday and Sunday overtime at sea. If the Sunday which is lost is a holiday, or if the following Monday is a holiday, then the following Monday or Tuesday will be observed.

B. However, in crossing the International Date Line from west to east, if an extra Saturday, Sunday, or holiday is picked up, only one of each Saturdays, Sundays, or holidays shall be observed and all crewmembers will be required to work without overtime on the so-called second Saturday, Sunday, or holiday, provided that if Sunday is also a holiday, the Sunday which is picked up shall be observed as such holiday.

#### **SECTION 5. TIME ZONE CHANGES**

A. The Commanding Officer may change the ship's clocks to conform to local time either when the ship enters a different time zone or when civil authorities impose seasonal alterations (for example, daylight savings time). The Commanding Officer may also change the ship's time to promote operational efficiency when local conditions, such as weather, make it advantageous to do so.

B. If a clock change occurs, affected employees will receive overtime for any hours actually worked beyond the normal 8 hour work day. In instances where a clock change occurs resulting in foreshortened hours of work less than an eight hour work day, provided work is available, employees may work the additional hours to complete the eight hour workday, or may elect to take leave, if available.

C. The actual method used to accomplish clock changes and associated watch scheduling remains the decision of the Commanding Officer. The most appropriate watch scheduling may be based upon local shipboard practices or maritime traditions.

## **SECTION 6. CONTRACTING OUT**

A. The Employer agrees to notify the Union at the time a decision is made to conduct an OMB Circular A-76 management efficiency review of its in-house organization, provided such review could ultimately impact negatively upon bargaining unit employees through a reduction in force or contracting out of employees' functions. Such notification shall include the rationale for conducting the review and the possible impact upon bargaining unit employees.

B. Should an A-76 management efficiency review result in a decision to proceed with an A-76 comparison, the Employer will, upon request, furnish the Union a copy of the A-76 performance work statement upon which both Government and commercial cost estimates must be based, at the time it becomes available to prospective bidders. The Employer will also advise the Union of any bidders conferences that are open to the public and the Union shall have the right to attend such conferences and, at its option, submit oral or written comments bearing on the subject matter to be discussed.

C. Employer decisions resulting from cost comparisons may be appealed by the Union in accordance with appeals procedures of the agency and OMB Circular A-76.

## **SECTION 7. WAR RISK BONUS.**

In case any vessel operated by NOAA or a NOAA vessel transferred to a military department, in time of national emergency, is subjected to conditions under which war risk bonuses (area, harbor attack, or vessel attack bonuses) as defined by the Navy's Military Sealift Command in Civilian Marine Personnel Instruction (CMPI) 610 are payable, bonuses shall be payable under the same rates and conditions as defined within the MSC CMPI.

## ARTICLE 23

### COMPENSATION

#### SECTION 1. GENERAL COMPENSATION

A. 5 U.S.C. 5348 provides that the compensation of officers and crews of vessels shall be fixed and adjusted from time to time as nearly as is consistent with the public interest in accordance with prevailing rates and practices in the maritime industry. Wage marine pay and pay practices are different than those which are prescribed for General Schedule or Wage Grade Federal employees.

B. The Union will provide to NOAA data on changes to industry pay rates and be responsive to wage data requests from the Employer. When these data are received, the Employer will review the NOAA pay rates.

C. Wage rates for new positions which may be established during the term of agreement shall result from survey and analysis of comparable positions, if any, within the maritime industry by NOAA officials who will advise and consult with the Union taking into account the “public interest” standard set out in 5 U.S.C. § 5348a.

D. The Employer agrees to meet with representatives of the Union periodically (at least annually) to discuss matters of mutual concern including prevailing rates and practices in the maritime industry. A meeting may be requested on a more frequent basis by either party. In this case, the request will be in writing and identify those matters to be discussed. Good faith consideration will be give by both parties to the topics under discussion.

#### SECTION 2. ADDITIONAL COMPENSATION

A. General. In addition to base pay, the following kinds of compensation may also be paid when authorized:

1. Overtime Pay - A rate as specified in the NOAA Wage Marine Pay Schedule payable for work performed outside the regularly established hours of work.

2. Penalty Time Pay - A rate as specified in the NOAA Wage Marine Pay Schedule payable for certain types of work as set out in other sections of this agreement. In any instance where penalty pay may be payable in addition to overtime, such work must be specifically authorized by management and be in accordance with provisions of this agreement.

3. Special Rates - There are additional special rates provided for in the Schedule of Special Rates for Vessel Employees of the National Oceanic and Atmospheric Administration for certain work covered in this agreement, i.e., dirty work, tank cleaning, and scuba diving.

**SECTION 3. AUTHORIZATION OF ADDITIONAL COMPENSATION**

A. Work for which overtime pay, penalty time pay, or a special rate may be paid shall in no case be worked without the prior authorization of the Commanding Officer/Master or his/her authorized representative. Form CD-81, Authorization for Paid Overtime and/or Holiday Work, and for Compensatory Overtime shall be used to document the request and approval of the additional compensation.

B. Each day, after previously authorized overtime and/or penalty time has been worked, each employee involved shall complete and submit to their Department Head a Daily Overtime Record. The original will be retained by the Employer. At the request of the unlicensed wage mariner, the Employer will either furnish a copy of each record or will report the total hours to him/her on a pay period basis.

**SECTION 4. APPLICATION OF ADDITIONAL COMPENSATION**

A. Unless otherwise specified, additional compensation, when authorized, is payable in addition to base pay during regular work hours.

B. No double overtime is payable under any conditions.

C. If work for which penalty pay is authorized under this agreement is performed when the employee is earning overtime, normally the higher rate shall apply. Questions regarding the proper application of this section may be addressed individually.

**SECTION 5. DISPUTED OVERTIME OR PENALTY PAY**

A. In the event a question arises as to whether work performed under proper direction is payable as overtime or penalty time, or if claimed overtime or penalty time is not paid, management personnel rejecting or disputing the overtime or penalty time shall provide in writing the reason for non-approval and provide a copy to the member when the determination is made.

B. Members of the Unlicensed Personnel must submit all disputed overtime or penalty time claims to the Executive Officer or Commanding Officer within five (5) calendar days following the end of the pay period in which the dispute occurred.

**SECTION 6. COMMENCEMENT OF OVERTIME**

A. Overtime shall commence at the time any employee shall be called to report for work outside of his or her regular schedule provided such member reports for duty within thirty (30) minutes. It is the intent of this language that employees report as soon as they are prepared to work. If the crewmember does not report within the thirty (30) minutes, for the purpose of pay, overtime will commence at the time the employee reports.

B. This provision shall not apply in the event the commencement of overtime is scheduled one hour following the conclusion of the regular watch or work day. In that event, the crew members having had a full hour for their meal shall report promptly at the beginning of the period for which overtime has been scheduled.

**SECTION 7. COMPUTATION OF OVERTIME AND PENALTY PAY**

Where overtime or penalty time actually worked is less than one (1) full hour, the employee will be paid the applicable rate for one (1) full hour. The crew member may be required to work the full hour. When the work period exceeds one (1) hour, the work performed shall be paid for in one-half hour periods and any fractional part of such period shall count as one-half hour. The crew member may be required to work for the full one-half hour.

**SECTION 8. CALL OUTS IN PORT**

In port, whenever an off duty unlicensed wage mariner is called out to work, such employee shall be paid a minimum of two (2) hours overtime. This provision shall not apply when such work is performed in conjunction with emergency duties, dinner relief, shifting ship or undocking for sea, and shall not result in pyramiding of overtime. In the Steward's Department, personnel off duty shall be deemed to mean outside the range of hours set forth in Article 39, of this Agreement.

**SECTION 9. CONTINUOUS OVERTIME**

When working overtime off watch and crew is knocked off for two (2) hours or less, the overtime shall be paid straight through, except as otherwise specified in this Agreement. Time allowed for meals shall not be considered as overtime in this clause.

**SECTION 10. COMPENSATION FOR OVERTIME**

The employee will elect whether overtime will be compensated by cash payment or compensatory time. As a general rule, payment for overtime (except compensatory time) shall be made on or before the end of the month following the month in which the work was performed.

**SECTION 11. COMPENSATORY TIME**

A. Compensatory time will be granted only when requested by the individual and approved by the Commanding Officer/Master or his/her designated representative. Compensatory time is granted equal to the exact amount of time worked, i.e., for each hour of overtime due, the employee shall be compensated by allowing one (1) hour of compensatory time. No employee may have more than eighty (80) hours of compensatory time to his/her credit. Exceptions may be granted in cases of emergency or other extenuating circumstances as outlined in NAO 202-550 or subsequent NOAA issuance.

B. Compensatory time must be used within 26 pay periods after the pay period in which it was earned. Failure to use compensatory time off to which entitled within this timeframe will result in payment for such unused compensatory time off in an amount equal to the amount of overtime pay the employee otherwise would have received at the time of accrual.

**ARTICLE 24**

**COMPENSATION**

**PENALTY RATES OR SPECIAL RATES**

**SECTION 1. HANDLING STORES**

A. The Officer-in-Charge shall determine the number of crew members required for handling ship's stores.

B. Normally, unlicensed deck department personnel will be responsible for loading ship's stores either ashore or aboard the ship during regular working hours (as described in the general working rules) without the payment of penalty pay. When sufficient deck department personnel are not available, personnel will be assigned from amongst unlicensed entry level personnel (GVA, OS, OF, Wiper) on the vessel. If additional personnel are still required, members of respective departments will be required to load the stores and equipment of their own department. When such work is performed after normal working hours or in excess of eight (8) hours, applicable overtime rates shall be paid.

C. Every possible effort will be made by the Employer to deliver all stores as closely as possible nearest to the vessel. Abuse of the term "nearest to the vessel" shall be determined in each case on its merit and penalty rates paid accordingly.

D. Members of the Deck Department will be responsible for operating cranes and other equipment used for the loading of stores.

E. Steward, Deck, Survey, and Maintenance Department personnel are responsible for moving and stowage of their respective stores and equipment from the vessel deck during normal working hours without the payment of penalty pay.

F. Engine Department stores and equipment will be handled by unlicensed members of the engine department, normally the GVA/Wiper and Oiler, followed by more senior ranking Engine Department personnel. If additional unlicensed personnel are required from other departments to assist in moving Engine Department stores or equipment into Engine Room storage spaces, penalty pay is authorized.

G. When required to handle stores in any circumstances which requires the loading of especially heavy gear or equipment without mechanical assistance (such as hydraulically operated cranes or forklifts) or in an instance when the loading of stores is required in extreme weather conditions or other unreasonable conditions, penalty pay shall be paid during normal working hours, Monday – Friday.

H. Where the Agency maintains storehouses for ship's supplies on the pier where the ship is berthed, unlicensed crewmembers (normally members of the Deck Department) may be assigned to carry reasonable stores from such storehouse on board the vessel during regular working hours, without the payment of penalty pay.

I. The Employer reserves the right at any time to use contract support personnel to handle ship's stores.

## **SECTION 2. REMOVING GARBAGE, TRASH OR RECYCLABLES FROM THE VESSEL**

A. **At Sea:** Trash, Garbage and Recyclables shall be collected from each Department and centrally stowed, away from crew's quarters without the payment of penalty pay.

B. **In Port:** Trash, Garbage and Recyclables removed from the central collection area to the pier shall be the assigned duty of the Deck and Steward Departments. With the exception of the GVA, Deck and Steward Department crewmembers assigned to this work shall be paid penalty pay. If staffing levels preclude the use of Deck and Steward Department personnel to do this work, other unlicensed wage mariners, may be assigned and penalty rates will apply.

C. Unlicensed members of the Engine Department may be assigned to go ashore for the purpose of removing Engine Room recyclables, such as scrap-stock metals, oily rags, spent lube oil, etc., and shall be paid penalty pay.

D. For the purpose of this Section, any burning, whether aboard the vessel or ashore shall be considered penalty work.

E. A minimum of one-hour penalty pay shall be paid in all cases and thereafter in ½ hour increments. Anything less than ½ hour is rounded up to the next ½ hour.

### **SECTION 3. SPRAY GUNS, SANDING MACHINES, HYDRO-BLASTING, SAND-BLASTING, OR CONTACT WITH CAUSTIC MATERIALS**

A. When unlicensed members of the crew are required to paint or spray oil with spray guns, use hand disc sanding machines for removal of paint or rust inside confined spaces; or perform hydro-blasting, sandblasting or any work which causes contact with hazardous, contaminated, or caustic material such as OSPHO, they shall be paid the penalty rate while performing this work during their regular working hours. If the work is performed on overtime, no penalty pay is authorized.

B. For the purposes of this agreement hydro-blasting shall mean equipment that generates over 4000 psig at the nozzle. When hydro-blasting, only the individual working with the nozzle shall be entitled to the penalty rate. When equipment requiring two or more crewmembers is being used to accomplish the work, such as spray guns or sandblasters, other than the small hand type, each crewmember operating the equipment shall receive the penalty pay. Penalty pay does not apply to the operation of self-contained cabinet type sandblasting equipment or when spray painting booths are utilized.

C. Appropriate personal protective equipment (PPE), such as goggles, respirators and coveralls, shall be provided and must be worn when performing the above tasks.

### **SECTION 4. DIRTY WORK**

Unlicensed personnel performing the below work shall receive the dirty work rate as specified in the Schedule of Special Rates for Vessel Employees of the National Oceanic and Atmospheric Administration.

- Entering boiler, condensers, engine air-boxes, lube oil sumps, receivers and plenums or a propulsion motor.
- Working in especially confining (crawl-in work) or dirty spaces, such as pipe systems, boiler furnace boxes, main engine air receivers, condensers, or the like.
- Working below deck plates or entering bilges or cofferdams fouled by petroleum products or sewage for the purpose of cleaning, painting or repair. (See Tank Cleaning section below for petroleum flood incidents).
- Work which causes contact with sewage or the dirty side of the waste disposal unit. This shall not be construed to be applicable to any other form of “waste disposal unit” other than that for handling sewage.

- With the specific exclusion of Wipers or Engine Room GVA's cleaning up petroleum product spills on deck.

## **SECTION 5. TANK CLEANING**

A. Under the circumstances specified below, Unlicensed Wage Mariners shall be paid the applicable tank cleaning rate as specified in the Schedule of Special Rates for Vessel Employees of the National Oceanic and Atmospheric Administration, in addition to their regular wages.

Entering any tank, in which water is regularly carried, for the purpose of cleaning or making repairs therein. The employer may use contract support gangs to do this work.

Entering any tank, sump, or bilge that have contained petroleum oil including hydraulic fluids, lube oil, bunkers, HFO, diesel or after the use of butterworth type system, for the purpose of cleaning or making repairs therein.

Entering the exhaust trunk casings for the purpose of cleaning or scaling.

Entering any void tank or cofferdam which has not contained water, petroleum oils, creosote, etc.

B. When tanks as described above are being cleaned and cleaning has been completed, a bonus of three (3) hours overtime at the specific overtime rate in effect, applicable to the various ratings, shall be paid.

C. In the event that the overtime rate, where applicable, is higher than the specified rate above, the higher rate shall be paid.

## **SECTION 6. WORKING BALLAST**

When members of the Unlicensed Personnel are required to discharge ballast other than ballast out of the holds, or handle, or discharge ballast on deck, including washing sand ballast off the decks with hoses, they shall be paid at the applicable penalty rate.

## **SECTION 7. DIVING**

Unlicensed Personnel assigned official diving duties must be certified in accordance with NOAA's Diving Program. Certified divers shall receive dive pay in addition to their normal base pay when performing diving duties. The dive pay rate is payable for each hour divers are physically under the water or under pressure in a hyperbaric chamber. When performing the duties of standby diver during regular working hours, the certified standby diver shall receive penalty pay for each hour performing these duties. When performing standby diver duties on overtime, penalty pay is not applicable.

## **ARTICLE 25**

### **GENERAL WORKING RULES**

#### **SECTION 1. GENERAL**

It is understood by both the Union and the Employer that since the ships are so different in general characteristics (size, intended use when constructed, date of construction, mission and other similar factors); one set of detailed rules in its entirety cannot be made applicable to all ships. For this reason the Employer reserves the right to modify, alter, or suspend any of the following rules or portion thereof when the Employer determines that compliance is impracticable because of a ship's physical characteristics. The determination that compliance is impracticable will be in writing and will set forth all reasons supporting such finding. The Employer will consult with the Union to consider suggestions designed to correct the situation prior to the implementation of any modifications, alterations, or suspension. The modification, alteration, or suspension will become effective upon approval of the Employer with a copy being furnished to the Union.

#### **SECTION 2. SAFE WORKING CONDITIONS**

A. In accordance with and as permitted by applicable regulations, the Employer shall furnish safety hats, gloves (nitrel, latex, etc.) goggles, respirators, breathing apparatus, dust masks, ear protection (sound) and other personal protective gear and/or devices necessary to provide safe working conditions. Crewmembers shall be trained in the use of the type of breathing apparatus equipment carried aboard their vessel.

B. The Employer agrees to provide appropriate protective clothing to assure safety to use when working with corrosives, acids and other toxic chemicals. The quantity of protective suits and gear shall equal 125% of the unlicensed wage marine personnel required to perform those duties. This clothing shall consist of rubberized protective suits, splash boots, gloves, and/or aprons, and goggles. Crew members must wear the provided equipment at all times while performing these duties.

C. The Union agrees that employees shall comply with all safety rules and regulations. It is the duty of both the Union and Management to ensure that safety rules are enforced. Union delegates will make every reasonable effort to be mindful of safety issues and report them to the Employer.

D. NOAA will comply with the standards of safety as described in the "Hazardous Materials, Emergency Response Guide Book" and the Material Safety Data Sheets (MSDS) information for any products handled by crewmembers.

E. Management recognizes the significance of proper handling of hazardous materials, as described in above-titled guide book, in the work place and will comply with applicable regulations and safety precautions when working with these materials. At the employee's request, the dates of exposure to hazardous materials shall be documented in his or her shipboard and Marine Center medical files.

F. When an employee believes that lack of safety and health equipment presents an imminent risk of serious bodily harm, the immediate supervisor is to be notified. If the situation is not resolved to the employee's satisfaction, it will be immediately referred to the next higher level of supervision who shall decide whether or not to cease the job. For field units, the officer in charge (OIC) is considered the supervisor. In situations where detached units cannot readily consult with the next higher level of authority, the OIC shall decide whether or not to cease the job. When Management determines that a job is to be continued, the ship's delegate shall be informed of the decision.

G. Survival suits shall be placed aboard the Agency's vessels pursuant to U.S. Coast Guard regulations.

### **SECTION 3. WORK CLOTHING**

The parties recognize the important role that neat and professional appearance can play in interactions with the public and appreciate that a positive public perception of NOAA's employees is critical to continued public support. Crewmembers will be responsible for wearing appropriate clothing for the duties assigned. Unless specifically addressed elsewhere in the contract, crew members will wear clothing appropriate for the working conditions. The Commanding Officer/Master, at his or her discretion, may require the wearing of clean pants in good condition and collared shirts during the change of command ceremony, official visits by senior DOC/NOAA management, or other visiting dignitaries.

### **SECTION 4. SAFETY SHOES**

In the event the Commanding Officer of a vessel determines that a work area poses a foot safety risk to employees, he/she may require the wearing of safety shoes which meet the American National Standards Institute standard. If this determination is made, employees will be required to purchase and wear the shoes at all times in the work area, even when not on duty. The Employer will annually provide up to \$75 for the purchase of such safety shoes under these circumstances.

### **SECTION 5. EMERGENCY DUTIES**

Any work necessary for the safety of the ship, crew, or for the saving of other ships, lives, or cargoes, shall be performed at any time on immediate call by any or all bargaining unit

members; and notwithstanding any provision of this Agreement which might be construed to the contrary, in no event shall overtime be paid or compensatory time allowed for work performed in connection with such emergency duties. This Section, however, is without prejudice to any rights of salvage which the employees may have. In the event all members of a department are not called out in an emergency, all personnel off watch who are called out to work shall be paid overtime.

#### **SECTION 6. FIRE, COLLISION, DAMAGE CONTROL AND LIFEBOAT (EMERGENCY) DRILLS**

A. Each employee shall be furnished a station billet card showing his or her duties and station for each emergency drill. The employee shall become familiar with its contents. Preparation for emergency drills, such as stretching fire hoses, hoisting and swinging out boats, and so forth, shall not be done prior to the signal for such a drill. Upon completion of emergency drills, all hands shall remain at their stations for the purpose of securing boats and gear, unless they are personally dismissed by the Officer in Charge previous to the regular dismissal signal. While at their emergency stations, employees may be instructed in their emergency duties.

B. It shall not be made a general practice to hold emergency drills exclusively on Saturdays, Sundays, or holidays in port or at sea. Except as noted in this section, no overtime shall be paid for work in connection with drills, inspections, or examinations required by law, including drills held within 24 hours from the time of departure, or emergency work required for the safety of the passengers, crew, ship, cargo, or another ship in distress. In port or at sea, when lifeboat or other drills are held on Saturdays, Sundays, or holidays, overtime will be paid except for such drills held within 24 hours from the time of departure, or where departure time and date do not permit required drills being held before the first Saturday, Sunday, or holiday after departure. If any crew member is already working on overtime at the time of the drill, overtime shall be continuous.

C. All unlicensed personnel shall report promptly for the debriefing after stowing gear used in the drill. Debriefing sessions prior to dismissal are considered part of the drill; however, they normally will be kept to a minimum of time and shall not last more than 30 minutes. Nothing will preclude a vessel from establishing a practice of requiring only key personnel to remain for the debriefing.

## ARTICLE 26

### GENERAL HOURS OF DUTY

#### SECTION 1. HOURS OF WORK

A. The standard workweek for all personnel covered by this Agreement shall be 40 hours per week, Monday through Friday, eight (8) hours per day respectively. Eight hours shall constitute a day's work. A day shall be reckoned from midnight to midnight.

B. All vessel personnel will be compensated at the prescribed overtime rates for all work performed in excess of eight (8) hours per day and for all hours worked on Saturdays, Sundays, and holidays unless specifically prohibited elsewhere in this Agreement.

1. Time spent in a travel status, while under official travel orders, is not considered to be "hours of work", and is not compensable as overtime.

2. Time spent in a government paid training program of over eight (8) hours per day or on Saturdays, Sundays, or holidays is not compensable as overtime.

C. Members of the unit will be permitted to accumulate, at their own request, compensatory time in accordance with Article 23, Sections 10 and 11, Compensatory time.

D. Arrival in Home Port. Every effort shall be made to grant approved leave or compensatory time to all requesting employees on day of arrival in home port.

#### SECTION 2. HOURS OF DUTY – DAYWORKING:

A. Normally, dayworking hours for all departments except the Steward Department shall be from 0800 to 1700, Monday through Friday, and on Saturdays, Sundays, and holidays, excluding meal hour periods.

B. If necessary to ensure the continued efficiency of operations, the parties agree the hours of work for dayworkers may be adjusted but shall be eight consecutive hours (excluding meal periods) scheduled during the 12 hour period 0600 to 1800. Additionally, the Commanding Officer/Master or his/her designee may consider adjusting hours within this 12 hour period at the expressed desire of the crew.

C. Any adjustment to operational start time shall be posted on the crew bulletin board no later than 1800 on the day before. The posted operational start time shall be considered the official start time for the following day.

D. **In Port:** The Commanding Officer/Master, or designee, may, at his/her discretion with reasonable notice, reduce the breakfast and/or lunch break for all hands to one-half hour

with resultant earlier "knock off" time if deemed to be in the best interests of the Government or is the expressed desire of the personnel assigned to the ship. No penalty meal hour will accrue in this case.

### **SECTION 3. HOURS OF DUTY – STANDARD SEA WATCH SCHEDULE**

A. The normal hours of duty for watchstanders, except as provided for elsewhere in this Agreement, shall be eight (8) hours per day, broken into two, four (4) hour watch periods separated by eight (8) consecutive hours of non-duty status for the full duration of the cruise. The watchstander shall be assigned to one of three standard sea watches.

B. All hours worked at sea in excess of eight (8) hours per day and all hours worked on Saturdays, Sundays, and holidays shall be paid at the overtime rate unless otherwise specified in this Agreement. Employees standing regular sea watch at sea on Saturdays, Sundays, and holidays will not normally be required to perform other work outside the duties for the safe navigation of the vessel or routine survey work. However, if such work is assigned on those days, the applicable penalty rate or overtime rate, whichever is higher, will apply. This does not apply to docking and undocking.

### **SECTION 4. HOURS OF WORK – SPECIAL WATCH SCHEDULE**

A. As operational necessity requires, the following rules may apply while at sea:

1. The hours of duty for a Watchstander on a special watch schedule shall be twelve (12) hours per day, excluding meal hour periods. Watches in this section shall commence at 0000 on the day after departure or upon arrival in the operating area and continue until 2400 on the final day of cruise operations or upon departure from the operating area. The Watchstander on a special watch shall be assigned to either two six (6) hour or one twelve (12) hour watch each day.

2. Duty performed in excess of eight (8) hours per day on Monday - Friday and for all hours worked on Saturdays, Sundays, or holidays shall be paid for at the overtime rate unless another higher rate is set forth for the work performed, in which case payment shall be at the higher rate.

3. Watchstanders on a special watch shall be provided three (3) fifteen minute paid breaks each day. Watchstanders on a special watch in excess of six (6) consecutive hours shall be provided one (1) hour unpaid meal break each day. The expectation is that employees will normally get the full hour meal break. If the meal hour period cannot be provided, a one half (1/2) hour unpaid meal break shall be provided with a payment of one half (1/2) hour of penalty pay (except as noted in Article 27, Section 2.C.)

## **SECTION 5. SEA WATCHES**

### **A. Securing Ship for Sea**

All ships must be safely secured before leaving the harbor limits for any voyage.

### **B. Setting Sea Watches**

1. On days of departure, sea watches shall be set one (1) hour before sailing time, but not later than noon on that day. When departure falls on a Saturday, Sunday or holiday afternoon, sea watches normally will be set at least four (4) hours before sailing time. When circumstances allow, this time frame may be shortened. Vessels are excluded from these time constraints when it is necessary to get underway unexpectedly for an emergency, operational exigency or in the event of impending severe weather.

2. Port Time conditions shall apply whether sea watches are broken or not.

3. Those personnel not needed on watch shall not be entitled to compensation if so notified by the Officer in Charge prior to sea watches being set.

### **C. Maintaining Sea Watches in Port**

When a vessel's stay in port is less than 24 hours, sea watches may be maintained at the discretion of the Commanding Officer/Master.

### **D. Breaking Sea Watches in Port**

1. Upon arrival in a port where the vessel is to remain for more than 24 hours, sea watches may be broken one (1) hour after the vessel is securely anchored, moored or made fast to the pier, but not later than the next turn of the watch. Watches shall run consecutively.

2. Any part of a standard sea watch performed Monday through Friday from 0000 until 0800 on day of arrival shall constitute a complete watch. This shall not apply to crewmembers required for gangway watch.

3. In port, when sea watches are broken, the unlicensed watchstanders may be assigned the dayworking duties of their respective department, between the hours of 0800 to 1700, excluding the meal hour period, Monday thru Friday without the payment of additional compensation.

## **ARTICLE 27**

### **BREAKS AND RELATED ISSUES**

#### **SECTION 1. REST PERIODS**

A. Employees shall be provided a minimum of ten (10) hours of rest in any 24 hour period as provided in the International Convention of Standards of Training, Certification and Watchkeeping for Seafarers (STCW).

B. When unlicensed wage mariners are called out on overtime within 8 hours of the beginning of their duty hours, they shall be entitled to a rest period of one-hour for each hour worked between the time they are called out and the beginning of their duty hours, which shall be in addition to the overtime.

C. The rest period shall be given on the same day between the beginning of their duty hours and the end of their duty hours with the intent to start the rest period at the beginning of their duty hours. If the rest period cannot begin at the start of their duty hours and cannot be completed before the end of their duty hours, the remainder of the rest period shall be paid at the penalty rate.

D. No rest period is due for tying up or letting go within 8 hours of the beginning of the unlicensed wage mariner's shift to arrive in port or at anchorage or depart from port or anchorage.

E. The requirements for rest periods set out in this subsection need not be maintained in the case of an emergency or drill or in other overriding operational conditions. Management will exercise this authority judiciously and will not be arbitrary or capricious in its application.

#### **SECTION 2. MEAL HOUR PERIODS**

A. Meals shall be served over a one (1) hour period. The meal hour periods aboard vessels operated shall normally be as follows:

Breakfast	0700 to 0800
Lunch	1100 to 1200
Dinner	1700 to 1800

B. These meal hour periods may be varied one hour either way to meet the operational requirements of the vessel. It is the intent of the parties that every effort shall be made to allow crewmembers to receive a full unbroken hour for meals/rest. This shall not apply to personnel on watch. However, when the full meal hour as provided in the Agreement cannot be allowed

for all other crew members, one-half hour of penalty pay shall be paid for one-half hour or less loss, and one (1) hour penalty pay shall be paid for more than one-half hour loss.

C. All penalty meal hours shall be paid at the applicable penalty rate, however, the penalty rate shall not apply if overtime is paid.

D. The Commanding Officer/Master, or designee, may, at his/her discretion with reasonable notice, reduce the breakfast and/or lunch break for all hands to one-half hour with resultant earlier "knock off" time if deemed to be in the best interests of the Government or is the expressed desire of the personnel assigned to the ship. No penalty meal hour will accrue in this case.

E. For vessel personnel who may be unable to avail themselves to a meal due to operation requirements, a Meal Request Form will be submitted in a timely manner to the Chief Steward, and such a need for special meal provisions will be accommodated.

### **SECTION 3. COFFEE TIME/BREAKS**

A. Two fifteen (15) minutes coffee-time/relief breaks shall be provided to each unlicensed wage mariner each day; both at sea and in port. It is the intention that one break be provided in the morning and one break provided in the afternoon. These break periods are to be included as on-duty time within the regular working day.

B. When the watchstander is performing helmsman duties or standing lookout with only one Officer working on the bridge and circumstances exist such as the vessel operating in reduced visibility, or the vessel is maneuvering in close proximity to shore or other vessels, or in any situation when the bridge-watch is necessary to maintain the safety of the vessel, then the fifteen (15) minutes may be delayed or provided in shortened increments. This adjustment of coffee time/break period shall be kept to a minimum and shall not set precedent for the elimination of rest periods for the convenience of the Agency.

C. When the crew is called out to work overtime, coffee shall be made by the watch and allowed during the readiness period.

### **SECTION 4: DINNER RELIEF**

When it can be done, and in the opinion of the Commanding Officer/Master the safety of the ship will not be endangered, the 1600-2000 watch will relieve itself for the dinner meal without payment of overtime. When this is impracticable, dinner relief will be provided by a non-watchstanding employee during his or her regular shift. When such employee is not available, dinner relief will be provided by an off-duty employee and compensation will be in accordance with regular overtime practices.

## **SECTION 5: NIGHT LUNCH**

A. If the crew works continuous overtime as late as 2100, coffee and night lunch shall be provided. If work continues after 2100, thirty (30) minutes shall be allowed for the coffee and night lunch which time shall be included as overtime.

B. If crew starts work at or before 2100 and works continuous overtime until midnight, they shall be provided with a lunch at midnight. If the work continues after midnight, one (1) unbroken hour shall be allowed for night lunch, subject to work requirements.

C. If crew is broken out at 2100 or thereafter, and works continuously for three (3) hours, a night lunch shall be provided at the expiration of the three (3) hours if the work is to be continued. An unbroken hour shall be allowed for the lunch, subject to work requirements.

D. In all cases, it is the intention of the parties that every effort should be made to allow crewmembers to receive a full unbroken hour for night lunch.

E. If the crew works continuously as late as 0300, coffee and night lunch shall be provided, and if work continues after 0300, thirty (30) minutes shall be allowed for the coffee and night lunch, which time shall be included as overtime.

F. If crew works continuously as late as 0600, coffee shall be provided, and if work continues after 0600, thirty (30) minutes shall be allowed for coffee, which time shall be included as overtime.

## **ARTICLE 28**

### **GANGWAY AND SECURITY WATCHES**

#### **SECTION 1. GANGWAY WATCHES**

A. A gangway watch shall be maintained in port when sea watches are broken and the gangway is ashore. An unlicensed wage mariner shall normally be assigned the gangway watch when no shore security guard service is employed. Such watches shall not normally exceed eight (8) hours within any 24 hours, figured from midnight to midnight. Employees standing the gangway watch shall be required to tend the gangway, its lights, ropes and life nets; mooring lines; deck lights and launches; conduct security rounds, maintain radio and phone communications, record deck and weather log entries, observe flag protocols, call watches below, and restrict unauthorized personnel access to the vessel. Employees standing a gangway watch shall not normally be engaged in processing or collecting field data, making chart

corrections or other duties not normally associated with standing a gangway watch. Gangway watches shall not be maintained while the ship is underway.

B. Crew Status Board. A crew status board will be maintained at the gangway at all times while the vessel is in port. Each member of the unlicensed crew will be responsible to maintain their own current status on the board. Crewmembers shall not change the status of another person unless authorized by the security watch or the Officer of the Day. When a crew member fails to change the board upon departure, they will contact the security watch or the Officer of the Day to properly indicate their status.

## **SECTION 2. SECURITY WATCHES**

A security watch may be maintained in port when sea watches are set and the gangway is not ashore if the vessel is anchored or moored to an offshore buoy. An unlicensed wage mariner may be assigned the security watch. Employees standing the security watch shall be required to routinely check the deck area for security reasons or perform other security duties as outlined in the vessel's Security Plan.

# **ARTICLE 29**

## **PORT TIME**

### **SECTION 1. COMMENCEMENT, DURATION AND TERMINATION**

A. Commencement. A vessel shall be deemed to have arrived in port thirty (30) minutes after it has moored in a port or anchored in the vicinity of a port (or other place of loading or discharging) for the purpose of loading or discharging cargo, ballast, fuel, passengers or mail; undergoing repairs, fumigation, lay-up; or awaiting orders or berth. This provision shall not apply to emergency mooring or anchorage solely for reason of safety.

B. The term "moored in a port or anchored in the vicinity of a port (or other place of loading or discharging)" shall cover any circumstances where the vessel has a specific port or other place of loading or discharging as its immediate destination. Port time does not apply to:

1. Emergency mooring, anchoring or hove-to solely for the reasons of safety such as repair, weather, fire, shifting stores or ballast, or for the sole purpose of disembarking sick or injured persons.

2. The time while awaiting pilot, quarantine, pratique, transiting of canals, safe weather or tied. However, in the case of awaiting pilot, quarantine or pratique, any such exception shall not apply where the delay is because the ship is awaiting berth and shall only

apply where the delay is caused by the arrival of the ship during hours that pilots or officials passing quarantine or pratique are not on duty and only for such limited period.

3. Time spent at or in the vicinity of a port solely for the purpose of conducting survey operations.

4. Port calls made within seven days (168 hours) of the previous departure from port.

5. Port calls made to commence extended repair periods such as drydock, temporary or permanent lay-up of a vessel or extended alongside periods following the completion of operations for the field season.

6. Port calls made to the vessel's home port.

#### C. Duration.

1. A vessel shall be deemed to be under port time conditions for the first 48 hours after the vessel has arrived in port and for the last 24 hours prior to termination. The vessel shall be deemed to not be under port time conditions for any time outside the 72 hours listed in this section.

2. Vessels scheduled for greater than 249 days at sea are exempt from the 72 hour limitation listed above. These vessels shall be deemed to be under port time conditions for the full duration of any qualifying port call.

D. Termination. A vessel shall be deemed to have departed and port time terminated thirty (30) minutes prior to the time when mooring lines are cast off or the anchor is aweigh for the purpose of putting directly to sea.

## ARTICLE 30

### SAILING BOARD TIME

**SECTION 1.** When sea watches are set, Unlicensed Personnel shall be required to report onboard and be available for duty not less than one (1) hour before the time posted on the sailing board.

**SECTION 2.** The sailing time shall be posted at the gangway on arrival when the vessel's stay in port is twelve (12) hours or less. When the stay exceeds twelve (12) hours, the sailing time shall be posted eight (8) hours prior to the scheduled sailing, if before midnight. If scheduled sailing is between midnight and 0800, sailing time shall be posted not later than 1700.

### **SECTION 3. ARRIVAL ON A WEEKEND**

When a vessel arrives between 1700 Friday and 0800 Monday, and is due to sail prior to 0800 Monday, the sailing board shall be posted not later than two (2) hours after arrival.

### **SECTION 4. SAILING ON A WEEKEND**

The sailing board shall be posted not later than 1700 on Friday when a vessel is due to sail on a weekend between 1700 Friday and 0800 Monday.

**SECTION 5.** If the vessel's departure is delayed and the delay is due to the loading or discharging of cargo or bunkering, or the loading of stores, the new time of departure shall promptly be posted on the board.

**SECTION 6.** Crewmembers shall be responsible for checking with the ship at least two (2) hours prior to the originally scheduled departure time to learn if a sailing board has been adjusted.

**SECTION 7.** When off-duty unlicensed mariners report back to the vessel pursuant to the original or adjusted scheduled departure time and the vessel's departure is delayed by two (2) or more hours, they shall be paid penalty time from the time they reported back to the ship until the time the vessel actually sails.

**SECTION 8.** The penalty pay prescribed above shall not apply if sailing is delayed on account of weather, such as rain or fog, or for any other conditions, such as mechanical failure, beyond the vessel's control. Penalty pay shall not apply when it is necessary to get underway unexpectedly to retrieve or replace equipment or instrumentation which maybe lost or endangered.

**SECTION 9.** For purposes of this article the parties understand that the term "cargo" includes surveying or scientific equipment, and the term "conditions beyond the vessel's control" includes delays due to last-minute scientific program exigencies which could not have been reasonably foreseen. However, this shall not include a delay of departure due to the failure of the scientific party to be adequately prepared for the scheduled sailing time.

**SECTION 10.** In the event a vessel is scheduled to shift, the Employer shall give notice and a reporting time to any unlicensed mariner who will be required for the shift. In the event notice or a reporting time is not provided, the unlicensed mariner shall not be penalized. If they do report as directed and there is a delay in shifting, the provisions as described in Section 7 above shall apply with respect to the payment of penalty pay.

## **ARTICLE 31**

### **RESTRICTION TO SHIP**

**SECTION 1.** The Commanding Officer/Master or designee may restrict the whole crew to the ship upon receipt of a notice of restriction from a competent authority in the restricted region. Any restriction order so received shall be entered into the official log and all restriction documents shall be provided to the Union upon request. Sufficient notice in writing of the restriction shall be promptly posted on the crew's bulletin board. If either of the above conditions is not met, unlicensed wage mariners shall be compensated for the restriction by the payment of penalty pay for the non-duty hours during the period of restriction.

#### **SECTION 2.**

A. Restriction to Ship compensation is not payable:

1. In situations where heavy seas, high winds or similar conditions require the whole crew to be restricted to the ship for their own safety, as well as that of the ship. When employees are restricted to the ship under this provision, the decision shall be supported by clear evidence as to conditions, such as regular log entries or weather reports.

2. In situations when local, state or federal authorities in the United States or U.S. controlled ports, or a foreign government agency in a foreign port, by order or regulation, deny shore leave in port. When employees are restricted to the ship under this Section, a copy of the order shall be retained by the ship and posted. If a copy of the order cannot be secured, a letter stating the terms of the restriction which is acknowledged by the proper authorities, will suffice.

3. In situations when employees are restricted to the ship at the specific request of competent shore authorities.

**SECTION 3.** The Commanding Officer/Master or designee may restrict any individual employee to the ship, without the liability of overtime or penalty pay, when previous conduct ashore adversely reflected on the Employer. Such restriction must be documented by entry in the ship's log and/or disciplinary action. A copy of all documentation supporting the restriction shall be provided to the employee upon request.

#### **SECTION 4. LAUNCH SERVICE**

A. The Employer shall furnish launch service, at least one daily trip for each watch, when a vessel is anchored at a safe harbor (public areas, not to include anchorage in open coastal areas or areas where environmental conditions are likely to strand or endanger personnel or equipment) or moored to a buoy for a period of more than eight (8) hours, for the purposes

outlined in Article 29. Launch service shall be provided when weather permits, fuel is available and launches (commercial or ship's own) are available. Such launch service is to be available to all unit personnel.

B. For the purposes of this Section, launch services will not be provided when safety or operational necessity dictate otherwise. When such vessels are conducting mission operations which involve less than twelve (12) hours per day in data acquisition, launch service to the port, one trip for each watch from the end of those operations until just preceding change of the midnight watch will be provided. Log entries shall be made to document those conditions which prevent launch services from being furnished. Launch service shall not be unreasonably or arbitrarily denied.

C. In port, if regular launch service is not provided, authorized crew members may make their own transportation arrangements.

## **ARTICLE 32**

### **SHIFTING SHIP**

**SECTION 1.** When a ship is in port and watches are broken and employees are called back to work after 1700 and before 0800, Monday through Friday, for the purpose of shifting ship, a minimum of two (2) hours overtime shall be paid for each call, except when employees are knocked off for a period of one (1) hour or less, in which case time shall be continuous.

**SECTION 2.** If employees are knocked off for more than one (1) hour, the overtime is not continuous and a minimum of two (2) hours overtime is required for each non-continuous call-out.

**SECTION 3.** On Saturday, Sundays, and holidays, employees shall receive a minimum of four (4) hours overtime for such callback. In the event the shift exceeds four (4) hours, they shall receive overtime for all hours actually worked.

## ARTICLE 33

### QUARTERS, EQUIPMENT AND SERVICES

#### SECTION 1. QUARTERS, MESSDECKS AND PUBLIC AREAS

A. Adequate living accommodations shall be provided for the Unlicensed Personnel covered by this Agreement. Unauthorized personnel shall not be allowed to loiter in crew passageways, recreation areas, and messrooms. As vessel configuration and mission requirements allow, recreation areas set aside for the exclusive use of Unlicensed Personnel are normally to be used only by Unlicensed Personnel.

B. Habitability for Newly Acquired Vessels. In the event the Employer determines to build, acquire or convert a vessel which will be staffed by Wage Marine employees, the Union will be provided timely notification and an opportunity to meet and discuss as well as provide input regarding habitability arrangements for the unlicensed crew.

C. All spaces (quarters, messdecks and public areas) shall be adequately and suitably screened, heated, cooled and ventilated. Air-conditioned vessels shall have sufficient fans, either portable, installed as part of the HVAC system, or both, available to provide ventilation in the event of a breakdown of the HVAC system while operating at sea.

D. All quarters and messrooms with surfaces that require paint shall be painted when necessary.

E. Washrooms. Adequate washrooms and lavatories shall be made available for the Unlicensed Personnel of each division. Each vessel is to be equipped with a sufficient number of shower baths and washbowls which shall be adequately supplied with hot and cold fresh water.

F. Cleanliness.

1. It is understood that the crew is to take reasonable care to keep their own quarters clean and in a sanitary condition.

2. All quarters assigned for the use of unlicensed personnel are to be fumigated and kept free from vermin insofar as possible. This is to be accomplished through the use of exterminating facilities provided by the Employer.

3. When heads, showers and lounges are shared by more than one department, the cleaning duties will be rotated among Department personnel who normally perform such duties. Normally, entry-level unlicensed wage mariners (i.e. GVA, OF, OS and W) will be assigned to clean public washrooms, showers, toilets and other common areas (i.e. library, laundry room, lounge, etc.). Reasonable effort will be made to ensure departmental personnel

will share on a rotational basis in the cleaning of such public washrooms, showers, toilets, and other common areas to the extent possible. If these duties are assigned to another mariner above entry-level, they shall receive one-hour penalty pay for performing this sanitary work during regular work hours. When work is performed on overtime, the higher rate applies.

G. Ventilation. All ships' ventilation systems shall be inspected and cleaned on a regular basis. Any problem regarding the proper functioning of the ventilation system shall be immediately reported to the Commanding Officer and every effort will be made to correct the problem. However, if ventilation problems exist beyond the abilities of ships' force to correct, the Employer will contract with qualified systems professionals ashore to address the problem. All reports related to the proper functioning of the ventilation systems will be shared with the Union upon request.

## **SECTION 2. SUPPLIES**

A. The following items shall be supplied to the Unlicensed personnel employed onboard the vessels operated by the Employer.

1. Linens consisting of one set of sheets, one spread, two (2) washcloths, and two (2) bath towels, shall be provided weekly. When clean linen is not issued/obtained weekly, crewmembers may receive one hour of penalty pay per week for washing their own linen during off duty hours when he/she is not otherwise being compensated.

2. A suitable number of blankets.

3. One bar of good quality bath soap; one bar of hand soap, degreasing gel, and laundry soap.

4. Innerspring or foam rubber mattresses. It is understood that mattresses supplied to the employee shall not be removed from the rooms except on authority of the Commanding Officer/Master. The care and upkeep of the mattresses shall be the responsibility of the individual using such mattress. Mattresses supplied for the use of employees shall be replaced when necessary. Any employee willfully damaging or destroying linen or mattresses shall be held accountable for same.

5. A washing machine and dryer for the use of the employees on each ship. (It is understood that no additional compensation will be paid for routine maintenance and repair of the washing machine or dryer, when repairs are performed during normal working hours.)

6. Electronic entertainment equipment may be provided in accordance with existing practices.

### **SECTION 3. MESSROOMS**

A. Suitable messrooms/lounges equipped with chairs or benches shall be provided for the use of the employees and such messrooms shall be separate and apart from the sleeping quarters.

B. Each messroom shall be provided with the following:

1. A suitable number of fans.
2. All dishes shall be crockery or glassware.
3. Messroom tables shall have Formica or composition table tops.
4. Refrigerators shall be of modern type and construction.
5. In all messrooms securing devices shall be furnished for each chair.

### **SECTION 4. MEDICINE CHESTS**

Medicine chests shall carry equipment and supplies in quantity and quality as recommended by the United States Public Health Service. On a quarterly basis, the medicine chest shall be inventoried and restocked.

## **ARTICLE 34**

### **ROOM and MEAL ALLOWANCES**

#### **SECTION 1. GENERAL APPLICATION**

A. If rooms or meals are not furnished, an allowance as specified in this section will be paid when an employee is assigned to a ship in full operational status, including both periods of sick leave while on a voyage and periods of involuntary non-duty status through no fault of the employee while on a voyage.

B. Payment of commuted subsistence allowances, or the provision of rooms and/or meals, will only be made to an employee who would have been at the location of the ship to take advantage of Government-furnished rooms and/or meals while in port. If an employee does not normally sleep and/or eat aboard ship during off duty hours, he or she will not be entitled to commuted subsistence allowance or to room and/or meals.

C. When unlicensed personnel are voluntarily ashore in an off duty status but returning to the vessel that day and would have been at the location of the vessel to take advantage of

Government provided meals and or quarters, they shall be entitled to commuted subsistence allowance or to rooms and/or meals.

D. It is understood that an employee cannot claim a ship or Government address as their “home of record”.

E. The determining factor to decide whether the employee resides in the local commuting area is contingent on whether they slept aboard the night before.

## **SECTION 2. MEAL ALLOWANCES/COMMUTED SUBSISTENCE**

A. The purpose of commuted subsistence/meal allowance is to defray any additional or unusual expense to the wage mariner when obtaining meals. The Employer will make every reasonable effort to have adequate funds available for the payment of comsubs on a weekly basis.

### RATES:

In lieu of breakfast	\$ 6.00
In lieu of lunch	\$12.00
In lieu of dinner	\$20.00

B. The foregoing meal allowance rate may be adjusted upward, not to exceed the applicable rate specified in the Federal Travel Regulations (FTR), when comparable meals are not available at the lower rate and appropriate receipts are furnished.

C. The local commuting area is defined by the FTR as a 50 mile radius of the port the vessel is in. (Note: “the port the vessel is in” covers any port, including the ships “homeport” and shipyards).

D. A wage mariner who resides within 50 miles of the port the vessel is in shall not be entitled to the payment of commuted subsistence.

E. A wage mariner who resides in the local commuting area and is in a duty status during a meal period when meals are not provided is entitled to commuted subsistence.

F. A wage mariner who resides outside the 50 mile radius of the port the vessel is in and who slept aboard the night before is entitled to commuted subsistence for dinner that night and breakfast the next morning provided those meals were not served.

## **SECTION 3. ROOM ALLOWANCES**

A. Room Allowance rates:

- IN PORT: \$40.00 per night provided the employee does not remain aboard the vessel and NOAA has not made other accommodations
- AT SEA: \$15.00 per night

B. Room Allowance, as provided above, shall be allowed when Unlicensed Wage Mariners have notified the Commanding Officer/Captain that any one or a combination of the following conditions exist, in port or at sea, and it is impossible for the Commanding Officer/Captain to correct the problem in a timely manner and/or arrange for other comparable facilities:

1. Heat is not furnished in cold weather when the outside temperature is 65°F or lower for eight consecutive hours.

2. Hot water is not available in crew's washroom and/or shower for a period of twelve (12) or more consecutive hours.

3. On air-conditioned vessels, when the room temperature is 78°F or above, and the air-conditioning unit does not work in excess of six (6) hours, this provision shall apply. If sufficient fans, either portable or installed as part of the HVAC system, or both, are available, this provision shall not be invoked.

4. Crew's quarters have been painted, and the paint is not absolutely dry, and other suitable quarters are not furnished aboard.

5. At all times when the vessel is in dry dock overnight, unless the ship is fully habitable with all facilities, including heat, light, hot and cold running water, and sanitary facilities.

6. Vessel is being fumigated and is not cleared before 2100, personnel standing the midnight to 0800 watch shall be entitled to room allowance in any event if the fumigation affects in any way the habitability of the sleeping quarters.

7. Work such as chipping, welding, riveting, hammering and/or pounding, or other noises of a similar nature are being performed in or around vessel personnel quarters for three (3) hours or more between the hours of 2000 and 0600, except when the ship is in a dry-dock period and the shipyard's operational necessities dictate the work schedule.

8. If such work as outlined in (7) above is being performed in or around the quarters of crewmembers who are off watch, such crewmembers will be provided with quarters or be eligible for room allowance. Such entitlement is exclusive of noise due to the operation of scientific equipment.

9. Noisy repair work for minor repairs of less than three (3) hours duration shall not be grounds for a claim of room allowance.

10. Flooding of quarters or common areas due to bilge or sewage backup not repaired within 24 hours. (It is not intended that any wage mariner shall be assigned to sleep in a flooded berthing area.)

NOTE: Penalties claimed for lack of heat, air-conditioning, hot water, etc, or because of noise as defined in (7) above, must be recorded by the ship's union delegate and/or employee pursuing such claim, on a regular basis for the duration of the incident giving rise to such claim. Such information will be provided to the Commanding Officer/Master or designee. Dates, time of reporting and temperatures involved shall be made part of the official time and attendance record for documenting payment.

C. When a vessel is in port and declared uninhabitable, no employee will be allowed to live on board.

**SECTION 4. EXCLUSIONS:** Regardless of the wage mariner's status as stated above, room and meal allowance and/or commuted subsistence is not payable if any of the following apply:

A. On approved leave, absent without leave, or absent from the ship in an off-duty status (except as defined in Section 1. C. above).

B. Absent from duty for disciplinary reasons (except employees on ships in foreign ports).

C. Receiving benefits under the Federal Employees Compensation Act, as amended.

D. On detail to a shore assignment such as for training, periods of recuperation when not fully able to return to duty or during relief periods from continuous sea duty, or a member of the Relief Pool.

E. On official travel status covered by Federal Travel Regulations.

F. Except as provided elsewhere in this Section, allowances will not be paid to employees who reside within a 50-mile radius of the port in which the vessel is located.

G. The Employer has made other arrangements for food and/or lodging such as serving meals from another vessel.

## **ARTICLE 35**

### **FOOD SERVICE**

**SECTION 1.** A ship's nutrition committee consisting of the Commanding Officer/Master, Chief Steward, and one delegate from each department is expected to cooperate with respect to this Section. By mutual agreement between the command and the ship's committee, menus may be varied using guidance published in the Union's Menu Guide. The parties agree that the intent of this provision is to offer a shipboard diet to all persons serving on board, which acknowledges the benefits of a proper diet in promoting disease prevention and enhancing the general health of the workforce.

**SECTION 2.** Ships may provide a vegetarian meal to vegetarian crewmembers in lieu of the entrees given below.

**SECTION 3.** Provisions of Section 5 below may be waived when rough seas prevent routine activities for food preparation.

**SECTION 4.** The Employer is not required to make second portions of a specific entree available to any individual; however, quantities prepared should be adequate to satisfy normal consumption. The Chief Steward will monitor daily item consumption levels very closely to assure that adequate quantities are available while minimizing waste resulting from over preparation.

**SECTION 5. MENUS.** It is hereby agreed that the Employer will put into effect the following suggestions for menus on all ships covered by this Basic Agreement. The Commanding Officer/Master on each ship will check with the Chief Steward in order that menus may be prepared in accordance with this Agreement. The Chief Cook and/or Second Cook will assist the Chief Steward in the preparation of menus when required.

A. Breakfast. Coffee, tea and other beverages, fruit or fruit juice, vegetable juices, and eggs to order shall constitute a part of every breakfast. Fried ham shall be served twice a week. Bacon or sausage or other meat selection as determined by the Chief Steward shall be provided on the other days. Hot cakes or French toast shall be served every morning.

B. Lunch and Dinner. Not less than One First Entree and One Second Entree shall be available at lunch and dinner. Sirloin, Tenderloin, T-Bone, or Rib Steak, not less than 3/4 pound shall be served once a week. Once a week Prime Ribs of Beef Au Jus, Fried or Roast Chicken or Turkey, Roast Pork, Pork Chops, Baked Ham or Grilled Round Bone Ham Steak shall be required.

C. The following or equivalent are considered to be First Choice Entrees:

Roast of Beef Au Jus, Sirloin or Rib Steaks, Roast Pork, Pork Steak, Chops, Roast Fresh Ham, Ham Steak, Baked Ham, Roast Veal, Veal Chops, Veal Cutlet, Roast Chicken, Southern Fried, Broiled or Roasted Duckling, Turkey, London Broil, Mixed Grill, Roast Leg of Lamb, Lamb Chops, Corned Beef.

On Fridays when fish is served, the following equivalent shall be classified as a First Entree: Shrimp, Scallops, Salmon, Fillet of Sole, and Red Snapper, or other quality entrée selection as determined by the Chief Steward.

D. The following or equivalents are considered to be Second Choice Entrees:

Beef Stew or Goulash (not leftovers added), Lamb Stew, Corned Beef Hash with Eggs, Chop Suey, Chow Mein, Frankfurters, Knockwurst, Hamburgers or Chop Meat dishes, Sausages, Curries of Meat or Fish, Roulades of Beef, Veal Peppers, Liver, Spare Ribs, Lamb Shanks, Fricassee of Chicken, Chicken Wings, Turkey Wings, Chili Con Carne, Pigs Knuckles, Stuffed Green Peppers, and Stuffed Cabbage, Hot Roast Meat Sandwiches, Grilled Ham and Cheese, Quality Cold Cuts, Jambalaya and Fish Dishes extended with pasta, noodles, rice or pizza.

**SECTION 6. NIGHT LUNCHESES.** A night lunch shall be provided in accordance with Article 27, Section 5, for employees going on watch at midnight. Night lunches shall consist of assorted cold cuts, cheeses, and salads and may include leftovers from the day's meals.

**SECTION 7. DESSERTS.** Plain cake alone shall not constitute a dessert. There shall be a prepared dessert at each lunch and dinner. This may include Frosted Layer Cake. Ice cream shall be served three times a week when available. When practical, a variety of seasonal fresh fruit will be on ship at all times.

**SECTION 8.** An adequate supply of fruit juices shall be provided. Fresh milk, fruit, and vegetables will be furnished at every port visited where available, and if supply is possible, a sufficient amount to last until the next port or to last until the food would ordinarily, with good care, spoil. Shore bread shall be furnished at all United States ports when available, or the Employer will have the option to require a cook or baker to bake bread during his or her regular working hours.

**SECTION 9.** An adequate supply of fresh milk shall be furnished to supply the employees with milk three (3) times a day when the ship is in port and supplies are available. When the ship sails, if supplies are available, enough fresh milk will be carried to provide each employee while at sea with one pint per day provided storage space is available and with reasonable care the milk will not be expected to spoil. When milk is frozen or stored below normal refrigeration temperature, the expiration date noted on the container will not apply. If defrosted after the expiration period noted on the container, milk must be used with 24 hours. This is not intended

to mean the Employer is prohibited from purchasing milk in foreign ports or using canned whole milk as a supplement to comply with the one pint minimum.

**SECTION 10.** A variety of fresh or frozen seafood shall be included as provisions.

**SECTION 11.** Section 5 (Menu Selection), is not applicable to employees away from the ship on detached duty or temporarily away from the ship. Provision will be made to furnish lunches, provisions in kind, or commuted subsistence.

**SECTION 12.** Recommendations from the Chief Steward may be considered in formulating Steward Department budgets.

## **ARTICLE 36**

### **DECK DEPARTMENT WORKING RULES**

#### **SECTION 1. DUTIES OF DAYWORKER**

A. The following ratings shall be considered as day workers: Chief Boatswain, Boatswain Group Leader/Lead Fisherman, Seaman Surveyor/Skilled Fisherman, Able Seaman (Day)/Deck Utilityman, Fisherman (Day) and GVA/Ordinary Seaman/Ordinary Fisherman.

B. At sea and in port, the hours of work for all day working unlicensed wage mariners, shall normally be from 0800 to 1700, except for the meal hour period, Monday through Friday except as provided for in Article 26.

C. Duty performed in excess of eight (8) hours per day Monday through Friday, and all hours worked on Saturdays, Sundays and holidays shall be paid for at the overtime rate unless another higher rate is set forth for the work performed, in which case payment shall be at the higher rate.

D. Dayworker duties shall include the routine work for the general maintenance of the vessel and completion of operational requirements. These duties include, but are not limited to, chipping, painting, scaling, operating launches, operating deck equipment, and deploying or recovering equipment over the side of the vessel.

#### **SECTION 2. DUTIES OF A WATCHSTANDER (REGULAR OR SPECIAL)**

A. The hours of duty for a watchstander (Standard or Special) shall be set in accordance with Article 26.

B. Regular watchstander duties shall include the routine work necessary for the safe navigation of the vessel. These duties are helmsman, look-out and performing routine security rounds.

C. In addition, the duties of a watchstander aboard a vessel maintaining a special watch schedule (as provided in Article 26) shall include routine work for the general maintenance of the vessel and completion of operational requirements.

D. The bridge watchstander shall be required to remain aboard the vessel, during the watch period unless properly relieved by another crewmember. Unlicensed personnel paid at the AB Watch rate shall not be required to perform duties off the bridge deck without the payment of penalty pay. However, if receiving the AB-Dayworker rate or higher, the watchstander may be required to perform operational duties off the bridge deck without the payment of penalty pay, excluding chipping and painting.

E. In accordance with NVIC 3-83 or subsequent Coast Guard regulations, only unlicensed personnel with an Able-Bodied Seaman endorsement or an Ordinary Seaman with a letter of qualification will be allowed to serve as a helmsman and/or look-out. Upon receiving basic training in personal survival techniques, firefighting, look-out procedures, vessel navigation and helmsmanship, and subsequently assessed on same, a letter of Qualification may be issued by the Commanding Officer. An Ordinary Seaman possessing such Letter of Qualification may be substituted for an Able Seaman as allowed by the vessel Certification of Inspection. Ordinary Seaman should carry the qualification letter with him/her while serving aboard the vessel.

F. Watchstander duties may include sanitary work on the bridge or in the chartroom. Sanitary work shall include deck and window cleaning, dusting and brass polishing. Sanitary work on the bridge or in the chartroom shall be performed by the watchstander on-watch on weekdays between 0600 and 0800 without the additional payment of overtime or penalty pay. The watchstander may volunteer to assist in weather observations. Weather observations shall include the collection, recording and transmittal of weather data using appropriate logs and observation systems.

#### G. CALLING OUT OFF-DUTY PERSONNEL

Except in cases of emergency, when off-duty personnel are called out to work, they shall be paid at the applicable overtime rate.

### **SECTION 3. ADDITIONAL WORK:**

A. In port and at sea, members of the deck department, may be required to sougee, chip, scale, prime and brush paint all quarters or passageways adjacent to quarters, messrooms, pantries or laundry areas, lounges, galleys and ships offices or other common areas without additional compensation during normal working hours; but shall not be required to

perform any of these duties in the Engine room spaces without the payment of penalty pay, except if a higher rate applies.

B. Members of the Deck Department may be required to assist in the Engine Room by setting up rigging, chain falls, etc. when necessary for performing maintenance and repairs. No extra compensation shall be payable when performed during routine work hours.

#### **SECTION 4. DOCKING AND UNDOCKING AND MOORING LINES**

All Deck Department personnel, when available, shall be used to break out mooring lines before docking, stow mooring lines after undocking, and handle mooring lines for vessel maneuvers as required. All GVA's from any department can be assigned as needed.

#### **SECTION 5. CARPENTRY**

When members of the Deck Department are required to perform finished woodwork of a permanent nature, they shall be paid at the applicable penalty rate or overtime rate, whichever is higher.

#### **SECTION 6. REMOVING SOOT FROM THE SMOKESTACK**

When members of the Deck Department are required to remove soot accumulated inside the smokestack, they shall receive the appropriate dirty work rates.

#### **SECTION 7. OIL SPILLS**

When members of the Deck Department are assigned to clean oil spills on deck which occur in port during fueling, penalty pay is authorized.

#### **SECTION 8. SMALL BOAT AND LAUNCH OPERATORS (COXSWAINS)**

In accordance with NOAA's Small Boat Program (NAO 209-125) all small boat operators (coxswains) shall be fully trained and certified based on small boat size, engineering complexity and nature of operations. Coxswain responsibilities will first be assigned to qualified unlicensed wage mariners. Unlicensed wage mariners serving as coxswains shall be dayworkers and possess an Able-Bodied Seaman endorsement.

#### **SECTION 9. HANDLING STORES**

In accordance with the provisions of Article 24 members of the Deck Department shall participate in the distribution and stowage of stores.

**SECTION 10. HANDLING TRASH, GARBAGE AND RECYCLABLES**

Handling Trash, Garbage and Recyclables will be in accordance with Article 24, Section 2.

**SECTION 11. DIVING**

Diving will be in accordance with Article 24, Section 7.

**ARTICLE 37**

**ENGINE DEPARTMENT WORK RULES**

**SECTION 1. HOURS OF WORK DAYWORKERS**

A. The following ratings shall be considered as dayworkers: Junior Engineer, Engine Utilityman, Wiper, and General Vessel Assistant.

B. At sea and in port, the hours of work for all day working unlicensed wage mariners, shall normally be from 0800 to 1700, except for the meal hour period, Monday through Friday except as provided for in Article 26, Section 2.

C. Duty performed in excess of eight (8) hours per day Monday through Friday, and all hours worked on Saturdays, Sundays and holidays shall be paid for at the overtime rate unless another higher rate is set forth for the work performed, in which case payment shall be at the higher rate.

**SECTION 2. ASSIGNING PERSONNEL TO DAYWORK**

In port when watches are broken and personnel are assigned to daywork, the hours of work shall be as provided in Section 1. On vessels having only one unlicensed wage mariner in the Engine Department, they may be required while on daywork in port to do general cleanup work in addition to maintenance and repair in the engine room.

**SECTION 3. MAINTAINING SEA WATCHES IN PORT**

When a vessel's stay in port is less than 24 hours, sea watches may be maintained at the discretion of the Commanding Officer/Master. Unlicensed personnel not required to perform typical watchstanding duties may be required to perform routine and customary work of their department, (specific to their respective work statements) between the hours of 0800 and 1700, weekdays without the payment of additional compensation, in accordance with Article 26, Section 5.

#### **SECTION 4. RELIEVING 4 TO 8 WATCH**

When any member or members of the Engine Department off duty are required to relieve the 4 to 8 watch during maneuvering, overtime shall be paid.

#### **SECTION 5. WORK PROJECTS**

When any unlicensed wage mariner completes work normally paid at the penalty rate (such as general cleaning, painting, cleaning paint, polishing work, wire brushing, chipping, or scaling, etc.) that is incidental to completion of the entire project or repair, penalty rate pay shall not apply.

#### **SECTION 6. UNLICENSED JUNIOR ENGINEERS**

A. Dayworkers at sea or in port shall perform such duties as are assigned to them by the senior Engineers.

B. Watchstanding Junior Engineers at sea or in port while on sea watches, or on daywork, shall assist in the operation of the plant as directed by the Watch Engineer. They shall be required to do maintenance and repair work as directed by the Watch Engineer. When in port, the Junior Engineer may be assigned to stand an Engine Room watch as Engineer in Charge without additional compensation. However, no unlicensed Engineer will be required to stand unsupervised watches at sea without appropriate qualifying licenses.

C. Any member of the Engine Department possessing a qualifying license as a 3<sup>rd</sup> Assistant Engineer who is required to stand unsupervised watches while at sea for a full pay period, may be temporarily promoted to the licensed position in accordance with the terms and conditions of the Agreement between NOAA and the SIU. Waivers of the license requirements for 3<sup>rd</sup> Assistant Engineer will not be allowed and a Designated Duty Engineer (DDE) endorsement shall not be considered a qualifying license, per the NOAA Wage Marine Qualification Standards Handbook.

D. No unlicensed Junior Engineer shall be required to do general cleaning, painting, cleaning paint, polishing work, wire brushing, chipping, scaling, or oiling of winches without the payment of penalty pay, except as specified above in Section 5, above.

#### **SECTION 7. ENGINE UTILITYMEN**

A. Engine Utilitymen when carried shall normally be assigned as dayworkers. Their hours shall be in accordance with Section 1 above. They shall be required to do maintenance and repair work or assist engineers, in all Engine Department work. If required to clean, paint, chip, scale, shine brass, etc. they will be paid at the applicable penalty rate, except where the work is incidental to a specific repair job, as specified in Section 5, above.

B. All work defined as penalty work for Wipers in Section 9, below, performed during their regular working hours, with the exception of repair work, shall also be defined as penalty work for Engine Utilitymen when performing the same type of work.

## **SECTION 8. OILERS**

### **A. On Sea Watch:**

#### **1. The routine duties of the Oiler shall normally include:**

- Oiling main engines and auxiliary machinery, including winches, the steering gear, domestic ice machine, and blowers which may be located outside engine room spaces
- Sounding fuel oil tanks
- Standing by fuel or water lines under the direction of the Engineer in Charge
- Tending the evaporators under the supervision of the Engineer on duty on watch. (It is understood the Engineer on watch will start and blow down the evaporator.)
- Opening and shutting drains and valves
- Tending water, if water gauges and checks are in the Engine Room
- Keeping handrails, gratings, and floor plates wiped in the immediate vicinity of moving machinery
- Responding to clean up of oil spills within Engineroom spaces. Responding to oil spills on deck shall be payable as penalty rate pay except when on overtime.

2. Oilers on watch at sea, on all vessels, shall not be required to chip, scale, or wash paint, shine brass, or perform any other duties aside from the regular routine work except as provided for in Section 5 above, without the payment of penalty pay.

### **B. In Port:**

1. Oilers may be required to stand donkey watch (as defined in Article 44) and the routine duties shall be the same as if on sea watch.

2. Oilers on daywork shall assist in the performance of general maintenance, cleanup and repair work in the Engine Department.

3. Oilers shall not normally be assigned for the pumping of liquid ballast, cargo, or fuel oil but when on daywork may be required to make connections under the supervision of the Engineer in Charge.

4. Oilers shall not normally be required to clean grease extractors except in case of emergency.

5. In port, Oilers shall not be required to chip, scale, paint or clean boilers except as provided for in Section 5 above, without the payment of penalty pay.

## **SECTION 9. WIPERS**

A. At sea and in port during regular hours of work, Wipers shall be required to do general cleaning, painting, and upkeep work in the Engine Department; assist in general maintenance and repair work as directed by the Engineer in Charge; stand by water and fuel lines; carry stores, clean grease extractors, blow tubes, clean bilge strainers of sticks, rags, or dirt, wash boilers down with hose and haul sacks, clean fan and blower rooms. It is not the intent that Wipers be required to sougee alleyways and bulkheads around quarters.

B. Wipers shall be paid at the penalty rate when required to clean tank tops under floor plates, clean bilges by hand or paint bilges, open uptake door, and clean hot wells except where another rate is specifically set forth in this Agreement for the work performed.

C. While in port, wipers and GVAs may be required to paint, chip, sougee, or shine bright work in the fire room fidley, without the payment of penalty pay. However, if this work is performed at sea, the applicable penalty rate shall apply.

D. It is understood that Wipers, at the discretion of the Engineer in Charge may be required to clean fuel oil strainers during his/her regular hours without the payment of additional compensation.

E. Additional compensation shall not apply where Wipers are required to perform wire brushing in connection with washing down of boilers during his regular work hours.

F. Wipers may be required to assist in repair work, but they shall not be assigned to a repair job by themselves without the payment of penalty pay.

G. Wipers may be required to assist the Deck Department in docking and undocking the vessel without the payment of additional compensation except when such work is performed in excess of eight (8) hours in any calendar day and any time on Saturdays, Sundays and holidays.

## **SECTION 10. STEERING ROOM ENGINE AND AUXILIARIES**

The upkeep, maintenance, cleaning and operation of the steering room and steering auxiliaries shall be performed by members of the Engine Department

## **SECTION 11. WORK OUTSIDE ENGINE DEPARTMENT**

A. Members of the Engine Department on daywork may be required to perform engine department duties work outside the engineroom spaces without the payment of additional compensation.

B. Members on watch shall not be required to work outside of engineroom spaces without the payment of penalty pay. Engineroom spaces shall consist of Central Engineroom Control, engineroom, ice machine room, reefer flats, steering engineroom, shaft alley, bow thruster room, emergency generator room and deep sea anchoring equipment, when in operation.

## **SECTION 12. TANK CLEANING**

Tank Cleaning will be in accordance with Article 24, Section 5.

## **SECTION 13. ENGINE DEPARTMENT STORES**

In accordance with the provisions of Article 24, members of the Engine Department shall participate in the distribution and stowage of Engine Department stores.

## **SECTION 14. HANDLING TRASH, GARBAGE, AND RECYCLABLES**

Handling Trash, Garbage and Recyclables will be in accordance with Article 24, Section 2.

## **SECTION 15. DIVING**

Diving will be in accordance with Article 24, Section 7.

## **SECTION 16. DIRTY WORK**

Dirty Work will be in accordance with Article 24, Section 4.

## **ARTICLE 38**

### **SURVEY DEPARTMENT WORKING RULES**

#### **SECTION 1. HOURS OF WORK – DAYWORKER**

A. Members of the Survey Department shall be classified as day workers and shall generally perform the work as recognized in the authorized work statements covering those positions. This does not preclude the assignment of other duties.

B. The hours of work for dayworkers, except as provided for elsewhere in this Agreement, shall be eight (8) hours per day Monday through Friday, between the hours of 0600 and 1800. In the event a dayworker is reassigned to perform watchstanding duties he/she shall be allowed to perform his/her normal duties as a day worker while off watch, if such duties are to be performed. The parties recognize that the size and scope of Survey Operations also requires some flexibility with regard to the assignment of survey work.

C. Dayworkers who are required to work in excess of eight (8) hours per day, Saturdays, Sundays, or holidays or outside of their regular hours of work shall be paid for such work at the overtime rate unless another rate is set forth for the work performed, in which case payment shall be at the higher rate.

D. GVA's and/or JST's may be assigned to assist Survey Technicians when needed and available.

#### **SECTION 2. ADDITIONAL COMPENSATION AT SEA**

All work performed at sea on Saturdays, Sundays, or holidays shall be paid at the overtime rate unless otherwise specified in this Agreement. No work except for the safe navigation of the vessel or routine survey operations is to be done after 1800 and before 0600 and on Saturdays, Sundays, and Holidays without the payment of penalty time as provided for in Article 24 of this agreement.

#### **SECTION 3. CALL OUT**

When the watch below is called out to work at sea, they shall be paid at the applicable overtime rate except in cases of emergency or as provided for in this Agreement.

#### **SECTION 4. HANDLING STORES**

Survey personnel may be required to handle survey supplies and deck stores during their regular hours, in accordance with Article 24.

#### **SECTION 5. IN PORT SECURITY WATCHES**

A. In port, when sea watches are broken and no shore watch is employed, survey personnel may be assigned to the duties of the security watch, provided that such watches shall not normally exceed eight (8) hours within any 24 hours, figured from midnight to midnight. This shall be considered routine duty.

#### **SECTION 6. CHIPPING AND SCALING**

Members of the Survey Department shall not normally be required to chip or scale and if so assigned, shall be paid penalty pay.

#### **SECTION 7. WORKING ABOARD LAUNCHES**

Consistent with the availability of qualified personnel, the Employer shall make every reasonable effort to rotate Survey personnel between different types of missions and launches, and onboard ship for day working or night processing during consecutive day operations, depending upon specific manning requirements.

#### **SECTION 8. HANDLING TRASH, GARBAGE AND RECYCLABLES**

Handling Trash, Garbage and Recyclables will be in accordance with Article 24, Section 2.

#### **SECTION 9. DIVING**

Diving will be in accordance with Article 24, Section 7.

### **ARTICLE 39**

#### **STEWARD DEPARTMENT WORKING RULES**

##### **SECTION 1. HOURS OF WORK**

A. The working day at sea or in port shall be eight (8) hours in a spread of fourteen (14) hours between 0500 and 1900. However, no additional compensation for work shall be approved or paid for the performance of regular routine duties pertaining to the Steward's Department unless ordered to be performed outside regular scheduled hours or unless otherwise specified in

this Agreement. Routine duties shall include preparing and serving three (3) regular meals, cleaning of the galley, messrooms, storerooms, linen rooms, and washrooms.

B. Overtime or penalty work shall be expressly authorized by the Commanding Officer/Master or his/her designee; recommendations from the Chief Stewards may be considered.

C. Steward Department Schedules. It will be the responsibility of the Chief Steward aboard each vessel to have posted in appropriate Steward Department work areas, work schedules which assign tasks to be performed by specified employees of the Steward Department. In addition, these schedules are to reflect the detailed hours of work in which duties are to be performed.

## **SECTION 2. FULL COMPLEMENT**

A. To the fullest extent possible, the authorized complement of the Steward's Department shall normally be maintained when the vessel is feeding all deployed personnel, including scientists and visitors.

B. The Employer agrees to make reasonable efforts to fill vacant Steward's Department positions with qualified personnel as soon as possible.

C. When the Steward's Department operates with less than a full complement, the Employer recognizes that the normal level of work may not be accomplished. If necessary, additional time (overtime) and/or assistance (such as personnel, equipment, etc.) may be provided.

## **SECTION 3. EXTENDED MEAL HOURS**

When meal hours are extended for any reason and all of the Unlicensed Personnel are unable to eat within the regular prescribed time, any members of the Steward's Department required to stand by to prepare and serve the meals shall be paid at the applicable overtime rate if their spread of hours exceeds eight (8) hours in fourteen (14).

## **SECTION 4. SHIFTING MEAL HOURS**

When the meal hour is shifted as provided for in this Agreement the Steward's Department members will normally be given three (3) hours notice or notice as soon as possible and the meal hour must then be shifted for all hands. In such case, no overtime is payable because of the shift except to those Steward's Department personnel whose spread of hours exceeds eight (8) hours in fourteen (14).

## **SECTION 5. SERVING MEALS OUTSIDE OF MESSROOM**

A. Members of the Steward's Department shall not normally be required to enter the engine room for the purpose of serving coffee or meals.

B. With the exception of periodic morale-enhancing "cookouts", the Steward's Department will normally not be required to serve anyone outside their respective messrooms. The member shall be paid at the applicable overtime rate when appropriate, for any time exceeding eight (8) hours. However, meals may be served on the bridge to the Commanding Officer/Master and/or Pilot without the payment of penalty pay whenever it is necessary for the Commanding Officer/Master and/or Pilot to be on the bridge for the safety of the ship. This Section shall not be construed to apply to personnel served during regular working hours on account of illness.

C. For vessel personnel who may be unable to avail themselves to a meal due to operational requirements, a Meal Request Form will be submitted in a timely manner to the Chief Steward, and such a need for special meal provisions will be accommodated.

## **SECTION 6. NIGHT LUNCHESES TO CREW**

Employees of the Steward's Department actually engaged in preparing, serving, and cleaning up for night lunches between 2100 and 0300 are to be allowed a minimum of two (2) hours overtime for preparing, serving, and cleaning up same.

## **SECTION 7. DAYWORK INPORT**

A. When the ship is in port and is not feeding and Steward's Department personnel are on daywork, the regular eight (8) hours shall normally be scheduled between 0600 and 1800.

B. When members of the Steward's Department are on daywork, they may be required to work in storerooms, linen lockers, messrooms, galley, Steward Department passageways, handle stores and linen placed aboard ship, and do general cleaning without the payment of additional compensation.

## **SECTION 8. WORKING IN REEFERS AND FREEZERS**

The Chief Steward shall assign work in the reefers and freezers to members of the steward department to organize and rotate stores, to defrost food items and/or clean the space. Employees working in a reefer or freezer continuously for a minimum of 15 minutes shall be paid at the penalty rate for the time the work is performed. Employees being paid at the overtime rate will in no instance receive penalty pay in addition to overtime pay; the higher rate of pay shall apply. No additional compensation shall be paid for keeping the reefers and freezers neat and orderly at all times or for sweeping or removing packaging within regular working hours.

## **SECTION 9. HANDLING STORES**

In accordance with Article 24, members of the Steward's Department may be required to load and stow stores.

## **SECTION 10. SOUGEEING**

A. Employees of the Steward's Department will not normally be required to sougee. Wiping off fingerprints, grease spots, etc., shall not be considered sougeeing.

B. When extra personnel are added to the Steward's complement, they will perform and work as directed by the Chief Steward, including sougeeing, during regular working hours without the payment of additional compensation.

## **SECTION 11. CHIPPING, SCALING, AND PAINTING**

Members of the Steward's Department shall not normally be required to chip, scale, or paint.

## **SECTION 12. GALLEY GEAR**

The Employer shall furnish all tools for the galley, including knives for the cooks.

## **SECTION 13. MINIMUM OVERTIME**

When any member of the Steward's Department is called out on overtime to work between 1900 and 0500, a minimum of two (2) hours overtime shall be paid.

## **SECTION 14. PENALTY PAY**

Penalty pay is authorized only as provided in this Agreement.

## **SECTION 15. LAUNDRY AND LINENS**

Every effort will be made to have ship's laundry and linen done by commercial services.

## **SECTION 16. Handling Trash, Garbage and Recyclables**

Handling Trash, Garbage and Recyclables will be in accordance with Article 24, Section 2.

## **SECTION 17. DIVING**

Diving will be in accordance with Article 24, Section 7.

## **ARTICLE 40**

### **MAINTENANCE DEPARTMENT WORK RULES**

#### **SECTION 1. HOURS OF WORK – DAYWORKER**

- A. The Engineering Electronic Technician shall be considered as a day worker.
- B. The hours of duty for dayworkers, except as provided for elsewhere in this Agreement, shall be eight (8) consecutive hours per day, excluding meal hour periods, Monday through Friday.
- C. Duty performed in excess of eight (8) hours per day Monday through Friday, and on all hours worked on Saturdays, Sundays, and holidays, shall be paid for at the overtime rate unless another higher rate is set forth for the work performed, in which case payment shall be at the higher rate.
- D. The Engineering Electronic Technician (EET) is responsible for the maintenance, troubleshooting and repair of engineering related electronic and mechanical systems. Duties include but are not limited to; electric generating, propulsion, operational and monitoring systems; automated control, monitoring and indicating systems for ballast, fueling, fire and general alarm systems; un-interruptible power supplies; dynamic positioning system; steering system; autopilot system; sound powered telephone system; and miscellaneous unattended alarm panels. The incumbent maintains, repairs, and calibrates pressure, temperature, and volume indicators as well as I-P converters, "Action Paks" and various signal conditioners. The EET is responsible for electronically controlled deck equipment such as winches and/or cranes; electronically controlled hydraulic systems; and any additional electronically controlled/automated systems or machinery as designated by the supervisor.
- E. If a dayworker is assigned the duties of a watchstander, he/she will be paid at the dayworker rate. All hours outside of the newly assigned watch shall be paid at the appropriate overtime.

#### **SECTION 2. CARRYING DEPARTMENT STORES**

In accordance with the provisions of Article 24 members of the Maintenance Department shall participate in the distribution and stowage of Maintenance Department stores.

#### **SECTION 3. HANDLING TRASH, GARBAGE AND RECYCLABLES**

Handling Trash, Garbage and Recyclables will be in accordance with Article 24, Section 2.

#### **SECTION 4. DIVING**

Diving will be in accordance with Article 24, Section 7.

#### **SECTION 5. ADDITIONAL DUTIES**

If the EET is assigned to perform duties outside his/her customary and recognized duties, as described in the respective Statement of Work he/she will be paid at the applicable penalty rate. If the duties are performed outside of regular working hours, the higher rate shall apply.

### **ARTICLE 41**

#### **AMENDMENTS, CHANGES IN LAWS, REGULATIONS, AND POLICIES**

**SECTION 1.** By mutual consent of both parties, this Agreement may be opened at any time for amendment. Such amendments will be duly executed and will become effective on a date determined to be appropriate under the circumstances. In the event any law, regulation, or policy binding on the Employer hereinafter enacted or issued is inconsistent with any provision of this Agreement, or any other recorded understanding, the Employer shall promptly notify the Union, and the Employer and the Union shall promptly issue a joint statement of the effect of such change upon this Agreement or other recorded understanding. No regulation or policy will be enforced or administered in a manner which gives it retroactive effect unless otherwise provided for by law.

### **ARTICLE 42**

#### **DURATION OF THE AGREEMENT**

**SECTION 1.** This Agreement shall become effective upon approval by the Agency Head and will remain in effect for five years. Thereafter this Agreement shall remain in effect from year to year unless either party shall notify the other in writing no more than 105 days or less than 60 days prior to the expiration date of this Agreement, or any subsequent expiration date, of its desire to terminate or renegotiate this Agreement.

## **ARTICLE 43**

### **DISTRIBUTION OF AGREEMENT**

**SECTION 1.** A copy of this Agreement shall be made available to all bargaining unit members.

**SECTION 2.** The cost of the printing/reproduction of the Agreement will be borne equally by the parties. The Union will be afforded sufficient copies for its needs and for distribution to the employees of the units for which it holds exclusive recognition. The Employer shall make distribution to those Management personnel responsible for implementation of the Agreement.

**SECTION 3.** The Employer will ensure the Agreement is available electronically.

## **ARTICLE 44**

### **DEFINITIONS**

DAY - Refers to the 24 hours from midnight to midnight.

DAYS - Calendar days when used to indicate a time limit.

DAYWORK - Work performed by ships' personnel, except the Steward Department and personnel assigned sea watches, during eight (8) hours of duty between 0800 and 1700 on Monday through Friday at sea or in port, or as specified elsewhere in this agreement.

DAYWORKERS - Ships' personnel, except Steward Department and personnel assigned sea watches, whose services are required for maintenance upkeep, and service to the ship, and who are assigned to daywork at sea and/or in port.

DONKEY WATCH – Donkey watch is a watch performed in port by Engine Department unlicensed personnel who are required to maintain generators for the purpose of ensuring ship power or use of certain ship auxiliary equipment.

GANGWAY WATCH - The watch stood in port by personnel stationed at or near the ship's gangway primarily to challenge visitors and maintain the gangway in a safe and proper position. Normally, this watch will be established as follows: 0000 to 0800, 0800 to 1600, and 1600 to 2400.

INACTIVE SHIP - A ship for which there is no funding for operations and on which a reduction of permanent crew has been made, consistent with the necessary conditions of maintenance and

crew requirements, to assure return to full operational status for operational readiness within a prescribed time limit.

SEA WATCH - Established hours of work for Deck, Engine, Maintenance and Survey Department personnel primarily necessary for the navigation of the ship and mission-oriented operations. Sea watches are generally stood by marine employees divided into three (3) groups or “watches” with each group working four (4) hours in each 12-hour period. Scheduled sea watches constitute the regular eight (8) hours of duty for watchstanders when sea time is in effect.

SECURITY WATCH - The watch assigned to ship’s personnel who are required to maintain the secure integrity of the vessel.

SOUGEEING - Cleaning large areas of overheads or bulkheads with a cleaning solution. Wiping off fingerprints, grease spots, normal sweeping, cleaning and mopping of decks in the messrooms and galley, etc., shall not be considered sougeeing.

WATCH - Established hours of work served by marine employees. The term also refers to the employees who stand the watch.

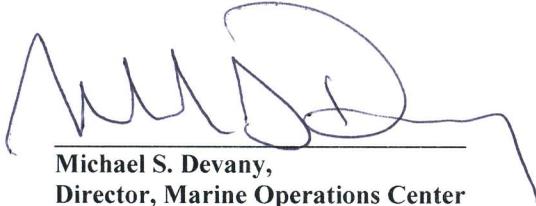
WATCH BELOW - Personnel not on duty at a given time.

WATCH ON DECK - Personnel actually on duty at a given time. This includes both watchstanders and dayworkers.

WATCHSTANDER - A marine employee assigned to a sea watch.

This Agreement is executed on April 26, 2011 to become effective within thirty (30) days or upon approval by the Department of Commerce, whichever is earlier.

**For the Office of Marine and Aviation  
Operations, Marine Operations Center:**



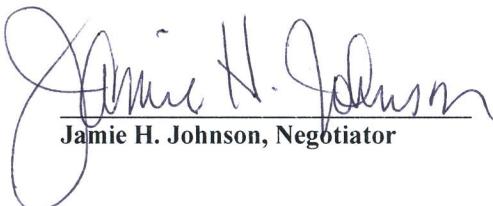
Michael S. Devany,  
Director, Marine Operations Center



Cecilia Collins, Chief Negotiator



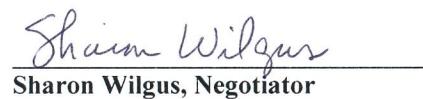
Dale North, Negotiator



Jamie H. Johnson, Negotiator

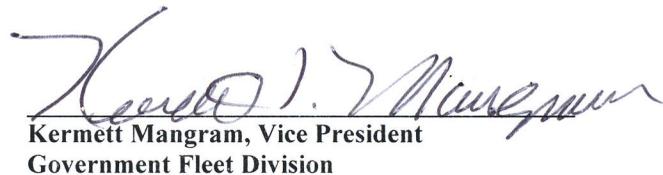


Karl Mangels, Negotiator



Sharon Wilgus, Negotiator

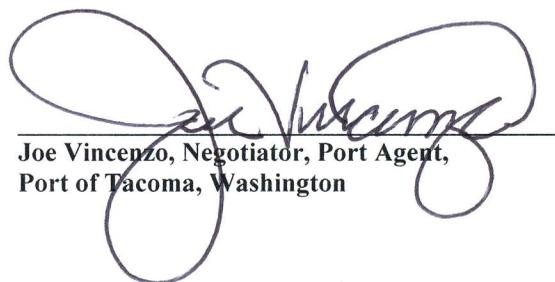
**For the Seafarers International Union:**



Kermet Mangram, Vice President  
Government Fleet Division



Kate Hunt, Chief Negotiator, Government Fleet



Joe Vincenzo, Negotiator, Port Agent,  
Port of Tacoma, Washington

The following negotiating committee members served as SIU team members for sections of the contract:

Margret Collins – Engine Department Delegate

Dave Fare – Steward Department Delegate

Herbert Hazwell – Deck Department Delegate

Tom Sherman – Deck Department Delegate

Tonya Watson – Survey Department Delegate