

AGREEMENT

Between

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

OFFICE OF NOAA CORPS OPERATIONS

AND

LICENSED DIVISION

DISTRICT NO. 1 - MEBA/NMU AND

NATIONAL MARINE ENGINEERS BENEFICIAL ASSOCIATION (AFL-CIO)

September 1990

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ARTICLE I
BASIC AGREEMENT

This Agreement is entered into this seventh day of September, 1990, between the Office of NOAA Corps Operations (NC), National Oceanic and Atmospheric Administration (NOAA), Department of Commerce (DOC), hereinafter called the "Employer" and the Licensed Division, District No. 1 - MEBA/NMU and National Marine Engineers Beneficial Association (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, policies and practices, 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:

Section 1. RECOGNITION

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

B. The units are established as follows:

Unit I - Employees of vessels under the jurisdiction of the Director, Atlantic Marine Center, who are assigned to Marine Engineer positions normally requiring a license and who are not temporary employees with appointments limited to periods of 30 days or less, as the unit is defined in FLRA Case No. 3-CU-80027.

Unit II - Employees of vessels under the jurisdiction of the Director, Pacific Marine Center, excepting those represented under exclusive recognition by any other union, who

are assigned to Marine Engineer positions normally requiring a license and who are not temporary employees with appointments limited to periods of 30 days or less, as the unit is defined in FLRA Case No. 3-CU-80027.

The term "Engineer Officer" as used in this Agreement applies to both licensed and unlicensed personnel serving in Marine Engineer positions normally requiring a license.

Section 2. PRINCIPLES AND POLICIES

A. 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 Title VII, Civil Service Reform Act of 1978, such right includes the right:

1. 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

2. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under Title VII, Civil Service Reform Act of 1978.

B. It is agreed that: 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:

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

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

3. With respect to filling positions, to make selections for appointments from:

- a. among properly ranked and certified candidates for promotion; or

- b. any other appropriate source;

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

5. To determine the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, tour of duty; and

6. To determine the technology, methods, and means of performing work.

Nothing in this Agreement shall require an employee to become or to remain a member/applicant 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.

Section 3. MUTUAL RIGHTS AND OBLIGATIONS

A. The Union, having been recognized as the exclusive Union representative of the employees described in Section 1 above, shall:

1. 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.

2. Be afforded the opportunity to be represented at 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.

3. 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.

B. The Employer and the Union shall meet at reasonable times and confer with respect to personnel policies and practices and matters affecting work 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 thereunder, and the execution of a written Memorandum of Understanding incorporating any Agreement reached by the parties.

C. 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 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 developing sources and procedures for position applicants.

Section 4. DISCIPLINARY ACTION

A. The Employer agrees that disciplinary actions may be taken only for such cause as will promote the efficiency of the service and must be supported by a preponderance of the evidence and warranted by just and substantial cause. Employees will be advised specifically of all details of the offense with which he or she is charged, so as to enable the employee to understand the charge and defend against it.

B. 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 5. UNION REPRESENTATION AND RIGHT OF VISITATION

A. The Employer agrees to recognize one delegate from the ship as representative of the personnel employed in the unit covered by this Agreement and further agrees to recognize the officers and all other official representatives of the Union. Each ship command will be notified of the name of the ship delegate. Notification shall also be given for each change that occurs. At formal discussions aboard ships where the Union has not designated an employee as its official delegate nor kept the Employer advised of changes, the Chief Engineer, or his/her designee, shall be considered the ship's delegate for purposes of this Section.

B. Any employee representing an exclusive representative 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 agency for such purposes.

C. Any activities performed by any employee relating to the internal business of a labor organization (including the solicitation of membership, elections of labor organization officials, and collection of dues) shall be performed during the time the employee is in a nonduty status.

D. Nonduty 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.

E. 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 spent in the performance of representational duties shall be recorded using a bilateral system to meet Office of Personnel Management requirements as follows:

1. An accurate daily log, which lists the total time spent on representational duties by ship's delegates during their working hours, will be maintained.

2. The log shall be forwarded to the Executive Officer on a bi-weekly basis for forwarding to the appropriate LRO, Servicing Personnel Office. The delegate shall initial the log.

F. Union representatives may visit bargaining unit employees in a nonduty 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 Director of the Marine Center or Commanding Officer/Master when based elsewhere than home port. The Director of the 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:

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

2. 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 nonduty status and wishes to meet with the Union representative.

3. 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.

4. 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 on board ship are not a valid reason for an employee to leave the workstation unless released by the Commanding Officer/Master. Permission shall not be unreasonably denied.

5. For information purposes, the Commanding Officer/Master, or his/her representative, shall be informed by the Union representative upon completion of the visit.

Section 6. GRIEVANCES

A. Limitations and Conditions

1. The Employer and the Union recognize the importance of settling disagreements and misunderstandings promptly, fairly, and in a manner consistent with the best interests of the employees and the Employer. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest possible level of supervision.

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

3. An employee or groups of employees may present their grievances to the Employer and have them adjusted with or without the services of the Union. If presented without Union representation, such grievances may be adjusted without Union intervention, provided the adjustment is not inconsistent with the terms of this Agreement and the Union has been given reasonable advance notice of the grievance and an opportunity to be present at the adjustment.

4. Employees who choose to present their own grievances without intervention by the exclusive Union are not entitled to further review or consideration beyond the opportunity to present their grievance and have it adjusted,

affirmatively or negatively. The decision of the Marine Center Director is final as to the employee or employees who choose to present their grievance without the intervention of the Union.

5. Should either party question the grievability of a matter presented under the terms of this Agreement, such will be presented to an arbitrator in accordance with Section 7, Arbitration. Grievances which question, directly or indirectly, interpretation of NC policy, or other higher authority policy or regulation, will not proceed to arbitration without determination of interpretation by the responsible agency office. The interpretation will be submitted to the other party and to the arbitrator. The arbitrator will proceed to decide the merits of the grievance taking into consideration the interpretation by the responsible agency and any other evidence presented by the affected parties.

6. The grievance procedure shall be the exclusive procedure for resolving grievances. The grievance procedure will not cover:

- a. prohibited political activities;
- b. retirement;
- c. life insurance or health insurance;
- d. suspensions or removal for national security reasons;
- e. examination, certification, or appointment;
- f. position classification which does not result in loss of grade or pay; or
- g. termination of probationary and temporary employees.

7. 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.

8. Throughout this procedure, typing service shall be provided by the Yeoman Department upon request of the employee for the preparation of a grievance. When the ship does not have a Yeoman Department the grievance may be hand written.

B. Procedures

Under this Section, grievances will be processed in accordance with the following procedure. Throughout this grievance procedure "days" is defined as "workdays."

Step 1. Whenever an employee considers himself or herself aggrieved over a matter arising over the application or interpretation of this Agreement, law, rule, or regulation, that employee shall submit the grievance in writing to 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 or Union port official if ship is in home port. This grievance must clearly state that it is a grievance and must contain:

- a. identity and title of the employee;
- b. declaration or waiver of Union representation;
- c. specification of Article, Section, and subsection of this Agreement, or law, rule, or regulation on which grievance is based;
- d. a description of the grievance; and
- e. the corrective action desired.

The supervisor shall give his or her written decision within seven (7) days. Since the supervisor is a member of the bargaining unit, his or her decision may be modified by the Employer at subsequent steps in the grievance procedure.

Step 2. If the employee is not satisfied with the decision of the supervisor and elects to pursue the grievance further, he/she must within fourteen (14) days of receipt of the decision in Step 1, submit the grievance in writing to the Commanding Officer/Master. This written grievance must include the same information as is required in Step 1 plus a chronological account of discussions with the supervisor. When a written grievance from an employee is received by the Commanding Officer/Master, he or she will inform the ship's Union delegate that a grievance has been received and invite the delegate to be present during adjustment decision of the grievance. Within fourteen (14) days after receipt of the employee's written

grievance, the Commanding Officer/Master will adjudicate the grievance and will inform the employee orally and in writing of his or her decision.

Step 3. If the employee is not satisfied with the adjudication in Step 2 and elects to pursue the grievance further, within seven (7) days of receipt of the decision in Step 2, or not later than seven (7) days after return to home port, submit the formal written grievance to the Director of the Marine Center. A copy of this submission shall be furnished to the Commanding Officer/Master who has previously adjudicated the grievance. Within seven (7) days of the date of receipt of the grievance, the Marine Center Director shall inform the employee in writing of his or her decision. If not satisfied, the employee shall notify the Union and Marine Center Director in writing of his or her dissatisfaction within seven (7) days of the date of receipt.

C. Chief Engineer Grievances

Where the grievant is the Chief Engineer, the grievance will be filed at Step 2 within fourteen (14) days of the date of the action or condition giving rise to the grievance, and be processed in accordance with the rest of the Section.

D. Grievances Over Disciplinary Actions

Grievances filed under this Section involving disciplinary actions will be initiated at the next higher level than the deciding official unless that official is the Center Director. The time limits at the appropriate step for filing the grievance must be observed.

E. Management/Union Grievances

Grievances may be filed by Management or the Union based on an action that concerns an alleged institutional violation of the provisions of this Agreement. This procedure is not intended to be an alternate to the employee grievance process. The grievance shall be initiated in writing by either the Director or Deputy Director, NC, or by the Director, Government Fleet Operations, Licensed Division, District No. 1 - MEBA/NMU and National Marine Engineers Beneficial Association (AFL-CIO), or his/her designee, and presented to the other party within thirty (30) days of the action or condition giving rise to the grievance. The response shall be rendered in writing to the grieving party no later than thirty (30) days following receipt of the grievance. Should the issue remain unresolved, arbitration may be invoked.

F. Time Limit Extensions

Any time limits in Section 6 may be extended by mutual consent.

Section 7. ARBITRATION

A. If the Employer or the Union are not in agreement with the decision of the Marine Center Director, then within ten (10) days following the date of receipt of the 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.

B. Within seven (7) 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. The Union and the Employer shall confer within ten (10) days 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 twice. 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.

C. Arbitration costs shall be shared by the parties as follows:

1. Arbitrator's fee: shared equally by the parties.
2. 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.
3. Travel and other costs for Management representatives and witnesses: paid by the Employer.
4. Travel and other costs for Union representatives and witnesses: paid by the Union.
5. Stenographic and other miscellaneous service costs: paid by the party that requires the services and shared equally if required by mutual consent.

D. 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.

E. 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.

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

Section 8. 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.

Section 9. 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.

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.

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 10. HOURS OF WORK

A. The standard workweek for all personnel covered by this Agreement shall be forty (40) hours per week, Monday through Friday, eight (8) hours per day respectively. Bargaining unit employees, other than Chief Engineers, will be compensated at the prescribed overtime rates for all work performed in excess of eight (8) hours per day and for work performed on Saturdays, Sundays, and holidays.

B. Chief Engineers will be compensated as follows:

1. At sea, Chief Engineers paid at day worker rates do not receive any additional compensation in any form. In port, Chief Engineers paid at day worker rates will receive, at their option, either compensatory time on an hour-for-hour basis or cash in lieu thereof, payable at the prescribed overtime rates, for all hours required to be on board between the hours of 1700 and 0800 Monday through Friday and for all hours on Saturdays, Sundays, and holidays, except when such duty is required for the safety of the ship, crew, or machinery. In addition, penalty pay may be paid in port if authorized elsewhere in this Agreement.

2. At sea and in port, Chief Engineers paid at watchstander rates receive overtime pay for work performed in excess of eight (8) hours per day Monday through Friday, and all work performed on Saturdays, Sundays, and holidays. They are also eligible for penalty pay if authorized elsewhere in this Agreement. In addition, they receive non-watchstander allowance during appropriate leave periods.

C. Members of the bargaining unit will be permitted to accumulate, at their own request, compensatory time, in accordance with Article III, Section 3 H, COMPENSATORY TIME.

D. Legal holidays authorized by the Federal Government are as follows:

New Year's Day
Birthday of Martin Luther King
Washington's Birthday
Memorial Day

Independence Day
Labor Day
Veterans 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.

Section 11. BULLETIN BOARDS

A. 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 on Marine Center-designated bulletin boards.

B. 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.

C. Violation of the requirements of B above concerning content and distribution of literature will be grounds for revocation of this privilege.

Section 12. INFORMAL COMPLAINT PROCEDURE

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. Prior to the filing of an unfair labor practice complaint with the Federal Labor Relations Authority, 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, including the time and place of 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 within thirty (30) days from the date of receipt by the respondent, the complainant may file a complaint. In no event will this Section preclude either the Union or the Employer from filing an unfair labor practice charge if the thirty (30) day requirement in this Section would cause the unfair labor practice complaint to be untimely. In those instances, the thirty (30) day requirement is reduced to a lesser period.

Section 13. EQUAL EMPLOYMENT OPPORTUNITY

The parties will not discriminate against bargaining unit employees on the basis of race, color, religion, sex, national origin, age, handicapping condition, marital status, or political affiliation.

Section 14. 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.

Section 15. PERFORMANCE APPRAISALS

A. 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. The employee should sign the rating to indicate that it has been discussed. If the employee refuses to sign, the rating official should so note. A copy must be given to the employee. A copy of DAO 202-430 will be maintained aboard each vessel and be available for review by unit employees. The appraisal cycle will be November 1 - October 31.

B. Counseling benefits the employee, the appraising official, and the Employer. Through the use of information on performance progress and results as a basis for counseling, the employee's chances for success are enhanced and work effort can approach its peak usefulness to the Agency. Appropriate counseling (formal or informal) will be utilized by Management to assist the employee in understanding how an assessment of performance is made.

Section 16. SCHEDULES AND ROSTERS

The Employer will provide the following information to the Union's designated representative:

A. A tentative schedule of the Employer's vessels on a quarterly basis; and

B. The name and rating of each bargaining unit employee on a quarterly basis by Employer vessel.

Section 17. CHANGES IN LAWS, REGULATIONS, AND POLICIES

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 regulations or policy will be enforced or administered in a manner which gives it retroactive effect unless otherwise provided for by law.

Section 18. DURATION OF AGREEMENT

A. This Agreement shall become effective September 7, 1990, in full force and effect through September 7, 1992. At least 60 but not earlier than 105 calendar days prior to the termination date of this Agreement, its supplements, or amendments, representatives of the Employer and the Union shall meet for the purpose of terminating, reviewing, renewing, or renegotiating these Agreements. In the event a new contract is not negotiated by the expiration date of the Agreement, the Agreement may be extended by mutual agreement.

B. Amendment to this Agreement may be required because of changes in applicable laws, rules, regulations, or policies issued by higher authority after the effective date of this Agreement. In this event, the parties will meet for the purpose of negotiating new language that will meet the requirement for such higher authority. Additionally, 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.

Section 19. DISTRIBUTION OF AGREEMENT

A copy of this Agreement shall be made available to all bargaining unit members. The Union shall be afforded sufficient copies for its needs and for distribution to 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.

ARTICLE II
DUES WITHHOLDING

Section 1. GENERAL

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 compensations. This Article covers all eligible employees:

- A. Who are members/applicants in the Union;
- B. Who voluntarily complete Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues;
- C. Who receive compensation sufficient to cover the total amount of the allotment; and
- D. Who are in the exclusive bargaining unit.

The parties agree that the provisions of this Article are subject to, and will be governed by, applicable Federal law, 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. Withholding dues on a bi-weekly basis;
- C. Notifying the Union when an employee is not eligible for an allotment. The LRO, Servicing Personnel Office is responsible for this notification;
- D. Withholding new amounts of dues upon certification from the authorized Union official;
- E. Transmitting remittance checks to the allottee designated by the Union, together with a listing of employees for whom deductions were made;

F. Forwarding, as a separate submission each pay period, a copy of all revocation notices received in the Payroll Office to the allottee designated by the Union; and

G. Providing the following information on the remittance listing:

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 is insufficient to permit a deduction.

Section 3. LABOR ORGANIZATION RESPONSIBILITIES

The Union is responsible for:

A. 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;

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

C. Notifying the LRO, Servicing Personnel Office, in writing, of:

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

2. Any change in the amount of dues to be deducted;

3. Any employee who is no longer in good standing within ten (10) days of the date of such determination.

D. Forwarding properly executed and certified Standard Form 1187 to the LRO, Servicing Personnel Office on a timely basis; Management's internal distribution system will not be used for this purpose.

E. 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 LRO, Servicing Personnel Office when such revocation is submitted to the Union; and

F. Keeping the LRO, Servicing Personnel Office informed of the name, title, and address of the allottee to whom remittance should be sent. Until further notice, this will be:

District No. 1 - MEBA/NMU (AFL-CIO)
National Marine Engineers' Beneficial Association
444 North Capitol Street
Suite 800
Washington, D.C. 20001

Keeping the LRO, Servicing Personnel Office informed of the allottee to whom checks shall be payable. Until further notice, this will be:

District No. 1 - MEBA/NMU (AFL-CIO)
National Marine Engineers' Beneficial Association
444 North Capitol Street
Suite 800
Washington, D.C. 20001

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 remittance check 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 LRO, Servicing Personnel Office 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 LRO, Servicing Personnel Office; no more than once every 12 months. An employee must remain on payroll deductions for 1 year after commencement of dues withholding.

Changes in amounts of dues

First pay period after receipt of certification by the LRO, Servicing Personnel Office.

Revocation by employee; Revocation may be made by use of SF 1188 or by memorandum.

An employee may revoke dues withholding after his or her first year of being on dues withholding. Revocation must be made on the first pay period following March 1 of each year. Notice must reach the LRO, Servicing Personnel Office not later than C.O.B. March 1 of each year.

Termination due to loss of membership in good standing.

First pay period after date of receipt of notification by the LRO, Servicing Personnel Office.

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

First pay period after date of receipt of notification by the LRO, Servicing Personnel Office.

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 LRO, Servicing Personnel Office.

ARTICLE III
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 Director, NC, or his/her designee, with a copy being furnished to the Union.

Section 2. WORKING CONDITIONS

A. Safe Working Conditions

1. The Employer agrees to furnish safe gear and working equipment and to make every effort to provide safe working conditions at all times.

2. Where practicable, a life net furnished by the ship shall be rigged under all gangplanks or accommodation ladders in such a manner as to protect and/or prevent a person from falling between the ship and the dock.

B. 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 the 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.

C. Fire, Collision, and Abandon Ship Drills

1. 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 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 by the officers who are responsible for the emergency operations.

2. The performance of duties enumerated in the preceding paragraph shall not constitute a claim for the payment of overtime except as below. It shall not be made a general practice to hold emergency drills exclusively on Saturdays, Sundays, or holidays in port or at sea. 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 on day of departure.

D. Sailing Board Time

1. The sailing time shall be posted at a prominent location on or near the gangway.

2. When the ship's stay in port is expected to be less than 12 hours, the sailing time shall be posted immediately after the ship is secured alongside.

3. If stay is more than 12 hours during regular workdays, the sailing time shall be posted at least 8 hours before sailing.

4. If the ship is to sail before 0900, Monday, or on a day following a holiday, the estimated sailing time and date is to be posted before 1700 on the last scheduled workday or upon arrival of the ship alongside, whichever occurs later.

5. All employees shall be aboard and ready to sail at least 1 hour before the scheduled sailing time.

E. Securing Ship for Sea. All ships must be safely secured for sea before leaving the harbor limits for any voyage.

F. Duties. Members of the units covered by this Agreement shall normally be assigned to perform the necessary and customary duties of the Engineering Department. Mission oriented duties may be assigned to any employee as necessary and required. Work

orders for Engineering Department support of other shipboard operations shall be issued by the Commanding Officer/Master or Officer in Charge to the Chief Engineer or Engineer in Charge. The Chief Engineer or Engineer in Charge shall assure that such orders are carried out by department personnel. The provisions of this paragraph are not intended to restrict in any way the Employer's right to assign work in accordance with the law.

Section 3. ADDITIONAL COMPENSATION

A. Kinds of Additional Compensation. The following kinds of compensation in addition to base pay may be paid when authorized:

1. Overtime Pay. A rate as specified in the Wage Marine Pay Schedule payable for work performed outside the regularly established hours of work. No double overtime is payable under any conditions.

2. Penalty Time Pay. A rate as specified in the Wage Marine Pay Schedule payable for certain types of work outside the scope of regularly prescribed duties. If work for which penalty pay is authorized is performed when overtime is in effect, the higher rate is applicable.

3. Dirty Work Pay. A rate as specified in the Wage Marine Pay Schedule payable for certain undesirable work as described in "R" of this Section. If work for which dirty work pay is authorized is performed when overtime is in effect, the higher rate is applicable. The current dirty work pay rate is equal to 1.1 times the prescribed overtime rate for work performed during overtime hours, or the prescribed penalty pay rate for work performed during normal working hours.

B. Authorization of Additional Compensation. Work for which overtime pay, penalty time pay, or dirty work pay may be afforded shall in no case be worked without the prior authorization of the Commanding Officer/Master or his/her authorized representative.

C. Commencement of Overtime. Overtime shall commence at the time any employee aboard a Class I vessel shall be called to report for work outside of his/her regular schedule provided such member reports for duty within twenty (20) minutes. On Class II or smaller vessels, the above time period shall be fifteen (15) minutes. When emergency situations occur, the employee shall report as soon as possible.

D. Computation of Overtime. Where overtime worked is less than 1 hour, overtime for 1 full hour shall be paid. Where overtime work exceeds 1 hour, the overtime work performed shall be paid in 1-hour periods, and a fractional part of such period shall count as 1 hour.

E. Continuous Overtime. When working overtime and Engineer Officers are knocked off for 1 hour 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.

F. Checking Overtime. After overtime has been worked, the supervisor involved will, upon request, present to each employee who has worked overtime a daily overtime record form stating the hours of overtime and nature of work performed. A copy will be retained by the Yeoman Department.

G. Compensation for Overtime. The employee will elect whether overtime will be compensated by cash payment or compensatory time. When compensatory time is granted, it shall be on an hour-for-hour basis, i.e., for each hour of overtime due, the employee shall be compensated by allowing one (1) hour of 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.

H. Compensatory Time. 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 shall be scheduled as soon as practicable and, except where special circumstances or exigencies of the Service require otherwise, taken within three (3) months after the overtime work was performed. Compensatory time not scheduled during the three (3) month period after the overtime work was performed shall be converted to overtime payment at the rate at which it was earned. If the compensatory time was scheduled but could not be granted because of exigencies of the Service, the scheduling period may be extended an additional three (3) months. If the time off is not scheduled, or is scheduled but cannot be granted during the extended time period, it will be converted to overtime payment at the rate at which earned.

No employee may have more than eighty (80) hours of compensatory time to his/her credit on February 1 of each year. Employees may be directed to take compensatory time off at a time convenient to the Government to assure they do not exceed the eighty (80) hour limit on February 1 as above. Compensatory time in excess of eighty (80) hours on February 1 shall be converted to overtime payment at the rate at which earned.

I. Drills, Emergency Duties, etc. No overtime shall be paid for work in connection with drills, inspections, or examinations required by law, including drills held on day of departure, or emergency work required for the safety of the passengers, crew, ship, cargo, or another ship in distress. However, 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 on day of departure. This Section, however, is without prejudice to any rights of salvage which the employee may have.

J. Security and Anchor Watches

1. In port, when sea watches are broken and shore personnel are not employed for the watch, Engineers may be assigned to the duties of the security or anchor watch, provided that such watches shall not normally exceed 8 hours within any 24 hours, figured from midnight to midnight, and no overtime shall be payable for such watches between 1700 and 0800 on weekdays. As these duties are not part of the duties normally assigned Engineers, they shall be paid penalty pay for all such security and anchor watch duties. However, such security or anchor watch stood in excess of 8 hours per day or the 40-hour workweek shall be compensated for at the overtime rate.

2. Under conditions where shore power is not provided in port and the plant must be kept in operation, engineers may be assigned to routine donkey watches. It shall not be the practice to assign port watches primarily to avoid payment of overtime to engineers except when the Employer determines that the agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased if it were not to do so.

K. Delayed Sailing. When a ship's departure is delayed more than 2 hours beyond the posted sailing time, employees off duty shall receive 2 hours penalty time for such reporting and may be returned to liberty until 1 hour prior to the new time of departure or the beginning of their regular watch, whichever occurs first. If a new sailing time has not been posted within the 2-hour period and employees have not been returned to liberty or entered in a duty status, penalty pay is payable from the time required to report to the time the ship sails.

The penalty time prescribed above shall not apply if sailing is delayed on account of weather such as rain, fog, or any other condition beyond the control of the Commanding Officer/Master.

L. Linens. Clean bed linens and towels are to be provided weekly. When linen is not changed weekly, each Engineer Officer shall be given 2 hours penalty time pay for washing his or her own linen.

M. Washing Machines. No additional compensation will be paid for the maintenance and repair of washing machines when repairs are performed during normal work hours.

N. Restriction to Ship

1. Penalty time shall accrue to off watch employees whenever a vessel is under port time conditions, as provided in Section 4 of this Article, and they are required to remain aboard for reasons other than discussed below.

2. No penalty time shall accrue to employees in situations where heavy seas, high winds, or similar conditions require that the employees 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, etc.

3. No penalty time shall accrue to employees 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 restrictions, which is acknowledged by the proper authorities, will suffice.

4. Penalty time shall not accrue to any employee who may be restricted to the ship at the specific request of competent shore authorities.

5. The Commanding Officer/Master may restrict any employee, without liability for penalty time, whose conduct aboard or ashore has been of a nature which adversely reflected on the Office of NOAA Corps Operations, NOAA, or the Department of Commerce.

O. Launch Services. When a vessel arrives at or in the vicinity of a safe harbor or anchorage for a stay of more than eight (8) hours, the Employer shall furnish launch service, at least one daily trip for each watch when weather permits and regular service is available, either ship's or commercial launch service. Such launch service is to be available to all unit personnel. Log entries shall be made to document those conditions which prevent launch services from being furnished.

For the purposes of this Section, launch services will not be provided when a vessel is in a safe harbor conducting mission-oriented operations. When such vessels are conducting mission operations which involve less than ten (10) hours per day in data acquisition, launch service to the port, one trip for each watch from the end of those operations through midnight, will be provided.

P. Shifting Ship

1. The penalty time rate shall be paid to personnel standing their normal tour of duty when shifting ship between 1700 and 0800, Monday through Friday. On Saturdays, Sundays, and holidays, whether sea watches are set or broken, the overtime rate shall apply.

2. When the vessel is in port and the licensed Engineers are called back after 1700 and before 0800, Monday through Friday, a minimum of 2 hours overtime shall be paid for each call, if required to be available for duty, and penalty rate if dismissed. When a vessel is in port and the licensed Engineers are called back on Saturdays, Sundays, or holidays, a minimum of 4 hours overtime shall be paid for each call, if required to be available for duty, and penalty rate if dismissed. Day working Chief Engineers shall, at their option, receive either compensatory time or cash in lieu thereof, payable at the prescribed overtime rates, for all such call backs.

Q. International Date Line. If a ship crosses the International Date Line from east to west, and a Saturday, Sunday, or holiday is lost, all day workers 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 also a holiday, or if the following Monday is a holiday, then the following Monday and Tuesday shall be observed.

However, in crossing the International Date Line from west to east, if an extra Saturday, Sunday, or holiday is picked up, only one of such Saturdays, Sundays, or holidays shall be observed and all employees 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.

R. Work Below Floor Plates, Inside Boilers and Tanks, and Dirty Work

1. Penalty compensation shall be paid Engineers for all work below the floor plates and inside tanks, during their normal work hours. This does not include work on pumps or machinery situated as in the case of present day Class I and II

vessels, nor shall this provision apply to operational work such as turning a valve on pumps located on tank tops immediately below the floor plates. The words "below the floor plates" exclude work which can be accomplished by reaching down from a sitting or prone position on the floor plates or by stepping down on tank tops.

2. A dirty work rate as specified in the Wage Marine Pay Schedule for Engineering Officers shall be paid to Engineer Officers for entering boilers, working on pipe systems in especially confining or dirty spaces, working on the liquid side of the fuel oil heater, working on cofferdams fouled by petroleum products including bunkers, or when required to do maintenance work which causes contact with the effluent side of the waste disposal unit. The current dirty work pay rate is equal to 1.1 times the prescribed overtime rate for work performed during overtime hours, or the prescribed penalty pay rate for work performed during normal working hours.

S. Installation of Equipment. When Engineers are required to install new equipment or machinery of a general type not presently aboard the vessel, except new or additional survey equipment required for the ship's mission, they shall receive penalty pay for all such work performed during their normal working hours. However, penalty pay shall not be paid for any work done in effecting replacements of existing equipment or machinery or the removal of obsolete equipment or machinery in connection with maintenance of the vessel's equipment. Chief Engineers shall receive additional compensation for this work in accordance with Article I, Section 10.

The intent of this Section is that penalty pay will be paid for installation of new machinery or structural changes in the vessel not normally performed by the ship's Engineers.

Section 4. PORT TIME

A. Port Time, Arrival and Departure

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

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

a. Emergency anchorage, mooring, or hove-to solely for reasons of safety such as repair, fire, shifting of stores, weather, or for the sole purpose of landing sick or injured persons.

b. The time while awaiting pilot, quarantine, pratique, transiting of canals, safe weather, or tide. However, in the case of awaiting pilot, quarantine and pratique, any such exception shall not apply where the delay is because the ship is awaiting berth and, in any event, shall only apply where the delay is caused by the arrival of the ship during hours that officials passing quarantine or pratique are not on duty and only for such limited period.

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

2. 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 anchor is aweigh for the purpose of putting to sea directly.

B. Hours of Labor in Port

1. Eight (8) hours shall constitute a day's work. A day shall be reckoned from midnight to midnight. The normal hours of labor while port time is in effect for watchstanders assigned to day work shall be from 0800 to 1700 Monday through Friday inclusive, with one unbroken hour for lunch. Overtime shall be paid: (1) for all work performed in port on Saturdays, Sundays, and recognized holidays and (2) for all work performed in port including the standing of routine watches in excess of 8 hours per day.

2. a. Where work is performed outside of the normal hours of labor as defined herein, but not in excess of 8 hours per day, such work shall be paid for at the penalty rate. The principle of the 8-hour day in home port shall apply to the Chief Engineer. The normal hours of work in port for the Chief Engineer shall be from 0800 to 1700, Monday to Friday, inclusive. When the Chief Engineer is required to be on board in port Monday to Friday inclusive, after 1700 and before 0800, and on Saturdays, Sundays, and holidays, except in case of emergency involving the safety of the passengers, crew, vessel, vessel's

machinery, and when advised of an emergency condition in the engineroom, the Chief Engineer shall be given compensatory time or shall be paid in accordance with Article I, Section 12.

b. When the vessel is in port and the licensed Engineers are called back after 1700 and before 0800, Monday through Friday, a minimum of 2 hours overtime shall be paid for each call, if required to be available for duty, and penalty rate if dismissed. When a vessel is in port and the licensed Engineers are called back on Saturdays, Sundays, or holidays, a minimum of 4 hours overtime shall be paid for each call, if required to be available for duty, and penalty rate of dismissed. Day working Chief Engineers shall, at their option, receive either compensatory time or cash in lieu thereof, payable at the prescribed overtime rates, for all such call backs.

c. When an Engineer is called back from outside the local commuting area on a weekend or holiday, except in case of emergency involving the safety of passengers, crew, vessel, vessel's machinery, and when advised of an emergency condition in the engineroom, the Engineer shall be allowed to work a minimum of eight (8) hours of overtime on each of the remaining in port weekend or holiday days provided the Engineer remains within the local commuting area. On the day the Engineer reports for duty, a minimum of eight (8) hours of overtime shall be allowed if the Engineer reported prior to 0800. If reporting occurs between 0800 and 1700, the Engineer will, at a minimum, be allowed to work from the time of reporting until 1700.

3. When the ship's Engineers are assigned to a routine night, weekend, or holiday watch, they may be assigned maintenance and repair work provided such duties do not interfere with the performance of routine watch duties. Routine watch duties may include maintenance and repair work necessary to keep the plant in operation or such work as may be occasioned due to a mechanical failure occurring during such night, weekend, or holiday watch.

4. When watches are broken and the Engineers work overtime in port after midnight, they shall have a rest period during the same day between 0800 and 1700 of 1 hour for each hour's work. However, on days of departure such rest period shall not interfere with the Engineers standing their regular watches.

5. Overtime in American ports and penalty pay in foreign ports for night port watches between 1700 and 0800 will be paid during the first 48 hours in port and 24 hours prior to termination of port time.

It is recognized that certain adjustments have been made in this Section, "Hours of Labor in Port," from the provision found in the private segment of the maritime industry due to the type of operation and mission of Office of NOAA Corps Operations vessels.

6. In port, when shore power is not provided and the plant must be kept in operation, Engineers may be assigned to routine donkey watches without payment of overtime except as in "5" above. Maintenance and repair work may be assigned to Engineers standing routine donkey watches provided such duties do not interfere with the performance of routine watch duties.

7. It is agreed that overtime watches will normally be rotated among the Engineers.

8. Normally an Engineer will be required to perform that work in the engineroom as customarily done by an Engineer. This does not preclude the use of unlicensed engineroom personnel for these duties. The Chief Engineer shall normally make this decision.

Section 5. HOURS OF LABOR AT SEA

A. Regular Watches

1. Four (4) consecutive hours shall constitute a watch and two watches shall constitute a day's work. All work performed in excess of the regular watches and on Saturdays, Sundays, and holidays shall be paid for at the overtime rate.

2. When day working Assistant Engineers are required at sea to work between the hours of midnight and 0800 they shall be paid overtime for such hours but shall be required to turn to at 0800 for their regular day's work without additional overtime.

In port, or on the day of arrival or departure, when a day working Engineer is required to work between midnight and 0800 overtime shall be paid for such hours and this time shall also count as part of his or her 8-hour day. If the employee then works after 0800 and that time is in excess of 8 hours, overtime shall be paid for such excess.

B. Supper Relief

1. Any Assistant Engineer who works more than 8 hours in any 1 day, including time spent relieving for supper, shall be either paid overtime or given compensatory time for all time in excess of 8 hours' work.

2. On ships carrying three Assistant Engineers, the present practice with respect to sea watches and relief for supper shall be continued.

3. On ships carrying four or more Assistant Engineers on which there is one nonwatchstanding Assistant Engineer, the nonwatchstanding Assistant Engineer may not normally be assigned to relieve for supper. Ships with more than one day worker may assign a day worker to relieve for supper without payment of overtime.

C. Meals

1. Meals for Engineers shall be served over a 1-hour period and a reasonable time of at least one-half hour shall be allowed for each meal in all cases where the Engineer is late not due to his or her own fault.

2. If for any reason, when ship is in port or at sea, a full hour is not allowed the Engineers for lunch or dinner (other than those Engineers who are required to relieve each other for lunch or dinner), they shall receive in lieu thereof 1 hour of penalty pay and at least 1 unbroken hour for their meals upon completion of the work at hand.

3. The Commanding Officer/Master may, at his or her discretion, reduce the lunch break to one-half hour with a half hour earlier "knock off" time, if such action is in the best interests of the Government.

Section 6. SEA WATCHES

A. 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.

B. Breaking Sea Watches in Port. When the vessel's stay in port is 24 hours or longer, sea watches shall be broken. The break should be made on arrival but not later than the next turn of the watch, i.e., 12.4-8 a.m. or p.m.

C. Setting Sea Watches. Sea watches shall be in effect on departure from any port. Sea watches shall be set not later than noon on day of departure. When departure falls on a Saturday, Sunday, or holiday, sea watches shall be set at the beginning of the normal period of time required for warming up of engines prior to sailing time.

Section 7. HOLIDAYS

The overtime rate of pay as described in the Wage Marine Pay Schedule shall be paid to Engineer Officers who perform their regular watch work at sea on any of the Federal holidays as stated in Article I, Section 10.D.

The overtime rate of pay shall be paid Engineer Officers who perform work in port on any of the Federal holidays. Any such holiday falling on Saturday or Sunday in port will be observed on the preceding Friday or following Monday respectively. Chief Engineers shall be compensated for holiday work in accordance with Article I, Section 10.B.

Section 8. 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 9. ROOM AND MEAL ALLOWANCES

A. If rooms or meals are not furnished in kind, an allowance, as specified below, will be paid when an employee is assigned to full operational status to the ship's force (complement), including periods of sick leave while on voyage and periods of involuntary nonduty status through no fault of the employee.

1. In lieu of breakfast	\$3.00
2. In lieu of dinner	6.00
3. In lieu of supper	8.00
4. Room allowance	20.00

The foregoing room allowance rate may be adjusted upward, not to exceed the applicable rate specified in the NOAA Travel Handbook, when comparable quarters are not available at the lower rate and appropriate receipts are furnished.

Payment of room and meal allowances will conform to the arbitration award in FMCS Case No. 77k 14345, January 13, 1978, and the Arbitrator's conclusion which states (in part):

"I agree with the Activity's interpretation of its regulation, i.e., that the quarters allowance when payable, will be paid on a seven day a week basis consistent with the requirements of the regulation; that the purpose of the

allowance is to defray an additional or unusual expense by the employee; that an employee who maintains a residence for his dependents at the assigned port will not be entitled to the allowance; that the quarters allowance will be paid when the vessel is in drydock and lodging with all facilities is not available and that the allowance will not be paid for employees who voluntarily go ashore in an off-duty status."

B. Room and meal allowance will not be provided to employees who are:

1. Absent from the ship on approved leave or absent without leave.

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

3. On sick leave or other leave due to illness when the vessel is in home port or when the employee is in home port, maintains a residence within the local commuting area, and does not normally sleep aboard when the vessel is in home port. Room and/or meal allowance will not be paid to employees who are furnished an allowance in kind or who are returned to residence or home of record.

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

5. On detail to a shore assignment due to personal hardship, periods of recuperation when not fully able to return to duty, during relief periods from continuous sea duty, or when an employee who has volunteered is assigned as part of the maintenance crew aboard an inactive vessel laid up indefinitely in home port. For purposes of this Section, an inactive ship is defined as 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.

6. In an official travel status covered by Government travel regulations.

7. Ashore in an off-duty status and meals and/or quarters are available.

C. Employees shall be entitled to quarters allowance if they have notified the Commanding Officer/Master that one or more of the following conditions exist when the vessel is in port and it is impossible for the Commanding Officer/Master to arrange for suitable quarters and the affected employees actually go ashore

to sleep. Quarters allowance will not be paid to employees who maintain a residence within the local commuting area and who do not normally sleep aboard when the vessel is in port.

1. When heat is not furnished in cold weather.
2. When hot water is not available in Engineers' washrooms for a period of 12 or more consecutive hours or is not furnished at a convenient place ashore.
3. When the Engineers' quarters have been painted and paint is not dry and suitable for occupancy and other suitable quarters are not furnished.
4. At all times when the vessel is in drydock overnight and lodging with all facilities, including heat, light, hot and cold running water, and sanitary facilities, are not provided aboard the vessel or by the shipyard nearby.
5. When linen is not provided upon the employee's request prior to 1800 on the day of joining the vessel.
6. When the vessel is being fumigated and is not cleared for occupancy before 2100. Personnel standing the midnight to 0800 watch shall be entitled to quarters allowance if the vessel is not cleared for occupancy by 1730.
7. When repair 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 3 hours or more between the hours of 1830 and 0630. A temporary breakdown for minor repairs of less than 3 hours' duration shall not subject the Employer to any lodging penalties.

Section 10. REST BEFORE WATCH

No Engineer shall normally be required or permitted to take charge of a watch upon leaving or immediately after leaving port unless such officer shall have had at least 6 hours off duty within the 12 hours immediately preceding the time of sailing.

Section 11. NO WORK AWAY FROM ENGINEER ROOM

For the safety of the personnel, vessel, or equipment, the Engineer in charge of the watch, while the vessel is being navigated, shall not normally be permitted to do work that takes him or her away from the Certified Engineer Room Controls, engine, or fireroom.

Section 12. NORMAL WORK OF ENGINEERS

A. It shall be the normal practice to assign Engineers to perform the customary and recognized duties of the Engineering Department. If an Engineer is required to perform work not normally assigned to Engineers the established penalty time rate shall be paid during regular hours and the overtime rate shall be paid during overtime hours.

B. Normal work of Engineers does not include:

1. Burning or welding outside of the machinery spaces, except as directly required in connection with the Engineer's duties for the maintenance and repair of the vessel's machinery or piping and the maintenance of mechanical equipment necessary for surveying, such as launches, winches, and tide gauges, and for installation or removal of survey equipment;

2. The repiping of a vessel; or

3. Painting, chipping, scaling, cleaning grease extractor, or polishing bright work or performing any clean up work in the Engine Department, blowing boiler tubes, or performing any other work customarily assigned to the unlicensed personnel.

C. Engineers shall, owing to personnel limitations, be expected to perform duties not normally assigned to them under conditions where it is clearly evident that such work cannot reasonably be performed on a timely basis by unlicensed personnel. If an engineroom cleanup is ordered by the Commanding Officer/Master, and in the opinion of the Chief Engineer this cleanup will materially interfere with engineroom repairs, the Chief Engineer shall request, in writing, that the Commanding Officer/Master assign additional personnel to assist in the cleanup. If the Commanding Officer/Master still considers cleanup necessary, he or she shall furnish additional personnel or authorize penalty pay or overtime as applicable to perform the work.

D. When a vessel is in full operating status and an Engineer is assigned all duties and assumes all responsibilities of a higher rated position, and these duties and responsibilities are significantly beyond the scope of the duties and responsibilities of the Engineer's position of record, the established penalty time rate shall be paid for all regular hours. During overtime hours, the overtime rate for the Engineer's position of record shall be paid. Specifically, this provision shall apply when any Assistant Engineer is assigned the full duties and responsibilities of a Chief Engineer or when either a Third Assistant Engineer or Second Assistant Engineer is assigned the full duties and responsibilities of a First

Assistant Engineer. This provision shall not apply when Third Assistant Engineers are assigned the duties and responsibilities of Second Assistant Engineers. For purposes of this Section, a vessel shall be considered in full operating status when receiving power from its own plant, other than power that would ordinarily be supplied by the emergency generators or when the power is raised for purposes of testing.

The provisions of the foregoing paragraph do not in any way represent an endorsement by either the Union or the Employer of the practice of routinely operating vessels with less than the normal complement of Engineers.

E. Licensed Engineers shall normally assign the work of welding and burning.

F. The provisions of this Section are not intended to restrict in any way the Employer's right to assign work in accordance with the law.

Section 13. SUBSISTENCE AND QUARTERS

Engineer Officers shall be subsisted and quartered in separate accommodations insofar as is practicable.

Section 14. WORK CLOTHING

When employees are required by the Employer to furnish and wear uniforms, they shall receive an allowance under the Uniform Allowance Act of 1954 as amended. Engineers not required to wear a uniform may be required to furnish at their expense khaki shirt and pants, or khaki or blue coveralls, and leather shoes. When employees are required to perform unusually dirty work the Employer shall provide protective clothing. Protective clothing as necessary for safety shall be provided by the Employer.

Section 15. POSTING OF LICENSES

Engineer Officers may post their licenses as issued by the United States Coast Guard in an appropriate area of the Engine Department of each vessel on which they are employed.

Section 16. PROMOTIONS

When an Engineer is promoted, he or she shall receive the pay of the rating to which promoted.

Section 17. TEMPORARY PROMOTIONS

A. General. Temporary promotions of Marine Engineer employees will be made in accordance with merit principles and the Employer's merit assignment program. Temporary promotions will be made when there is a need for an employee to perform the 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 an increased workload for a limited period, or to participate in a special project which will last for a limited period. Consequently, when such a position will be open for 30 days or longer, temporary promotion shall be made at the beginning of the next pay period if the position requires filling.

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.

B. Duration of Temporary Promotions. An Engineer will be temporarily promoted for the expected duration of the need for his or her services in the higher rating, but the period may not exceed 1 year. Only employees who meet the qualification standards for the higher level position may be promoted with the exception that licensing requirements may be waived.

C. Informing Employees. 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, they will be returned to a position equivalent in pay to their permanent rating. This information will be confirmed on the "Notification of Personnel Action."

D. Ending Temporary Promotions. Unless extended by the Employer to meet additional temporary needs, a temporary promotion automatically ends on the specified date. The promotion will terminate at the end of the pay period in which the Engineer returns to his or her regular position.

E. Details. The Employer may utilize details to meet temporary 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, use of an Engineer who fails to meet qualifying "time" requirements, or when a higher position will be open less than 30 days. Other details for the purpose of training, evaluation, or for filling equal or lower positions will be limited to a maximum period of 120 days unless prior approval from the Servicing Personnel Office is obtained. Employees may

be detailed to fill vacancies created by employees on annual or shore leave. For details to higher rated positions see Article III, Section 12.D.

It is understood that the foregoing provisions of this subsection do not apply in those instances when an employee is detailed to a shore position for 4 months or more to afford relief from extensive sea duty.

Section 18. TRAINING

Whenever consistent with the operational program of the vessel, and with Departmental training regulations, the Employer agrees to assist in the training of Engineers so that they may become more efficient in the performance of their duties and can demonstrate such efficiency by obtaining the best possible license under their experience by:

1. Allowing up to 2 weeks official time for schooling or tutoring for upgrading his or her present license.
2. Reimbursing cost of tuition when license is obtained.
3. Permitting use of accrued leave scheduled in continuity with official time to attend school and sit for license.
4. Authorizing \$8.00 per day during period of official time when school or tutor are outside the commuting area of the employee's residence.
5. The benefits of this Section are limited to once per 12-month period per employee.
6. Official time requested as in subsection 1. above is dependent upon proof of completion of examination by the U.S. Coast Guard.

Engineers receiving benefits of this training program agree to remain with the Employer for 1 year, after date of license or raise of grade, or reimburse the Government for tuition and per diem costs upon leaving earlier.

Section 19. SHORE LEAVE

If an employee is directed to perform work necessary for the preparation of a voyage, which entails working in excess of 8 hours during the day preceding the day of departure from the home port, then that day will be creditable for shore leave.

If an employee is directed to perform work necessary for the completion of a voyage, which entails working in excess of 8 hours during the day following the arrival in home port, then that day will be creditable for shore leave.

Time spent in shipyards within the home port area is not creditable for shore leave. For the purpose of this Section, "home port area" is defined as within 150 miles of the vessel's home port.

Section 20. REOPENER - INACTIVE SHIP CONCEPT

It is agreed that upon the request of either party, this Agreement shall be reopened to negotiate those matters pertaining to an inactive ship policy.

Section 21. SUPERSEDURE

The parties agree that the provisions of their former Agreement dated September 15, 1984, are no longer in force and effect and are superseded by the terms of this Agreement.

ARTICLE IV

DEFINITIONS

For the purposes of this Agreement, its appendices, and addenda, the terms listed below will carry the meanings indicated:

Day - The 24 hours from midnight to midnight.

Days - Calendar days, when used to indicate a time limit, except for purposes of the grievance procedure where "days" shall mean workdays.

Day Work - Work performed by personnel of the Engine Department during 8 hours of duty between 0800 and 1700 on Monday through Friday at sea or in port.

Day Worker - A member of the Engine Department who performs work for maintenance upkeep and service to the ship and who is assigned to day work at sea and/or in port.

Donkey Watch - The watch stood by Engine Department personnel to maintain power and/or tend auxiliary machinery while a ship is in port.

Gangway Watch - The watch stood by personnel stationed at or near the ship's gangway primarily to challenge trespassers and maintain the gangway in a safe and proper position.

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.

Overtime - A pay rate normally payable for work performed in excess of 8 hours in 1 day or 40 hours in 1 week but sometimes paid for certain conditions or work outside the scope of regularly prescribed duties.

Penalty Time - A pay rate normally payable for certain work outside the scope of normal prescribed duties or for specified undesirable tasks performed during the regular hours of work.

Sea Watch - Established hours of work for Engine Department personnel primarily necessary for the navigation of a ship.

Security Watch - The watch stood in port by personnel of the Engine Department (normally nonofficers) who are required to remain aboard ship during their off-duty hours to maintain the security and safety of the ship.

Straight Time - The standard hours of duty for which personnel are compensated at the basic pay rate.

Watch - Established hours of work for watchstanders. Also refers to those who stand the watch.

Watch Below - Personnel not on duty at a given time.

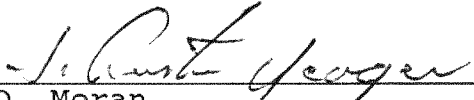
Watch on Deck - Personnel on duty at a given time, including watchstanders and day workers.

Watchstander - A member of the Engine Department assigned to work primarily for the navigation of the ship.


IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective this seventh day of September, 1990.

FOR THE EMPLOYER

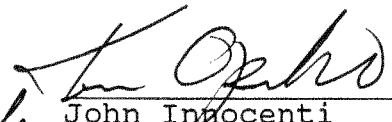
FOR THE UNION




F. D. Moran
Rear Admiral, NOAA
Director
Office of NOAA Corps Operations




C. E. DeFries
President
National Marine Engineers
Beneficial Association

for 


John Innocenti
Chief
Personnel Division
National Oceanic and
Atmospheric Administration



C. E. Dodson
Chairman
Licensed Division
District No. 1 - MEBA/NMU and
National Marine Engineers
Beneficial Association



R. F. Schamann
Vice President
District No. 1 - MEBA/NMU and
National Marine Engineers
Beneficial Association

 9/15/90

Daniel Colon
Director
Government Fleet Operations
Licensed Division
District No. 1 - MEBA/NMU and
National Marine Engineers
Beneficial Association