



**Collective Bargaining Agreement**  
**Between**  
**NOAA Office of Marine and Aviation Operations (OMAO)**  
**AND**  
**District No. 1 – PCD, MEBA (AFL-CIO)**

Effective Date: December 23, 2015



**Labor Management Relations**  
**For Licensed Engine Officers**

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## PREAMBLE

*Under the policy set forth by the Civil Service Reform Act of 1978, the Articles of this Master Agreement, together with any and all Supplemental and Subordinate Agreements and/or Amendments which may be agreed to at later dates by the representatives of the Parties, constitute the total Agreement. The Parties are the United States Department of Commerce, National Oceanic and Atmospheric Administration (NOAA), Office of Marine and Aviation Operations (Management) and District No. 1- PCD, Marine Engineers' Beneficial Association, hereafter known throughout the Master Agreement as the Union.*

*Both Parties recognize the importance of building a constructive and cooperative bilateral relationship which will aid in achieving the mission of the Office of Marine and Aviation Operations. They are jointly committed to serving the public interest by the development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government. They are committed to normally using consensus decision making and interest-based problem solving to achieve the effective conduct of public business.*

*The Parties recognize that both the well-being of employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the development and implementation of personnel policies and practices affecting the conditions of their employment. The maintenance of a constructive and cooperative Union-Management relationship at the appropriate levels will encourage this participation.*

*The Parties agree that the public interest demands the highest standards of performance and accountability. Therefore, the Parties are committed to following the spirit and intent of the Articles contained in this Master Agreement.*



H. Marshall Ainley  
President, MEBA



Rear Admiral David A. Score  
Director, OMAO

# ARTICLE I - BASIC AGREEMENT

This Agreement is entered into this twenty-third day of December, 2015, between the Office of Marine and Aviation Operations (OMAO), Marine Operations (MO), National Oceanic and Atmospheric Administration (NOAA), Department of Commerce (DOC), hereinafter called the "Employer" and the District No.1 – PCD, MEBA (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 unit as defined below for the purpose of negotiation and enforcement of this Agreement and any supplements.
- B. The unit is established as follows:

Unit I Employees of vessels under the jurisdiction of the Director, Marine Operations, 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 "Licensed Engine Officer" as used in this Agreement applies to licensed personnel serving in Marine Engineer positions that require a license that qualifies them for the position they hold.

## SECTION 2 – DISTRIBUTION OF AGREEMENT

- A. A copy of this Agreement shall be made available to all bargaining unit members.
- B. 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.
- C. The Employer will ensure the Agreement is available electronically on the Document Management System (DMS) and OMAO website.

### **SECTION 3 – DURATION OF AGREEMENT**

- A. This Agreement shall become effective upon signature, and will remain in effect for a duration of 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 calendar days nor 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.
- 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 4 – SUPPLEMENTAL CHANGES/UPDATES TO MASTER AGREEMENT**

Changes to this agreement are permitted only through written MOUs duly executed by both parties. In cases where the change to the Agreement is compulsory due to a change in Federal Law, an MOU shall still be executed between the parties.

- 1. All MOU's will contain the following:
  - (a) Serial number
  - (b) Date
  - (c) Subject
  - (d) Signature of the MEBA Government Fleet Representative
  - (e) Signature of Director, Marine Operations
- 2. The serial numbers for each MOU will be tracked in an index maintained by Management and MEBA.

### **SECTION 5 - CHANGES IN LAWS, REGULATIONS, AND POLICIES**

- A. 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 satisfy management's bargaining obligation under the Statute (5 U.S. Code Chapter 71). This may include post-implementation bargaining when provided for under the Statute.
- B. The Employer and the Union shall communicate the effect of such change upon this agreement or other recorded understanding within 30 days of the effective date.
- C. No regulations or policy will be enforced or administered in a manner which gives it retroactive effect unless otherwise provided for by law.

### **SECTION 6 – PAST PRACTICES**

With the establishment of this agreement, it is mutually agreed, that past practices are no longer applicable unless specifically provided within this Agreement, government-wide regulation, and/or statutory provision(s). The parties further agree that this action will be a cornerstone of the success of this new Agreement.



# **ARTICLE 2 - COLLECTIVE BARGAINING PRINCIPLES AND POLICIES**

## **SECTION 1 – EQUAL EMPLOYMENT OPPORTUNITY**

- A. Equal Employment Opportunity (EEO) is the law. It is the policy of NOAA to provide equal opportunity in Federal employment and to prohibit discrimination in employment based on race, color, religion, sex, national origin, age, disability, retaliation, genetic information, or sexual orientation.
- B. NOAA promotes EEO for all individuals and will not tolerate any form of discrimination in the workplace. NOAA takes seriously its responsibility to prevent discrimination by removing any barriers that may limit opportunities. Every effort must be made by management officials to ensure that this commitment is reflected in all of the actions and policies of the organization.
- C. If employees of NOAA or applicants for employment with NOAA believe that this commitment is not being met, they may seek guidance and assistance through the EEO complaint process. As an employee, applicant for employment with NOAA, or former employee, individuals have the right to avail themselves of the EEO complaint process without fear of retaliation.

## **SECTION 2 – RIGHTS OF EMPLOYER**

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.

## **SECTION 3 – RIGHTS OF ASSOCIATION**

The Union, having been recognized as the exclusive Union representative of the employees described in Article 1, 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.

#### **SECTION 4 – 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. The Union shall inform the Employer in writing of those chosen/elected as 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 their designee, shall be considered the ship's delegate for purposes of this Section.
- B. Any employee acting as 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 non-duty status.
- D. 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.
- 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. The log shall be forwarded to the Executive Officer on a quarterly basis for review. The delegate shall initial the log. The time will be recorded in T&A.
- F. For the purpose of discussing Union business and affairs, Union representatives may visit bargaining unit employees while in a non-duty status aboard vessels. The Commanding Officer of the applicable

Marine Center, or their designated representative may grant permission for a Union representative to board a ship subject to the following conditions:

1. Coordination of visits by the Union shall be made through Marine Personnel Labor representatives. Subject to operational or security requirements, time may be granted for the visit as determined by the Command.
2. The Employer will provide the following information to the Union's designated representative:
  - a. A tentative schedule of the Employer's vessels on a regular basis; and
  - b. The name and rating of each bargaining unit employee when requested.
3. 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.
4. 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 location.
5. 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.
6. For information purposes, the Commanding Officer/Master, or their representative, shall be informed by the Union representative upon completion of the visit.

#### G. SCHEDULES AND ROSTERS

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

1. A tentative schedule of the Employer's vessels on a regular basis; and
2. The name and rating of each bargaining unit employee when requested.

### **SECTION 5 – RIGHTS OF EMPLOYEE**

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.

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 6 – MUTUAL RIGHTS AND OBLIGATIONS**

- A. 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.
- B. 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.

## **SECTION 7 – DUES WITHHOLDING**

### **A. GENERAL**

This Section 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 Section covers all eligible employees:

1. Who are members/applicants in the Union;
2. Who voluntarily complete Standard Form 1187, Request for Payroll Deductions for Labor Organization Dues;
3. Who receive compensation sufficient to cover the total amount of the allotment; and
4. Who are in the exclusive bargaining unit.

The parties agree that the provisions of this Section 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.

### **B. MANAGEMENT RESPONSIBILITIES**

Management is responsible for:

1. Permitting and processing voluntary allotment of dues in accordance with this Agreement;
2. Withholding dues on a bi-weekly basis;

3. Notifying the Union when an employee is not eligible for an allotment. The Labor Relations Officer (LRO), Servicing Personnel Office is responsible for this notification;
4. Withholding new amounts of dues upon certification from the authorized Union official;
5. Transmitting remittance checks to the allottee designated by the Union, together with a listing of employees for whom deductions were made;
6. 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
7. Providing the following information on the remittance listing:
  - a. The name of each employee for whom the deduction has been authorized to be made during the current pay period;
  - b. For each employee or group of employees, the following information will be given to the extent applicable:
    - (1) Amount withheld;
    - (2) No deduction because employees' compensation is insufficient to permit a deduction.

C. LABOR ORGANIZATION RESPONSIBILITIES

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 LRO, Servicing Personnel Office, in writing, of:
  - a. Current authorized name and title of the 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;
  - c. Any employee who is no longer in good standing within ten (10) days of the date of such determination.
4. 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.
5. 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
6. 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-PCD, MEBA (AFL-CIO)  
444 North Capitol Street, N.W. Suite 800  
Washington, DC 20001

7. 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-PCD, MEBA (AFL-CIO)  
444 North Capitol Street, N.W. Suite 800  
Washington, DC 20001

#### D. JOINT STIPULATIONS

1. The amount of the dues to be deducted as allotments from compensation may not be changed more frequently than once each twelve (12) months.
2. 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.

#### E. 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:

1. 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.
2. Changes in amounts of dues: First pay period after receipt of certification by the LRO, Servicing Personnel Office.
3. Revocation by employee:
  - a. The employee may not revoke the dues withholding assignment for a period of one year.
  - b. Employees may request to terminate the dues withholding assignment by:
    - (1) Revoking such an authorization annually, on the anniversary date of their original allotment (anniversary date);
    - (2) Submitting a timely cancellation form (SF-1188, *Cancellation of Payroll Deductions for Labor Organization Dues* or a memorandum to the Union. In order for a cancellation form to be "timely," it must be "submitted" to the Union on an employee's anniversary date or within twenty-one days before that date;
    - (3) The Union must "certify" the date that the cancellation form is "given to" it "by date and signature" of the receiving Union representative, or by "some other appropriate date stamping device"; and
    - (4) The effective date of the revocation will be the date the cancellation form is submitted to the Union or the anniversary date, whichever occurs later.
    - (5) Management will terminate the dues withholding one pay period after the effective date of the termination.

4. Termination due to loss of membership in good standing: First pay period after date of receipt of notification by the LRO, Servicing Personnel Office.
5. 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.
6. 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 3 – COMMUNICATION AND PARTNERSHIPS

## SECTION 1 – COMMUNICATIONS

### A. COMMUNICATIONS BETWEEN UNION, MANAGEMENT AND EMPLOYEES

1. It is agreed that any changes to rules, regulations or policies affecting the Licensed Engine Officers once bargaining obligations are fulfilled will be disseminated in one or more of the following ways:
  - a. Notification to the Union
  - b. Marine Operations Bulletin to all department heads using group email address
  - c. Posted to current Document Management System (if appropriate)
  - d. Wage Mariner Information Website (in development)
2. Information regarding travel regulations, per diem, time and attendance, leave, etc., can be found in the Wage Mariner Handbook and WFMO web site.
3. When licensed engineering officers are seeking information that cannot readily be found, they are expected to work through their chain of command first and then, if necessary, the Marine Center to have their inquiry directed appropriately.
4. When filled, the person occupying the position of Wage Mariner Liaison as a collateral duty can also be used to raise issues and concerns outside of employees' chain of command.

### B. COMMUNICATIONS BETWEEN MANAGEMENT, COs, AND CHIEF MARINE ENGINEERS (CMEs)

1. It is understood and recognized that CMEs are a critical member of the ship's management team. The Chief Engineering Officer is recognized as a first line supervisor for the Engineering Department and reports directly to the CO of the vessel.
2. As the first line supervisor of the Engineering Department, Chief Engineering Officers shall normally be responsible, in consultation with the CO, for requesting a certificate of eligible candidates and shall normally be the selecting official when certificates are issued to the ship to fill vacancies in the Engineering Department. While nothing should take away the CO's ultimate responsibility on board the vessel, the Chief Engineering Officer shall be included in discussions that involve ship repairs and maintenance, schedules, department budget formulation and execution, project preparation/applicability, and all issues affecting the Engineering Department (including personnel actions, discipline, relief, and shipboard policy changes affecting the department, as appropriate). COs and CMEs are expected to have daily, routine face to face communication.
3. As part of our normal practice, Chief Engineering Officers will be included in discussions with management at the marine center level that involve ship maintenance and repair periods and vessel class issues. The CME service account email will be the main mode of communication from Marine Center.



4. 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 notification and an opportunity to meet and discuss as well as provide input.
5. Management is committed to insuring a respectful, open and trusted communication between COs and CMEs. While the CO has the ultimate authority for the safety of the vessel, the CME provides valuable input and experience and a cooperative relationship is expected. The importance of building and maintaining this relationship, as well as communications techniques and exercises will be included in training and command conferences. As part of the senior shipboard management team, CMEs will continue to be included in the annual command conference to the fullest extent possible.

### C. COMMUNICATION BETWEEN UNION MEMBERS

#### Bulletin boards

- a. It is agreed that the Union, subject to such Employer regulations as may be issued, may distribute notices or post bulletins on designated union 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.

This provision is extended to include electronic bulletin boards or communications sent electronically via government computer or with government email accounts.

Violation of the requirements of above concerning the content and distribution of literature may be grounds for revocation of this privilege and may be subject to disciplinary action in accordance with established progressive disciplinary procedures.

## **SECTION 2 - PARTNERSHIPS**

- A. The parties will notify one another of emerging topics or initiatives that may affect conditions of employment as soon as practical. They are encouraged to become involved as early as possible during the decision making process in an effort to facilitate the early identification and resolution of issues and provide the opportunity for participants to add value to the outcome. These issues include but are not limited to policy development affecting quality of life, benefits, work place rules, etc.
- B. Collaborative Relations:
  1. The parties are encouraged to engage in an informal process to identify problems and craft solutions to better serve the Agency's employees, mission, and the public.
  2. Decisions and agreements reached by the parties in collaboration are non-binding absent mutual agreement.

# ARTICLE 4 - ALTERNATIVE DISPUTE RESOLUTION (ADR)

## SECTION 1 – ALTERNATIVE DISPUTE RESOLUTION

- A. Licensed Engine Officer's questions and/or issues over contract interpretation/application and/or shipboard policies/practices should be resolved at the lowest possible level, to the satisfaction of both parties. The Federal Alternative Dispute Resolution Program (FADRP) is to be used as an alternative to the negotiated grievance procedure but does not replace it. Licensed Engine Officers will remain unimpeded and free from restraint, interference, coercion, discrimination, or reprisal in seeking adjustment of their concerns through grievance procedures. If the Licensed Engine Officer is dissatisfied with the FADRP results, the Licensed Engine Officer remains eligible to present a grievance under the negotiated grievance procedures in Article 8, Section 1.
1. The time limit for submission of a grievance under the negotiated grievance procedure is suspended when the Licensed Engine Officer informs the command of their intention to utilize the FADRP. A Licensed Engine Officer may discontinue using FADRP at any time during the process and invoke negotiated grievance procedures. In this case, time limits begin when the Licensed Engine Officer notifies the Employer of their desire to discontinue using FADRP.
  2. If the FADRP proceeds to conclusion, and the Licensed Engine Officer is dissatisfied with the determination, the time limit for submission of a Collective Bargaining Agreement grievance begins again immediately following receipt of the written determination.
  3. A DOC/NOAA Labor Relations Officer (LRO), who is familiar with the shipboard environment, the Collective Bargaining Agreement, and other applicable laws, rules and regulations, is responsible for serving as the neutral third party in FADRP. The Union will be afforded input of the neutral third party selected for mediation.
  4. Licensed Engine Officers should attempt to resolve all disagreements through the vessel chain of command before implementing the FADRP. As with any disagreement, the command must first provide the Licensed Engine Officer with its contract interpretation over an issue concerning personnel policies or working conditions. If the Licensed Engine Officer is not satisfied with the response and the command cannot expeditiously resolve all of the questions (normally within 3 working days), the Licensed Engine Officer may invoke the FADRP by submitting the issue in writing, along with a suggested solution, to the Commanding Officer.
  5. To expedite resolution of disagreements and to enhance morale and productivity, Licensed Engine Officers should not forestall preparation of their statement of an issue for unreasonably lengthy periods of time.
    - a. To ensure expeditious processing by the Employer, the Licensed Engine Officer should verbally inform the Commanding Officer of the decision to utilize FADRP, as soon as a decision is reached. This notification suspends any time limits imposed by negotiated grievance procedures.
    - b. The command will forward the Licensed Engine Officer's statement of the issue and any other information/material presented by the Licensed Engine Officer, along with the vessel command's own backup or interpretive material, to the appropriate DOC/NOAA Labor Relations Officer for determination or resolution of the issue/question. The transmittal should be by the most expeditious means possible, preferably electronic mail.

- c. The LRO will review the issues, utilizing necessary and available resources.
  - d. Prior to issuing the written response to the Licensed Engine Officer, the LRO should send a copy of the proposed response to the appropriate union representative.
  - e. The LRO should make every effort to resolve the issue as quickly as possible. Maximum use of resources available will help to resolve disagreements and misunderstandings promptly, fairly and in a manner consistent with the best interests of Licensed Engine Officers and NOAA. The ship should be kept informed of any expected delay or timetable for responding.
- B. Resolution of disputes will be in accordance with the Handbook to NAO 2012-715 NOAA Alternative Dispute Resolution Program.

# ARTICLE 5 - TRAINING

## SECTION 1 – TRAINING

### A. PROFESSIONAL DEVELOPMENT:

The parties recognize the value of a well-trained workforce and the need for a well-planned and effective training effort. Consistent with the operational program of the vessel, and the Departmental training regulations, all licensed personnel may be given the opportunity to receive training in continuing education of their respective department consistent with the availability of funds. This section does not apply to mandatory training.

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

1. At the request of the employee, management may pre-approve up to two weeks in a duty status in a 12 month period for professional development training.
2. If training exceeds two weeks, and operational requirements permit, accrued leave may be authorized to be used in conjunction with the approved training time.
3. To the extent possible, 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. Impact on the organization will also be a consideration.
4. Employee receiving benefits under this Section agree to remain with the Employer for a period of time equal to three times the length of the training course, or reimburse, on a prorated basis, the Government for all direct costs of training incurred (excluding salary), upon leaving.
5. Employees who fail to attend or successfully complete the scheduled training may be required to pay the full cost of the training.

### B. MANDATORY TRAINING

The parties agree that training costs for any training required to retain or attain new mandatory endorsements required for the operation of NOAA ships, is authorized for prepayment via Standard Form (SF)-182 or reimbursement via SF-1164 to the employee. It is further agreed that the employee, when required to be off the ship to complete this training, remain in a duty status, or if in a non-pay status, be returned to a duty (pay) status. All training reimbursements must be pre-approved in writing by the ship's command.

### C. LICENSE RENEWAL AND UPGRADE

Due to the unique and evolving nature of marine credentialing and licensing, the parties agree that costs for license renewal or upgrade required for the operation of NOAA ships are eligible for pre-payment or reimbursement to the employee. It is further agreed that the employee may be authorized up to 2 days in a duty status for license renewal. License upgrades will be authorized up to 5 days in a duty status and will require a six month service agreement. Reimbursement requests for credentialing costs are subject to the availability of funds and must be pre-approved in writing by ship's command.

Costs associated with TWIC, physical, drug test and travel costs are at the expense of the employee.

#### D. ADMINISTRATION

1. Compensatory time for travel is authorized for employees attending government sponsored training when such travel occurs outside of normal working hours.
2. Management agrees to maintain an electronic database of employee training in the designated learning management system. Employees are encouraged to provide documentation of all relevant training taken, whether at official expense or at their own expense.
3. When new equipment is installed aboard NOAA vessels, licensed engineers who will be assigned to use or maintain such equipment may be provided appropriate training.
4. Subject to management approval, employees enrolled in approved training courses may use government owned, course related equipment for training purposes.
5. The employee and supervisor are encouraged to have ongoing discussions throughout the year regarding the employee's individual career development.
6. Any travel costs associated with the training is not guaranteed and will be coordinated through the ship's Command.

# ARTICLE 6 – PERFORMANCE AND AWARDS

## SECTION 1 – 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.
- B. 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 a copy of the evaluation shall be provided to the employee.
- C. The employee should sign the rating to indicate that it has been discussed. If an employee refuses to sign, the rating official should so note. 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 to October 31.
- D. 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. Should an employee's performance fall to the unacceptable level as defined in (DAO 202-430), the employee will be placed on a Performance Improvement Plan (PIP).
- E. 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.

## SECTION 2 – PERFORMANCE BONUSES AND AWARDS

The Parties agree that the employee's incentive and performance award programs are beneficial to both Management and the employee. Performance bonuses and awards for Licensed Engineering Officers will be administered in accordance with procedures as provided in NAO 202-451, DAO 202-430, The Performance Management Handbook, and the NOAA Incentive Awards Program Handbook. Parties agree the awards and recognition should be given as soon as possible after the achievement. The following categories of awards are available to recognize employees' significant achievements or performance. The specific process for the submission of awards is found in the documents listed above and can be found on WFMO website. All awards are routed through MOC and WFMO to be processed.

### **A. Performance Awards Under the Five Level Performance System:**

Under the Five-Level Performance Management System, performance awards should be based on the accomplishments of employees for the end of the year performance cycle. Performance awards may be recommended by Chief Engineers for engineering department employees.

### **B. Cash In Your Account (CIYA) Awards:**

CIYAs may be used to recognize employees for significant contributions outside the scope of normal duties. CIYAs may be recommended by the Chief Engineering Officer and approved by the CO in \$100 increments up to \$1,000 in one transaction.

**C. On the Spot Awards:**

On the spot awards are used to recognize employees for their day to day efforts that contribute in a special way to getting the job done. This non-monetary award program, allows employees to be immediately recognized with gift certificates up to a maximum amount of \$500. Awards may be nominated by the Chief Engineer and approved by the CO, as per the OMAO On-The-Spot Program Policy.

**D. Time Off Awards:**

As first level supervisors, Chief Engineers may approve time off awards for licensed engineering officers up to 8 hours per achievement, per employee. Time off awards above 8 hours, recommended by the CME, must be submitted to the Commanding Officer for approval. In any case, time off awards must be routed through the Marine Center and WFMO to be processed.

**E. Special Act Awards:**

Special Act Awards may be granted for specific achievements or a period of exceptional productivity at any time during the performance year, for accomplishments that may or may not be covered in the individual's performance plan. Chief Engineers may nominate employees for such awards.

## **ARTICLE 7 – WEINGARTEN RIGHTS**

### **SECTION 1 – WEINGARTEN RIGHTS AND DISCIPLINARY ACTION**

- A. At any investigatory meeting where an employee is being questioned by a management representative and there is reasonable expectation that disciplinary action may be taken, the employee is entitled to a union representative upon the employee's request.
- B. 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.
- C. 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 sufficient cause. The employee will be advised specifically of all details of the offense charged, so as to enable the employee to understand the charge and defend against it. Information concerning disciplinary action is available on the NOAA Workforce Management website and the Code of Federal Regulations.
- D. Disciplinary notice or documentation of disciplinary action in an employee's file older than thirty-six (36) months shall not be used to support further disciplinary action.



# ARTICLE 8 – GRIEVANCES, ARBITRATION, AND IMPASSE

## SECTION 1 - GRIEVANCE/ARBITRATION & IMPASSES

### 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 Commanding Officer 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 OMAO 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;
  - g. Termination of trial, term and temporary employees;
  - h. Counselings and written warnings
  - i. Furloughs of 30 days or less;
  - j. Granting or failure to grant incentive awards or non-adoption of a suggestion.

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 their 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.

## 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 themselves 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 their immediate supervisor within fourteen (14) days of the date of the action or condition giving rise to the grievance. If the employee chooses, the employee may be accompanied by the ship's Union delegate when at sea or by the ship's Union delegate or Union port official if the 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 a written decision within fourteen (14) days. Since the supervisor is a member of the bargaining unit, the 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, the employee 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, the CO 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 the decision.

Step 3. If the employee is not satisfied with the adjudication in Step 2 and elects to pursue the grievance further, within fourteen (14) days of receipt of the decision in Step 2, or not later than fourteen (14) days after return to home port, submit the formal written grievance to the Commanding Officer (CO) of the applicable Marine Center. A copy of this submission shall be furnished to the Commanding Officer/Master who has previously adjudicated the grievance. Within fourteen (14) days of the date of receipt of the grievance, the CO of the Marine Center shall inform the employee in writing of the decision. If not satisfied, the employee may notify the Union and Marine Center Director in writing of their 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 Commanding Officer. 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, Marine Operations, (MO) or their designee, or by the Director, Government Fleet Operations, District No. 1 – PCD, MEBA (AFL-CIO) or by the Government Fleet Representative, 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 the grievance procedures may be extended by mutual written consent.

**SECTION 2 – SETTLEMENT OF GRIEVANCES**

- A. Resolved Union and or Employer grievances will be documented in writing. The resolution agreement shall contain the facts of the grievance, the relief sought, and resolution to include any follow up action required of either party within an estimated timeline. Documentation may be accomplished by email to the parties. The resolution constitutes a full and final remedy of any and all alleged issues raised in the grievance thereby terminating the grievance.
- B. In the event that one party believes that the other party has failed to comply with the terms of the resolution or within the estimated timeline, that party may file a new step 1 grievance requesting the terms of the settlement agreement be specifically implemented. The step 1 grievance must be filed within fourteen (14) days of the failure to implement the terms of the resolution.
- C. Resolution of grievances must be consistent with the terms of the CBA and applicable MOUs.

**SECTION 3 – GRIEVANCE TERMINATION**

A grievance may be terminated:

- 1. At the grievant's request;
- 2. Upon termination of the employee's employment with the Agency, unless the grievance involves an issue of compensation;

3. Upon the death of the employee, unless the grievance involves an issue of compensation; or
4. Upon failure by the grieving party to meet time limits, or to request and receive an extension of time.
5. Provided such termination is agreeable to the Union and Employer.

## **SECTION 4 – ARBITRATION**

- A. If either the Employer or the Union is not in agreement with the Step 3 grievance decision, then within fourteen (14) 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 paid 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 the employee's representative 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. No compensatory or overtime is authorized for travel or proceedings, however, whenever practicable, travel will occur during normal business hours.
- 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 5 – 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. However, it is agreed that during the negotiation process when management has declared impasse by written notification to the designated government fleet representative and the MEBA Atlantic Coast Vice President, within (14) business days, management may implement the last proposal made by management and appropriate notice shall be given to the (2) union officials designated above as to when the changes are to be implemented.

## **SECTION 6 – UNFAIR LABOR PRACTICE (ULP)**

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.

# ARTICLE 9 – COMPENSATION AND PREMIUM PAY

## SECTION 1 – COMPENSATION

- A. As provided in the Wage Marine Employee Handbook, 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. Military Sealift Command (MSC), as the lead Agency for Wage Marine pay, conducts wage surveys on an annual basis to collect data on changes to industry pay rates. When required by NOAA, the Union will be responsive to wage data requests from the Employer. NOAA pay rates will be determined from the MSC pay rates and will be made available to the Union for review prior to implementation.
- 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.
- E. Licensed Engine Officers pay rates are tied to industry Atlantic Coast Diesel (mechanized) rates and the MSC Atlantic Coast Licensed Engineering Officers (Dry Cargo) schedule mechanized rates.

## SECTION 2 – AUTHORIZATION OF PREMIUM PAY

- A. Responsibility for administration of premium pay on NOAA ships is the direct responsibility of the Commanding Officer (CO)/Master. 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 CO/Master or their 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.
  - 1. Time and attendance records are official documents, which must be accurately maintained. Employees and supervisors are responsible for ensuring accurate, complete, and timely reporting of the hours worked in each pay period in accordance with the provisions of this agreement. This includes the accurate recording of time in a leave status during the scheduled work week.
  - 2. Licensed Engine officers shall use the T&A spreadsheet and shall clearly document and specify all work conducted under OT and penalty pay. Duties and time must be clearly and accurately documented as per the existing ship and MO policy and be approved prior to conducting the work.
- B. Premium pay management includes initiating, certifying the justification and approving the performance of premium pay work for the safe operation of the ship.

- C. Authorization of premium pay work may be delegated by the CO/Master to the CME. If the CO/Master determines the CME is not fulfilling their obligations, authorization may be withdrawn in writing at any time.
- D. Compensation for all work authorized in accordance with the provisions of this agreement by the CO/Master or their designee and performed by a Licensed Engine Officer shall not be denied.
- E. All types of premium pay work shall be assigned as equally as possible among qualified employees, as determined by management. This shall not apply to specialized work requiring specialized skills or to Licensed Engine Officers who do not make themselves available for overtime.
- F. A copy of the certified Time and Attendance will be provided to the CME within 3 days of being certified.
- G. The CME will provide the Employee the Time and Attendance Worksheet (TAW) at the beginning of each pay period. If the TAW is electronic such as an Excel Spreadsheet the original file must be maintained by the official timekeeper. A copy will be maintained on the vessel.
- H. Time and attendance submissions for licensed engine officers shall not be altered without a discussion between the parties and a corrected timesheet submitted by the first line supervisor or Commanding Officer. The first line supervisor shall receive a copy of the corrected timesheet at the time of submission.

### **SECTION 3 – TYPES AND APPLICATION OF PREMIUM PAY**

- A. The following kinds of compensation in addition to base pay may be paid when authorized in advance:
  1. Overtime Pay. A rate as specified in the 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 Wage Marine Pay Schedule payable for specific types of work applicable under certain working conditions or certain types of work performed. If work for which penalty pay is authorized is performed when overtime is in effect, the higher rate is applicable except where specifically noted in this agreement.
  3. Dirty Work Pay. A rate as specified in the Wage Marine Pay Schedule payable for certain undesirable work as described in Section 11 of this Article. 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.
  4. Dive Pay. A rate as specified in the Wage Marine Pay Schedules payable while on regular work hours. If assigned to perform diving duties while on overtime, the rate of pay will be the overtime rate plus the specified rate. Dive pay is applicable only when assigned to perform diving duties as specified in the NOAA Dive Manual for employees certified by NOAA's Diving Program.

- B. Additional compensation, when authorized in advance of the work being performed, is payable in addition to base pay during regular work hours.
- C. Additional compensation is not payable unless specifically authorized within this agreement
- D. No double overtime is payable under any conditions.
- E. If work for which penalty pay is specifically authorized under this agreement is performed when the employee is earning overtime, the higher rate shall apply except where specifically noted in this agreement.

#### **SECTION 4 – COMPUTATION OF PREMIUM PAY**

When Licensed Engine Officers are required to work during premium pay hours, a minimum of one (1) hour shall be paid. Additional time worked beyond any 60 minute period shall be paid in 60 minute increments. Premium pay ends, subject to the minimum, when the Licensed Engine Officer is secured or dismissed for the specific premium pay work (including time standing by).

#### **SECTION 5 – DISPUTED OVERTIME OR PREMIUM 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 denying the overtime or premium pay shall provide in writing within three (3) days of the denial the reason for the denial and provide a copy to the affected Licensed Engine Officer when the determination is made.
- B. If the Licensed Engine Officer is not satisfied with reasoning for the denial or non-payment, they may file a grievance IAW the grievance process in Article 8.

#### **SECTION 6 – AUDIT OF PREMIUM PAY EXPENDITURES**

Management has the responsibility of continuous audits of premium pay expenditures in order to prevent or correct abuses and/or maladministration and for coordinating the review of all premium pay expenditures.

#### **SECTION 7 – SIMULTANEOUS APPLICATION OF PREMIUM PAY (PYRAMIDING)**

- A. Pyramiding. Certain duties and/or working conditions are compensated by the simultaneous application of more than one premium rate. When applicable, the phrase “pyramiding is allowed for this section” will clearly be stated.
- B. When pyramiding is not allowed and two (2) or more work evolutions of different pay rates occur within the same 60 minutes, the Licensed Engine Officer will be paid as follows:
  - 1. For periods of premium pay work of 60 minutes or less, the Licensed Engine Officer will receive one hour at the highest applicable rate.
  - 2. For periods of premium pay work greater than 60 minutes, the Licensed Engine Officers will receive the highest applicable rate in one (1) hour increments.



3. Licensed Engine Officer(s)'s shall not receive more than one (1) hour of premium pay for 60 minutes or less of premium pay work.
4. No double overtime is payable under any conditions.

## **SECTION 8 – LICENSED ENGINE OFFICER OVERTIME AND PENALTY PAY**

### **A. Penalty Pay**

1. This agreement provides for the payment of penalty pay for certain types of work. In no instance shall penalty pay be permitted unless specifically authorized within this agreement.

### **B. Overtime**

1. In port, or on the day of arrival or departure, when a day working Licensed Engine Officer is required to work between midnight and 0800, overtime shall be paid for such hours and this time shall also count as part of their 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.
2. When day working Licensed Engine Officers are required at sea to work between the hours of midnight and 0800, overtime shall be paid for such hours and they shall still be required to turn to at 0800 for their regular day's work without additional compensation.

### **C. Licensed Engine Officers (Except Chief Engineers at sea) are authorized overtime for the following work performed:**

1. On Saturdays, Sundays, and holidays.
2. In excess of the first regularly assigned eight (8) hours of duty including time spent relieving for supper, except as otherwise provided in this instruction.

### **D. Chief Engineer Overtime Compensation**

1. Chief Engineers shall receive one (1) hour of overtime pay at the applicable rate in the schedule of wages for each day they are in a paid status or on approved paid leave. This is applicable at sea, in port, on paid leave (including sick leave), or in training.
2. At Sea. The Chief Engineer is expected to be on-call 24/7 without payment of additional compensation. Even if the Chief Engineer is required to perform work in excess of the one (1) hour minimum, the Chief Engineer shall only be compensated for the one (1) hour minimum. Chief Engineers assigned to day work schedule will not routinely be required to stand watch or duty.
3. In Port. The Chief Engineer is expected to be on-call 24/7 without payment of additional compensation. If the Chief Engineer is required to perform work in excess of the one (1) hour minimum, the first hour worked shall be charged as the Chief Engineer minimum and subsequent hours worked will be charged at the appropriate rate. The work performed is to be of a skill and responsibility level appropriate to the Chief Engineer's position and be of an immediate concern.

4. Day of Arrival or Departure. When a Chief Engineer works in excess of regularly scheduled eight (8) hours in one day, even though part of the work shall be performed at sea and part in port, the Chief Engineer shall be paid overtime for such hours of work in excess of regularly scheduled eight (8) hours. All hours worked on Saturdays, Sundays, and Holidays are payable at the prescribed overtime rate except when such duty is required for the safety of the ship, crew, or machinery. For purposes of agreement, a day is considered to be the 24 hour period from 0000-2400.

## **SECTION 9 – TEMPORARY PROMOTION**

- A. General. Temporary promotions of Licensed Engine Officers will be made in accordance with merit principles and OMAO Procedure – *Vessel Merit Assignment Program*. Temporary promotions will be made when there is a need for an employee to perform the full duties and responsibilities of a position during the 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. Temporary promotions will be considered by the Commanding Officer in consultation with the CME. When a vessel is in full operating status and a Licensed Engine Officer is assigned the full duties and assumes all responsibilities of a higher rated position for 14 days or longer, an SF-52 will be submitted and the temporary promotion shall be made at the beginning of the next pay period following receipt of the request to temporarily promote by the Workforce Management Office.
  1. This provision shall apply when any Assistant Engineer is assigned the full duties and responsibilities of a higher rated position. Engineer performance plans must have a clear category of higher rated duties and responsibilities.
  2. No additional compensation of any kind is authorized for Licensed Engine Officers temporarily promoted to Chief Marine Engineer (Day) while at sea except as authorized elsewhere in this agreement.
  3. A temporary promotion is not appropriate, when a vessel is not in full operating status (unless they are performing the full duties and responsibilities) or during periods of 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.
  4. For purposes of this Section, a vessel shall be considered in full operating status when it is funded and staffed for the purpose of meeting mission requirements in accordance with the Fleet Allocation Plan. Deactivated vessels and inactive vessels on which a reduction of permanent crew has been made, consistent with the necessary conditions of maintenance and crew requirements, do not meet the definition of full operational status.
  5. Temporary promotions will be made on a case by case basis on vessels that are in port for an extended period or vessels in a major repair period where a reduction of permanent crew has been made, consistent with the necessary conditions of maintenance and crew requirements authorized.
  6. The parties understand the term “promotion” to mean the change of an employee to a position with a higher rate of base pay than the employee’s current position.

7. Engineering Officers on temporary promotion, traveling between assignments of the same grade level, shall remain on their temporary promotion while on travel.
8. Engineering Officers on “Temporary Promotions not to exceed 1 year,” may remain on their temporary promotions while on leave and in training. However, if an employee goes on leave prior to the end of their temporary promotion and it is anticipated they will not be returning to their temporary promotion, they will be changed back to their permanent rating.

B. Waiver of Requirements. Normally, only employees who meet the qualification standards for the higher level position may be promoted. In extenuating circumstances, licensing and experience requirements may be waived by the respective Marine Operations Center (MOC) Commanding Officer (CO) with the endorsement of the CME in accordance with the provisions of Chapter I, Section IV of the Wage Marine Qualifications Standards Handbook. Where a waiver is issued that would span more than one project, a new waiver is required at the commencement of each project. The sum of all periods of temporary promotion(s) from the same position where a waiver(s) has been issued may not exceed 1 year.

Exception: No Licensed Engineering Officers may be temporarily promoted to the position of Chief Engineer on a waiver.

C. Start Date of Temporary Promotion. 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 a temporary promotion of less than a full pay period (14 calendar days).

1. Recognizing that the Employer may not be able to start an employee’s temporary promotion on the same day the employee actually assumes the higher rated duties, the following procedure is agreed upon:
2. The effective date of the promotion will be made within 30 days of the date the employee actually assumed the full duties of the higher rated position.

D. Informing Employees. Employees temporarily promoted with the concurrence of the Command and the CME 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 to the employee in writing prior to the effective date of the temporary promotion. It will be the responsibility of the Ship’s management team to communicate fully the duties and responsibilities with the employee prior to submission of any request for temporary promotion.

E. Ending Temporary Promotions. Unless extended by the Command with concurrence of the CME, 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 their regular position unless terminated earlier based on the needs of the agency.

F. Performing Higher Level Duties Less than 14 Days.

1. When a Licensed Engineer Officer 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 (Monday thru Friday).

2. During overtime hours, the overtime rate for the Engineer's position of record shall be paid.
3. This provision shall apply when any Assistant Engineer is assigned the full duties and responsibilities of a higher rated position. Engineer performance plans must have a clear category of higher rated duties and responsibilities.

## **SECTION 10 – PENALTY PAY FOR LINENS**

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

## **SECTION 11 – DIRTY WORK**

### **A. ENCLOSED SPACES**

1. When Licensed Engine Officers are required to enter the spaces below, they shall be paid the applicable rate.
  - a. Boilers
  - b. Condensers (including cleaning hot wells)
  - c. Engine air manifolds
  - d. Engine lube oil sumps
  - e. Air receivers and plenums
  - f. Any similar enclosed space to actively supervise or inspect the cleaning of the enclosed space or to perform cleaning or repair work. "Actively supervise or inspect," as contained in this provision, means that the Licensed Engine Officer is required to enter the space to supervise or inspect, not merely stand outside and look in.
2. Applicable Rates. When Licensed Engine Officers are assigned to perform the work described above they shall receive the following, in addition to their base pay:
  - a. Straight Time Hours: Penalty Rate
  - b. Overtime Hours: Dirty Work Rate

### **B. WORK BELOW DECK PLATES/BILGES**

1. When Licensed Engine Officers are required to work below deck plates or enter bilges to actively supervise or inspect the cleaning of the enclosed space, or to perform repair work, they shall be paid the applicable rate. "Actively supervise or inspect," as contained in this provision, means that the Engineering Officer is required to enter the space to supervise or inspect, not merely stand outside and look in.
  - a. Exceptions
    - (1) When Licensed Engine Officers are assigned to overhaul machinery, pumps, etc., on the tank tops, or in wells in tank tops where floor plates or grills are beside the equipment, no additional compensation is authorized.

(2) When Licensed Engine Officers are assigned to operational work such as turning a valve on pumps located on tank tops immediately below the floor plates, no additional compensation is authorized.

2. Applicable Rates
  - a. Straight Time Hours: Penalty Rate
  - b. Overtime Hours: Overtime Rate

C. SEWAGE

1. Licensed Engine Officers assigned to perform work which causes contact with black water sewage or the dirty side of the Contaminated Holding Tank (CHT) or Marine Sanitation Device (MSD) shall be compensated at the applicable rate. This includes when a Licensed Engine Officer is sent to the pier or barge to connect or disconnect sewage hoses, but shall not include connecting or disconnecting sewage hoses aboard the ship. This shall not be construed to be applicable to any other form of "waste disposal unit" other than for handling sewage.
2. Applicable Rates
  - a. Straight Time Hours: Penalty Rate
  - b. Overtime Hours: Overtime Rate

**SECTION 12 – COMPENSATORY TIME**

A. COMPENSATORY TIME

1. Electing. Any Licensed Engine Officer may elect compensatory time in lieu of overtime during a specified period and in lieu thereof, accrue hour for hour compensatory time. Election is voluntary. The Licensed Engine Officer will notify their department head of the intent to elect compensatory time in lieu of overtime pay prior to the commencement of the work. This request shall be submitted to the department head on their certified time sheet. The Licensed Engine Officer may request that all or part of overtime pay hours be credited as compensatory time.
2. Compensatory time may be accumulated and be taken when not in conflict with operating necessities. To avoid accumulating a large amount of compensatory time, Licensed Engine Officers should take compensatory time off as soon as possible after earned.
3. When requesting time off, Licensed Engine Officers with a compensatory time balance of 80 hours or more, must use compensatory time before using other accrued leave (shore and annual). An exception shall be granted for Licensed Engine Officers in a use or lose situation three pay periods prior to the end of the leave year. Additionally, time off awards and compensatory time for travel earned may be used before compensatory time.
4. 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.
5. There is no limit to the amount of Compensatory Time that an employee may earn.

**B. COMPENSATORY TIME OFF FOR TRAVEL**

1. Compensatory time off for travel is earned by an employee for time spent in a travel status away from the employee's official duty station when such time is not otherwise compensable. For specific rules governing comp time for travel accrual and use reference OMAO Procedure 1202-02 - *Compensatory Time Off for Wage Marine Employees*.
2. Licensed Engine Officers shall not be required to travel in an official duty status without the issuance and receipt of travel orders prior to the travel taking place.

**SECTION 13 – PREMIUM PAY FOR HOLIDAYS**

- A. The overtime rate of pay as described in the Wage Marine Pay Schedule shall be paid to Licensed Engine Officers who perform their regular watch work at sea on any of the Federal holidays as stated in Article 9, Section 8.C.
- B. The overtime rate of pay shall be paid Licensed Engine 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.

**SECTION 14 – CALL OUTS**

- A. When Licensed Engine Officers are required to report for mandatory work outside of their normal work hours, they shall be compensated at the Licensed Engine Officer's applicable overtime rate for the 30 minutes prior to the required reporting time. This 30 minute callout period will be included in all premium pay calculations, provided the Licensed Engine Officer reports for duty, ready for work, by the required reporting time. If the Licensed Engine Officer reports after the required reporting time, all premium pay calculations will commence from the time the Licensed Engine Officer actually reported for duty.

**B. Exceptions**

1. The 30 minute call out period does not apply to Watch standers during their scheduled hours of work on Saturdays, Sundays and holidays.
2. In Port and at Sea, when day workers are required to report to work outside of scheduled hours on Saturdays, Sundays, or Holidays for mandatory overtime, the 30 minute call out provision will not apply, provided the Engineering Officers were notified by 1700 on the preceding straight time day.
3. When day-working Licensed Engine Officers perform approved voluntary work or participate in drills after the 1700 meal hour and before 2000, the 30 minute callout period is not applicable. In this case, overtime pay is computed from the time the licensed engineer is required to report for duty.
4. In Port or at Sea, when the Duty Engineer is responding to an unattended engine room alarm or is performing a regular Unattended Engine Room round, the 30 minute call out provision does not apply.
5. The 30 minute call out period does not apply to Chief Marine Engineers paid at the day-worker rate at sea.

## **SECTION 15 – CONTINUOUS OVERTIME**

- A. When working overtime and Licensed Engineering Officers are knocked off for 2 hours or less, the overtime rate 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.
- B. Exception. When Licensed Engineering Officers' regularly scheduled work is being compensated at the overtime rate of pay (e.g. Saturdays, Sundays and holidays) such period(s) shall not be considered an overtime period for the purposes of this section.

## **SECTION 16 – TEMPORARY ASSIGNMENT OF PERMANENTLY ASSIGNED LICENSED ENGINE OFFICERS**

- A. All efforts will be made to fill operational shortfalls by first using the Relief Pool. If relief is not available, volunteers will be solicited from available ship personnel. Only when no personnel are available will management direct a Licensed Engine Officer from their permanently assigned ship to another ship on a temporary basis. When Licensed Engine officers permanently assigned to a ship are detailed under this provision, an 8 hour per day time off award, up to 40 hours, will be awarded by Marine Operations per detail. Engineers permanently assigned to a ship in a yard period greater than 75 days are not guaranteed the time off award under this provision.
- B. Management shall make every effort to grant the Licensed Engine Officer the opportunity to use said time off award at a time convenient to the employee and within the 1 year expiration period.
- C. If the Licensed Engine Officer reaches the 80 hour annual cap for time off awards, any additional details shall be awarded by Marine Operations via an incentive award in the amount of \$50.00/day up to \$500 per detail, contingent on award funding availability.

# ARTICLE 10 – QUALITY OF LIFE

## SECTION 1 – QUALITY OF LIFE & QUARTERS

### A. LICENSED ENGINE OFFICER QUARTERS:

1. It is management's intent that Licensed Engine Officers will not be assigned a roommate. Management is making modifications on existing vessels to ensure single occupancy staterooms for Licensed Engine Officers.
2. In the event a Licensed Engine Officer is assigned a roommate or otherwise not afforded a single occupancy stateroom, they shall be compensated 2 hours of penalty pay for each day they have a roommate in port and at sea.
3. In addition, Management will make every effort to ensure:
  - a. Licensed Engine Officers do not share staterooms with unlicensed crew members.
  - b. Licensed Engine Officers assigned to ships having ACCU or ACCU equivalent rating that are part of the EOOD (Duty Engineer) rotation will have a single occupancy stateroom, based upon ship configuration.
  - c. Licensed Engine Officer Staterooms having engine room monitoring, control panels or camera system controls are not subject to permanent reassignment outside of the Engineering Department.
4. Licensed Engine Officers on official travel orders shall not be housed aboard other vessels. All off vessel lodging for Licensed Engine Officers shall be single occupancy accommodations.
5. Management reserves the right to assign vacant berthing to other personnel as required. The affected Licensed Engine Officers shall be provided 2 hours during normal work hours for preparing the assigned stateroom to be occupied and 2 hours during normal work hours for returning the stateroom to its original state.

### B. QUARTERS FOR LICENSED OFFICERS ON EXISTING AND NEW VESSELS SHALL BE EQUIPPED WITH THE FOLLOWING WHEN SPACE AND FUNDING ALLOW:

1. Desktop computer with ships LAN and Internet access
2. TV minimum 20" with connection to ships entertainment system and satellite TV if available
3. Mini refrigerator
4. Desk, chair, bookshelf, reading light, medicine cabinet, mirror and a minimum bed size of Twin

### C. QUALITY OF LIFE:

1. Licensed Engine Officer Dedicated Parking



- a. When dedicated parking spaces are made available to a vessel, the Commanding Officer and Chief Engineer at a minimum shall be assigned parking. If additional parking is available, the XO and the 1<sup>st</sup> Assistant Engineer shall each be assigned parking. CO parking shall take precedence.
- b. If NOAA provided signs are posted they shall be identical for all (except for title). Precedence will be CO, Chief Engineer, XO, and First Assistant Engineer.

2. Access to Public Spaces, Heads and Areas

When the vessel is habitable, all public spaces shall remain accessible to Licensed Engine Officers when practicable.

3. Shipyard:

- a. Living aboard a vessel while in the shipyard environment is to be avoided as it is often hazardous, nasty and loud. Living in such an environment for even a short period of time creates an undue hardship on the Employees.
- b. When a ship goes into dry-dock and the Licensed Engine Officers are required to work to the point of closing down the plant at which time there is no available hot water to clean up, shipyard facilities will be provided for this purpose.

D. HABITABILITY

1. Room Allowance Rates:

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

The lodging allowance may be reimbursed up to the General Services Administration (GSA) Lodging Rate for the locality if receipts are submitted. Payment for such accommodations shall be made via the ships imprest fund.

- b. AT SEA: 1 hour penalty pay per day  
Chief Engineers are eligible for habitability compensation while at sea.

2. Room Allowance, as provided above, shall be allowed when Licensed Engine Officers have notified their Chief Engineer and the Chief Engineer has notified the Commanding Officer that any one or a combination of the following conditions exist, in port or at sea, and it is impossible for Management to correct the problem in a timely manner (4 hours or as noted below) and/or arrange for other comparable facilities:

- a. Heat and/or air conditioning is not furnished.
- b. When potable water (hot or cold) is not provided for a period of 12 or more consecutive hours.
- c. When a working toilet, shower and sanitary drainage are not furnished.
- d. When Licensed Engine Officer's quarters have been painted, and the paint is not absolutely dry, and other suitable quarters are not furnished aboard.

- e. At all times when the vessel is in dry dock overnight, unless the ship is fully habitable with all facilities, including heat, air conditioning, lights, hot and cold running water, shower and sanitary facilities (working toilets and sanitary drainage). Portable toilets do not meet the requirements for sanitary facilities.
- f. 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.
- g. 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 or noxious fumes are present that disrupts the employee's ability to rest for more than three (3) hours.
- h. A temporary breakdown for minor repairs of less than three (3) hours duration shall not subject management to any lodging penalties.
- i. 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.)
- j. When a vessel is in port and declared uninhabitable, no employee will be allowed to live on board.
- k. Exclusions: Regardless of the Licensed Engine Officer's status as stated above, room allowance is not payable if any of the following apply:
  - (1) On approved leave, absent without leave, or absent from the ship in an off-duty status.
  - (2) Absent from duty for disciplinary reasons (except employees on ships in foreign ports).
  - (3) Receiving benefits under the Federal Employees Compensation Act, as amended.
  - (4) 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.
  - (5) On official travel status covered by Federal Travel Regulations.
  - (6) 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.
  - (7) The Employer has made other arrangements for lodging.

## **SECTION 2 – ROOM AND MEAL ALLOWANCES (COMSUBS)**

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

1. In lieu of breakfast \$6.00
2. In lieu of dinner \$12.00
3. In lieu of supper \$20.00
4. Room allowance \$40.00

B. Certain ports qualify for an adjustment to these rates. A location qualifies if it is listed in the following:

1. For the continental United States (CONUS) Locations at the GSA Meals and Incidental Expenses (M&IE) table at the \$71.00 rate or higher for CONUS locations. This table can be found at [www.gsa.gov/portal/category/100120](http://www.gsa.gov/portal/category/100120)
2. For Alaska, Hawaii, US Territories and Possessions at the \$71.00 rate or higher under the “local meals” column of the Department of Defense (DOD) Per Diem rates (from the “OUTSIDE CONUS, Non-Foreign Overseas and Foreign” query calculator) at this link <http://www.defensetravel.dod.mil/site/perdiemCalc.cfm>
3. For foreign locations via the US Department of State at the \$71.00 rate or higher of the M&IE rate column of the foreign per diem table at <http://aoprals.state.gov/web920/per diem.asp>

Any location that has a per diem rate of \$71.00 or higher qualifies for this provision at the applicable rate. CONUS meal breakdown rates can be found at <http://www.gsa.gov/portal/content/101518>. OCONUS meal breakdown rates are at <http://www.defensetravel.dod.mil/site/perdiemCalc.cfm>

Under this provision, when COMSUBS are authorized, a Licensed Engine Officer can opt to receive the standard COMSUB rate or provide a receipt for the meal and non-alcoholic beverages. With a receipt, the Licensed Engineer Officer will be reimbursed up to the applicable rate specified in the Federal Travel Regulations (FTR) for that location for the applicable meal.

For example, at the \$71.00 CONUS rate this is broken down to:

- \$12.00 for Breakfast
- \$18.00 for Lunch
- \$36.00 for Dinner

Note that the remainder five dollars (\$5.00) is the “incidental expenses” under travel regulations and is not included in this provision.

- 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 except as provided in E.
- 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 was quartered aboard the night before is entitled to commuted subsistence for dinner that night and breakfast the next morning provided those meals were not served and the employee was available to take advantage of the meals.
- G. A public space location shall be provided for Licensed Engine Officers to self-certify reimbursable meals. When Licensed Engine Officers 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 the

Government provided meals and or quarters, they shall be entitled to commuted subsistence allowances or to rooms and/or meals. Licensed Engine Officers are not required to muster at meal time to be eligible for COMSUBS.

- H. It is the intent of management to pay COMSUBS at least every two weeks to all Licensed Engine Officers subject to the availability of imprest funds.
- I. If it is perceived that COMSUBS were not paid in accordance with this article, Licensed Engine Officers should follow the grievance procedure as outlined in Article 8.
- J. Meal allowance will not be provided to employees who are:
  - 1. On approved leave, absent without leave or absent from the ship in an off duty status.
  - 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 did not sleep aboard the previous night. 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. During periods of training, 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. 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 or to prepare for deactivation/disposal.
  - 6. In an official travel status covered by Government travel regulations.
  - 7. 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.
  - 8. The Employer has made other arrangements for food and/or lodging such as serving meals on another vessel.
- K. Management can opt for fleet messing in accordance with the OMAO Procedure 0102-13 - *Ship Mess Operations*. Management agrees the following conditions will be met:
  - 1. Fleet Messing Administration
    - a. Menus and specific meal schedules will be sent via email to all hands and posted on all vessels involved with messing at the beginning of each week for the entire week. Normally 3 days advance notice will be provided prior to the commencement of fleet messing.
    - b. The command of the ships involved in fleet messing will provide any dietary or special meal requests to the ship preparing meals 3 days in advance of menu creation.

- c. Ships participating in fleet messing including the serving ship shall be within 300 yards walking distance of each other and located at the same facility.
- d. In cases of severe or inclement weather, at the discretion of the Commanding Officer, COMSUBS will be paid or meals served aboard the assigned vessel for that meal.
- e. In cases where the Licensed Engine Officer cannot leave the vessel, the CME shall ensure proper relief is provided for meal relief.

## 2. Implementation Of Fleet Messing

- a. Sufficient seating, dinnerware, utensils and cups will be available for the duration of the meal time.
- b. It is agreed by the parties that the meals provided during fleet messing will be of the highest quality using fresh ingredients and of sufficient quantity. The use of deep frying and food service prepared meats and dishes shall be minimized.
- c. It is management's intent to adhere to the provisions of the SIU CBA governing messrooms and food service for the duration of the meal time.
- d. Should any of the conditions under Section K not be met and not be resolved at the time of the meal, the affected Licensed Engine Officer(s) may be eligible to receive payment of COMSUBS for that meal. Licensed Engine Officers shall notify their 1st line supervisor (CME), if the situation cannot be resolved during the meal period. The first line supervisor will validate the claim and recommend to the CO the payment of COMSUBS under this section.
- e. The primary purpose and intent of this clause is to maintain the high standards for the fleet messing program and address problems at the time of the meal. The intent of this section shall not be abused by either party.

## **SECTION 3 – MESSROOMS AND FOOD SERVICE**

- A. Messrooms shall remain open and available to Licensed Engine Officers use at all times unless closed for routine cleaning or maintenance. In port and during repair periods, unless the messroom is undergoing repairs or maintenance, disposable plates, cups, bowls, napkins and utensils shall be provided. Licensed Engine Officers are authorized to use mess deck equipment including microwave, refrigerator and toaster to prepare meals purchased or for reheating meals. When on COMSUBS Licensed Engine Officers are authorized, if available, access to coffee, tea, milk and juice onboard but they are not required to be provided.
- B. The ship's nutrition committee shall have one Licensed Engine Officer Representative. The ship's nutrition committee will meet at least once per quarter. By mutual agreement between management and the ship's nutrition committee, menus may be varied to ensure that each meal has healthy food choice options available and to ensure sufficient variety in the menu cycle. 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. The recommendations of the ship's nutrition committee shall be presented to the CO in writing, and if accepted in whole or part by the CO, those recommendations shall be instituted no later than 30 days after receipt by the CO unless delayed by vessel operations.

- C. Engineering Officers having special dietary needs or food allergies shall inform the Chief Engineer who will work with the Commanding Officer to ensure those needs are addressed and accommodated if possible.
- D. Menus will be posted in a public space location at the beginning of each week; if partial or no meals are being served the menu shall indicate meals for which COMSUBS will be paid. Menu's shall have the date and signature of the ship's XO.
- E. Licensed Engine Officers are eligible to file a grievance when the provisions of the SIU Food Service Section are not being met.

# ARTICLE 11 - HOURS OF WORK

## SECTION 1 – HOURS OF WORK

### A. ASSIGNMENT TO HOURS OF WORK

1. The CO/Master will determine the specific hours of work to be assigned to Wage Mariners. Such hours of work shall conform to the rating and duties required of the rating of the employees concerned. Any change or substitution of assigned hours of work will be subject to the prior approval by the CO/Master.
  - a. Hours of Work. The standard work week shall be forty (40) hours Monday thru Friday, and the regular working day shall be eight (8) hours per day. A day shall be reckoned from midnight to midnight. Overtime is payable only for work in excess of eight hours unless otherwise provided for in this agreement. Licensed Engine Officer(s) standing regular sea watches shall be paid overtime at the applicable rate for Saturday, Sunday and holiday watches and for all work in excess of eight (8) hours between midnight and midnight each day.
  - b. Dayworker. At sea or in port, Licensed Engine Officer(s) not assigned to a watch, are assigned to work during eight (8) hours of duty between 0800 and 1700, Monday through Friday. Normally, the hours of work shall be 0800-1200 and 1300-1700. These times can be adjusted by the Chief Engineering Officer with the prior approval of the CO/Master between 0600 and 1800 as required to complete operational requirements.
  - c. Attended Engine Room (Watch). Licensed Engine Officers standing watches on a vessel with an attended engine room generally work 4 hours on duty and 8 hours off duty at sea and 8 hours on duty followed by 16 hours off duty in port.
    - (1) At Sea. Normally, watches will be:  
0000-0400, 1200-1600  
0400-0800, 1600-2000  
0800-1200, 2000-2400
    - (2) In Port. Normally, watches will be:  
0000-0800  
0800-1600  
1600-2400
    - (3) It is customary to commence watch turnover 15 minutes prior to the watch without the payment of additional compensation.

## SECTION 2 – LICENSED ENGINE OFFICERS ON WATCH OR DUTY

### A. ADMINISTRATION:

1. As part of management, the Commanding Officer and Chief Engineer are tasked with ensuring safe and efficient operations. The Chief Engineer is responsible for the management and safety of the Engineering Department personnel and machinery on the vessel at all times. This includes

both alongside and underway. The CME will make assignments to the watch bill according to mission and ship requirements and ensure the ability to respond in an emergency. If CME is on approved leave or unavailable, the CME will delegate these assigned duties to a qualified replacement.

2. The Chief Engineer will ensure individuals are qualified and possess the necessary knowledge, skills and abilities to perform as the EOOD/EOOW on their particular vessel.
3. Definition EOOD – Engineering Officer of the Day (Duty Engineer), on day working vessels, assigned to respond to alarms emanating from the remote engine room alarm system while the ship is being operated in an unattended engine room mode (on line or on shore power). The Duty Engineering Officer is normally assigned for a 24 hour period (0800-0759).
4. Definition EOOW – Engineering Officer of the Watch, on watch standing vessels when the plant is in or out of commission (on line or on shore power). A watch standing position. The EOOW stands watches normally in 4 or 8 hour periods.
5. At the discretion of the Chief Engineer, stand by duty shall be rotated through all the officers to ensure equity and fairness. The Chief Engineer or their designee is responsible for posting the EOOD/EOOW schedule in a timely manner.
6. The EOOD/EOOW shall not be responsible for more than one full operational status vessel. The EOOD/EOOW may be responsible for more than one reduced operational status vessel. For example, when two ships are in ROS together with no plant operations.

B. AT SEA:

1. Attended Engine Room (Watch standing)

EOOWs stand watch, normally 4 or 8 hour increments. Overtime is earned for hours worked beyond 8 regular hours during weekdays, and for any hours worked on weekends and holidays. (as per Section 1 of this Article.)

2. Unattended Engine Room (Day Working - ships operating with ACCU or ACCU equivalent rating)

- a. The Engineering Officer of the Day (EOOD) is on duty in 24 hour shifts 0800-0759. The EOOD is not a watch stander. They have a day working schedule of 8 compensable hours between 0600-1800 and are responsible for the daily operation of the plant, for routine operational maintenance in the Engine Room, and for completing assigned rounds including one round after normal working hours. The EOOD is responsible for responding to any plant alarms or trouble calls overnight. Compensation will be as follows:

- (1) 1 hour Overtime for the midnight round.
- (2) Overtime for repairs beyond what triggered the alarm or work in excess of normal 8 hours.

If an EOOD is required to perform additional maintenance or repairs beyond those required to correct the condition that caused the alarm, overtime is payable. Additional members of the engine department will be called out as needed.



C. IN PORT, PLANT ON LINE (ON SHIP'S POWER):

1. Attended Engine Room (watch): When the ship's plant remains online, watches will be maintained in accordance with good engineering practice. Overtime in United States Ports and Territories 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 for the 24 hours prior to the termination of port time. This does not apply to survey vessels alongside or in port exclusively to perform survey work utilizing launches.

The period of time will reset each time a ship makes departure however not when shifting ship.

2. Unattended Engine Room: The Engineering Officer of the Day (EOD) is on duty in 24 hour shifts 0800-0759. The EOD is not a watch stander and has a day working schedule of 8 compensable hours between 0600 and 1800 and are responsible for the daily operation of the plant, for routine operational maintenance in the Engine Room and for completing assigned rounds including one round after normal working hours. The EOD is responsible for responding to any plant alarms or trouble calls overnight.

Compensation will be as follows:

- a. Overtime for work performed in excess of normal 8 hours.
- b. 8 hours of penalty rate for standby duty between the hours of 1700-0800 including weekends and holidays.
- c. One hour of Overtime for the midnight round.

D. IN PORT, ON SHORE POWER

1. The initial call for any concerns or alarms will be to the Chief Engineer. If necessary, the Chief Engineer will then call back Licensed Engine Officers as required to assist or respond to an emergency. The CME will be provided a smart phone for this purpose. If the CME is on approved leave, CME will delegate the responsibility to another engineer in their absence.
2. Licensed Engine Officers will be compensated per the call back provisions in Section E below.
3. In rare instances, it may be deemed necessary or prudent to have an EOD on the vessel even while on shore power. This should be the exception rather than the rule, and will be a decision by the CO after discussion with the CME. Examples of reasons an EOD may be needed include: ship hotel services (sewage, HVAC) behaving erratically, excessive alarms, unproven shore power, etc.
  - a. Compensation will be as follows:
    - (1) Overtime for work performed in excess of normal 8 hours.
    - (2) 8 hours of penalty pay for standby duty aboard ship between the hours of 1700-0800 including weekends and holidays.
    - (3) One hour of Overtime for the midnight round.

- b. When meals are not being served aboard, the EOOD will be afforded the opportunity to depart the vessel for an unpaid meal hour, as operational conditions permit, but must remain within 30 minutes of the vessel.

E. CALL BACKS

1. When the vessel is in port and the Licensed Engine Officers are called back after 1700 and before 0800 Monday thru Friday a minimum of 2 hours of overtime shall be paid for each call. When a vessel is in port and the licensed Engine Officers are called back on Saturdays, Sundays or holidays, a minimum of 4 hours of overtime shall be paid for each call, if required to be available for duty.
2. When a Licensed Engine Officer 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 or when advised of an emergency condition in the engine room, the Licensed Engine Officer 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 Licensed Engine Officer reports for duty a minimum of 8 hours of overtime shall be allowed if the engineer reported prior to 0800. If reporting occurs between 0800 and 1700, the Licensed Engine Officer will at a minimum be allowed to work from the time of reporting until 1700.

# ARTICLE 12 – WORKING RULES

## SECTION 1 – GENERAL WORKING RULES

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 shall notify the Union in accordance with the provisions of 5 USC Chapter 71.

## SECTION 2 – JURISDICTION

Duties. Licensed Engine Officers shall normally be assigned to perform the necessary and customary duties of licensed engineers. The Chief Engineer or Engineer in Charge shall ensure that work assignments are carried out by appropriate department personnel and are in compliance with applicable shipboard collective bargaining agreements. 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.

- A. The parties agree that Licensed Engine Officers shall not be assigned the following duties as it is industry practice to assign these duties to unlicensed personnel:
1. Removing trash from engineering work spaces.
  2. Painting, chipping, scaling, cleaning grease extractor, polishing bright work, wire brushing or performing any clean-up work in the Engine Department. It is expected Licensed Engine Officers shall be responsible for cleaning-up behind themselves as part of the completion of assigned tasks and without the payment of penalty pay.
  3. Handling mooring lines
  4. Operation of crane and forklift for non-engineering duties

Exception: If no unlicensed Engine (or Deck Department in the case of handling mooring lines or operating cranes/forklifts) personnel are available and the work is determined to be mission essential, the CME or their designee may authorize a licensed engineer to complete the work. If duties are performed under this exception, premium pay is paid at the applicable rate. If work is performed without supervisory authorization, no premium pay will be paid.

- B. Emergency duties or other duties related to the safety of the crew, vessel, or other vessels may be assigned at any time without additional compensation.
- C. The work traditionally assigned to Assistant Engineer ratings or between watch stander and non-watch stander, as the case may be, shall not be reassigned to another rating (licensed or unlicensed) or between watch stander and non-watch stander by the Chief Engineer except under specific circumstances justifying same.

This shall include the operation, maintenance and repair of all computer systems and related equipment which are part of the monitoring, propulsion and auxiliary systems.

Exclusion: Navigational equipment and external communication devices which are not part of the above equipment, unless otherwise specifically provided for in any agreement between NOAA and the Union.

### **SECTION 3 – NORMAL WORK OF LICENSED ENGINE OFFICERS**

- A. It shall be the normal practice to assign Licensed Engine Officers to perform the customary and recognized duties of Licensed Engine Officers. If a Licensed Engine Officer is assigned work not normally performed by the Licensed Engine Officers, the established penalty time rate shall be paid during regular hours and the overtime rate shall be paid during overtime hours in accordance with Article 12 section 2.
- B. Normal work of Licensed Engine Officers does not include:
  - 1. 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 engineering personnel;
  - 2. The repiping of a vessel normally performed by a contractor; or
  - 3. 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.
- C. 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 them away from the Certified Engine room Controls.
- D. 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 4 – EMERGENCY DUTIES, DRILLS, INSPECTIONS AND MEETINGS**

- A. Station Bill. Each employee shall be furnished a station billet card showing their 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.
- B. Emergency Duties. Any work necessary for the safety of the ship, passengers, crew or cargo, or for the saving of other ships in jeopardy and the lives therein, shall be performed at any time and such work shall not be considered overtime. Once emergency conditions have been rectified, any subsequent work shall be paid at the applicable rate.
- C. Drills.

1. Fire, life boat or other emergency drills shall be held between 0800 and 1700 Monday through Friday without the payment of overtime or penalty time. The Master/CO will make every effort to conduct drills during these hours. Payment of overtime at the applicable overtime rate is authorized for off watch/off duty Engineering Officers required to attend any drill in excess of or in addition to:

Fire and Emergency – One per week  
Abandon Ship – One per week  
Steering Casualty Drill – One per month  
Man Overboard – One per month  
Rescue Boat – One per month  
Line Throwing Apparatus – One per quarter (3 months)  
Oil/Hazmat Spill – One per quarter (3 months)  
Security Drill (if required) – One per quarter (3 months)

2. Fire, lifeboat or other drills which are required on days of departure, required by the United States Coast Guard (USCG) or the American Bureau of Shipping (ABS) may be held on Saturdays, Sundays, and holidays or between 1700 and 0800, Monday through Friday, and shall not be subject to the payment of overtime.
3. All other drills authorized by the Master/CO, which are held on Saturdays, Sundays, holidays or between 1700 and 0800 Monday through Friday shall be subject to the payment of overtime to off-watch/off-duty Engineering Officers and shall be paid at the applicable overtime rate.
4. If a debriefing session is required as part of a drill, it shall be normally kept to a minimum of time and shall not last more than 30 minutes.
5. Safety stand downs or other additional training sessions shall not be considered drills.
6. In Port. When watches have been broken, Engineering Officers coming off watch shall not be required to turn to for drills unless they have been given six hours off duty prior to the drill, unless the drill is required by the USCG or the ABS. Masters/CO's will use the utmost prudence and discretion in requiring off watch personnel to attend routine in port drills by providing a sufficient rest period prior to commencement of drills.

- D. Inspections and Meetings. Routine inspections of work or berthing areas which require an Engineering Officers presence will be conducted during the Engineering Officers regular duty hours. If off-duty Engineering Officers are required to attend inspections or meetings, they will be compensated at the applicable overtime rate.

## **SECTION 5 – SAFE WORKING CONDITIONS**

- A. In accordance with and as permitted by applicable regulations, the Employer shall furnish Personal Protective Equipment (PPE) in accordance with the provisions of OMAO Procedure 1701-07 Personal Protective Equipment to include safety hats, eye and face protection, hand protection, respiratory protection, and firefighting protective clothing. The procedure provides for training in the selection, use, inspection and care of PPE. Requirements for Personal Flotation devices, Respiratory Protection, Fall Protection, and Hearing Protection are included in OMAO Procedures 1701-13, 1701-07, 1701-05 and 1701-04 respectively.

- B. The Employer agrees to provide appropriate protective clothing to assure safety when working with corrosives, acids and other toxic chemicals. 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 their 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.
- G. Survival suits shall be placed aboard the Agency's vessels pursuant to U.S. Coast Guard regulations.

## **SECTION 6 – GANGWAY, PORT SECURITY AND ANCHOR WATCHES**

- A. Management takes the safety and welfare of our employees and vessels very seriously. When the Commanding Officer or designee deems necessary (e.g., in foreign ports, increased MARSEC level, etc.), additional personnel will be assigned or contracted for vessel security.
- B. It has not been the practice of NOAA to use Licensed Engine Officers for the standing of in-port security watches. In-port security watches are routinely assigned to unlicensed personnel.
- C. Licensed Engine Officers shall not be assigned the duties of security and anchor watches.

## **SECTION 7 – WORK CLOTHING/UNIFORMS**

There is no required uniform for Licensed Engine Officers onboard NOAA ships, however, the parties recognize the important role that a 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. If a uniform is worn it shall be clean and professionally worn as per industry standard. If military rank is worn, it will be worn appropriately. The collar device will be worn on wearer's left, miniature rank device on right; centered between top and bottom edges and one inch from inside edge of collar. A nametag, if worn, shall be on wearer's right, above the pocket.

If a uniform is not worn, normal shipboard wear shall include long pants and a shirt (or coveralls) and shoes/boots.

## SECTION 8 – UNBROKEN HOUR FOR MEAL AND REST

A. All Licensed Engine Officer(s) will be allowed a full unbroken hour off-duty for meals and rest. If a full hour for meals and rest cannot be provided due to operational requirements, Licensed Engine Officers will be paid a penalty meal hour. This provision also applies to Licensed Engine Officers standing watch while working mandatory overtime outside of their normal watch hours.

1. It shall be a rare event and not be the normal practice that an employee is not provided the full hour for meal and rest.
2. A penalty meal hour means that one hour of penalty pay is payable during the hour for which the licensed engineer is not provided the full unbroken hour for meal and rest.
3. When on approved overtime during the meal hour, time worked during that hour is paid at the overtime rate.

B. Pyramiding is permitted under this section

C. Normally, the unbroken hour for Licensed Engine Officers schedule shall be:

Breakfast 0700–0800  
Lunch 1200–1300  
Supper 1700–1800

D. Normally, the meal serving hours aboard ship shall be:

Breakfast 0730–0830  
Lunch 1130–1230  
Supper 1700–1800

E. With a minimum notice of two (2) hours prior to the normal meal hour, the meal serving time and/or the unbroken hour off-duty for rest may be varied to accommodate ship operations. Such variations should not exceed one hour either way. Every effort will be made to allow Licensed Engine Officers their full unbroken hour-off duty.

Every effort shall be made to ensure that meals 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 Licensed Engine Officers is late not due to their own fault. Licensed Engine Officers shall be provided the opportunity to eat during the serving hours.

F. Exceptions:

1. Licensed Engine Officers working voluntary overtime shall not receive a penalty meal payment.
2. The Commanding Officer, or designee, may, at their discretion with reasonable notice, reduce the lunch break for all hands to one-half hour with resultant half-hour earlier “knock-off” time if deemed to be in the best interest of the Government. No penalty meal hour will accrue in this case.

## SECTION 9 – COFFEE TIME

Two fifteen (15) minutes coffee-time/relief breaks shall be provided to each Licensed Engine Officer 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. If a coffee break cannot be provided because of operational necessity including safe navigation of the vessel, additional compensation is not authorized.

## **SECTION 10 – SUPPER RELIEF**

- A. 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 of work.
- B. On ships carrying three Assistant Engineers, the present practice with respect to sea watches and relief for supper shall be continued.
- C. On ships carrying four or more Assistant Engineers on which there is one non-watchstanding Assistant Engineer, the non-watchstanding 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.

## **SECTION 11 – NIGHT LUNCH**

If a Licensed Engine Officer is working more than four continuous hours between 1800 and 0300, in port or at sea, they will be provided 20 minutes for an unpaid cold night lunch.

## **SECTION 12 – REST PERIODS FOR WORK PERFORMED AFTER MIDNIGHT:**

In Port. When Licensed Engine Officers work overtime, Monday through Friday excluding holidays, after midnight and before 0600, they shall have a rest period during the same day between 0800 and 1700 of one (1) hour for each hour of work performed. If, due to special circumstances, the rest period is not allowed, then the penalty rate shall be paid for each hour that rest was not provided.

Exception. On days of departure, such rest period shall not interfere with Licensed Engine Officers standing their regular watches or duty.

## **SECTION 13 – REST BEFORE WATCH**

No Licensed Engine Officer 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. This requirement must be taken into consideration if delays in sailing are encountered and prior to posting the sailing board.

## **SECTION 14 – WORKING ALOFT**

When Licensed Engine Officers are required to work aloft in areas located on masts, kingposts, cranes, or in any area that requires the use of fall protection gear, they shall receive penalty pay for such work during regular duty hours. When work is performed outside of regular duty hours, the overtime rate applies.

Exception. This section does not apply while working aloft while standing on permanently installed kingpost platforms.

## **SECTION 15 – INSTALLING OR REMOVING EQUIPMENT**

- A. When required to install any new equipment or equipment customarily installed by shipyard workers/contractors, during straight time hours, they shall be paid at the applicable penalty rate.



B. Exceptions:

1. New equipment shall not include installations of light equipment such as
  - a. Wiring
  - b. Cabling
  - c. Small motors
  - d. Electric fans
  - e. Coils and other small electrical fixtures and equipment
2. When electrical installations are made for the convenience of the crew, in crew messrooms, quarters, heads, etc.
3. New or additional survey equipment required for ship's mission

C. This provision shall not apply to removals, replacements or repairs to existing, worn out or defective equipment unless extensive modification or alterations are required.

## **SECTION 16 – LIMITING WORK ON SEA WATCHES**

Does not apply to vessels operating with an unattended engine room

- A. For the safety of the personnel, vessel, or equipment, the Licensed Engine Officer standing a routine watch while the vessel is being navigated, shall not normally be permitted to do work that takes them away from the duties of the watch.
- B. No assigned work, except for the safe navigation and safe operation of the vessel as well as routine watch work that impacts mission requirements, is to be performed after 1700 and before 0800, without the payment of premium pay. If the work becomes more than routine in scope, additional engineering personnel will be called out as needed and the engineer on watch will be returned to watch.
- C. If Licensed Engine Officers standing regular watch on Saturday, Sunday or holidays are required to do any work other than routine work, they shall be paid at the applicable penalty rate, in addition to the overtime rate being paid. Pyramiding is allowed for this section.
- D. Exceptions
  1. Routine work for the safe navigation of the vessel as well as routine work that impacts mission requirements
  2. Docking and undocking
  3. When work consists of duties exempt from premium pay (such as, drills or inspections)
  4. Unplanned maintenance and repairs to machinery in response to emergent conditions

## **SECTION 17 – RESTRICTION TO SHIP**

- A. Penalty time shall accrue to off watch employees whenever a vessel is under port time conditions, as provided in Section 22 of this Article, and they are required to remain aboard for reasons other than discussed below.

- B. No penalty time shall accrue to employees during duty hours alongside in port 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.
- C. 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.
- D. No penalty time shall accrue to any employee who may be restricted to the ship at the specific request of competent shore authorities.
- E. The Commanding Officer/Master may restrict any employee, without liability for penalty time, who's conduct aboard or ashore has been of a nature which adversely reflected on the Office of Marine and Aviation Operations, NOAA, or the Department of Commerce.
- F. Penalty pay will be paid to licensed engineering officers during non-duty hours when restricted to ship while drydocking/undocking if the evolution exceeds (2) hours without receiving shore power and a gangway.
- G. If off-duty and restricted to the ship in port due to weather conditions such as high tides, winds, hurricanes, etc. Engineering Officers are entitled to penalty pay.
- H. The EOOD will be compensated under 'Licensed Engineer Officer on Watch Duty' Article 11 Section 2.

## **SECTION 18 – SHIFTING SHIP**

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.

## **SECTION 19 – SAILING BOARD**

- A. The sailing time shall be posted at a prominent location on or near the gangway
- B. When the ships stay in home port is expected to be less than 12 hours, the sailing time shall be posted immediately after the ship is secured alongside.
- C. If stay is more than 12 hours during regular workdays, the sailing time shall be posted at least 8 hours before sailing.
- D. 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.

- E. All employees shall be aboard and ready to sail at least 1 hour before the scheduled sailing time.
- F. If delays in departure are experienced for any reason for a period of time that will cause Licensed Engine Officers to exceed 12 hours on duty by the time the maneuvering detail would be secured:
  - 1. Sailing will be rescheduled for the following day or no sooner than a 10 hour rest/off duty period has been provided to the Licensed Engine Officer per 46 CFR 15.1111.
  - 2. Once underway, this includes any follow on maneuvering details that may be required in the same 24 hour period.

## **SECTION 20 – DELAYED SAILING**

- A. If the vessel's departure is delayed, the new time of departure shall promptly be posted on the board.
- B. When off-duty engineers report back to the vessel pursuant to the original or adjusted scheduled departure time and the vessels 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.
- C. 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 may be lost or endangered.
- D. For purposes of this article the parties understand that the term “conditions beyond the vessel's control” includes delays which could not have been reasonably foreseen.

## **SECTION 21 – 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. Sea watches shall be in effect on departure from any port. 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 by the CME with concurrence from the CO. Vessels are excluded from these time constraints when it is necessary to get underway unexpectedly for an emergency or in the event of impending severe weather.
- 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 Chief Engineer, with concurrence from 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 watch change.

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.

## **SECTION 22 - PORT TIME**

### **COMMENCEMENT, DURATION, AND TERMINATION**

- A. 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.
- B. 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.
- C. Port time does not apply to:
  1. Emergency anchorage, mooring, or hove to solely for the reasons of safety such as repair, fire, shifting stores, weather, or for the sole purpose of landing sick or injured persons.
  2. The time while awaiting pilot, quarantine, pratique, transiting of canals, safe weather or tide. 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 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.
  3. Time spent at or in the vicinity of a port solely for the purpose of conducting survey operations.
- 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.

## **SECTION 23 – LAUNCH SERVICES**

- A. 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.
- B. For the purposes of this Section, launch services will not be provided when safety or operational necessity dictates otherwise or when a vessel is in safe harbor conducting mission-oriented operations. 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 through midnight, will be provided so as to not impact the safe operation of the ship.

C. When at anchor in safe harbor for weather avoidance or emergency repairs expected to last for more than (24) hours and harbor conditions permit and mission readiness is not impacted, launch service will commence as above.

D. The liberty and launch times will be posted at the debarkation point.

## **SECTION 24 – INTERNATIONAL DATE LINE**

A. 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.

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 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.

# ARTICLE 13 – FURLOUGHS

## SECTION 1 – FURLOUGH

### A. Shutdown Furlough

1. In the event that funds are not available through an appropriations law or continuing resolution and a shutdown furlough is ordered, guidance will be provided once informed of Congressional intent. Furlough notices will be issued in accordance with Federal regulations. Typically, an agency will have very little to no lead time to plan and implement a shutdown furlough. Employee guidance for a Shutdown Furlough can be found on the Office of Personnel Management (OPM)'s website at [www.opm.gov](http://www.opm.gov).
2. During a Shutdown Furlough, management will continue to provide ship's services and facilities as allowed by an Administrative Furlough (see below), if not in conflict with Congressional intent and Federal law.
3. Federal law prohibits the use of government vehicles during a furlough except for protection of life and property.

### B. Administrative Furlough

1. An administrative furlough is a planned event which is designed to absorb reductions necessitated by downsizing, reduced funding, lack of work, or any budget situation other than a lapse in appropriations. A 30 day notice prior to furlough will be issued to affected employees. During furlough, it is management's intent to continue to provide ship services and facilities to all employees who remain aboard.
2. Licensed Engine Officers will be designated as one of the following:
  - (i) "E" Excepted. Employees are excepted from the furlough because they are performing work which involves the safety of human life or the protection of property, involved in the orderly suspension of agency operations, or perform other functions exempted from the furlough. These employees are considered full time and will work eight-hours each day.
  - (ii) "I" Excepted (Part Time/Intermittent). Employees are excepted from the furlough because of the above, however they are performing an activity that requires periodically reporting for duty during a furlough, but less than a normally scheduled tour of duty. The remainder of the time will be furlough hours.
  - (iii) "F Extended." Furlough with an extended date. Employee's furlough effective date is extended because the employee is required to perform activities for the "ORDERLY TERMINATION OF NOAA FUNCTIONS" beyond the four-hour period allotted to non-excepted employees to furlough their offices/functions on the initial business day after affecting a furlough.
  - (iv) "F" Furloughed. Employees who have not been designated as "excepted" or covered in one of the other categories. These employees are considered non-excepted and will be in furlough status.

3. Licensed Engine Officers that normally live aboard will be allowed to remain on the ship during an administrative furlough. If meals are provided Licensed Engine Officers would be permitted to eat all meals. If meals are not provided comsubs would be authorized for all Licensed Engine Officers that would otherwise normally be eligible. Compensation will follow the end of the furlough.
4. Licensed Engine Officers who remain aboard the vessel at the time of the furlough are permitted customary and normal use the vessel's spaces and equipment provided there is no additional cost to the government. For example: Licensed Engine Officers may use laundry and sanitary facilities, galley equipment such as microwave, refrigerators and coffee pot, gym equipment, computers, internet and printers (if operational), assigned staterooms and lounge.
5. Relief Pool Licensed Engine Officers on assignment at the time of furlough and not designated as "excepted" will be returned to their official duty station at government expense.
6. Employees permanently assigned to a vessel will not receive any government funded travel however they may elect to use their quality of life travel prior to the furlough. Employees requesting travel must do so as soon as practicable after notification that an administrative furlough will occur.
7. Furloughed employees will not be permitted use of government vehicles during administrative furloughs.

## **ARTICLE 14 – MISCELLANEOUS**

### **SECTION 1 – SHORE LEAVE**

- A. 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.
- B. 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.

### **SECTION 2 – POSTING OF LICENSES**

Licensed Engine Officers shall 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 3 – REQUESTING LEAVE**

Licensed Engine Officers submitting leave requests that will require a relief shall submit the leave request as far in advance as possible but not less than 30 days in advance of the desired leave period. Licensed Engine Officers will receive approval or denial status within 7 days of submission. Any denied leave slips must clearly state the reason for denial. The parties agree that unforeseen circumstances such as personal emergencies, ships schedule changes, and the like may cause deviation from this provision.

### **SECTION 4 – HABITABILITY OF NEWLY ACQUIRED VESSELS**

- A. The parties agree that normally single person accommodations are provided to merchant marine officers in private industry. NOAA will seek to provide single staterooms to Licensed Engine Officers unless footprint, mission or budget constraints prevent achieving this goal.
- B. In the event the Employer determines to build, acquire or convert a vessel which will be staffed by Wage Marine employees, an operational Licensed Engine Officer (CME or 1AE) will be assigned to the Integrated Project Team. If a new design is such that it does not include single staterooms for licensed engineering officers, and there is sufficient room to redesign, management agrees to make modifications as soon as funding and opportunity allow.
- C. Licensed Engine Officers not quartered in a single stateroom are authorized premium pay in accordance with Article 10, Section 1 – Quality of Life and Quarters.

### **SECTION 5 – PERSONNEL ASSIGNED TO SHIPS IN REDUCED OPERATIONAL STATUS (ROS)**

- A. When a ship is in ROS with Engineering Department personnel assigned, at least one Engine Department billet shall be a Licensed Engine Officer. Management will determine the license rating to be assigned.
- B. Licensed Engine Officers assigned to ships in ROS status shall be subject to the same work hours and pay practices as personnel assigned to an operational ship.



## **SECTION 6 – INACTIVE SHIP STAFFING**

Upon determination that a ship will be placed in an inactive status for an extended period due to lack of operational funding, staffing for the ship will be reduced commensurate with the requirements for the continued maintenance of the ship until such time the ship is reactivated or released for disposal. Employees will be given a minimum of 30 day notice prior to implementation of staffing reductions. Where positions of equal rating or pay exist, it is NOAA's practice to offer displaced personnel a position on another vessel that is equivalent or equal to the position held on the deactivated vessel. Personnel who remain with the ship will retain their current rating and base pay until such time a decision is reached on the disposition of the ship. If a maintenance crew is no longer required, the remaining employees will be provided 30 days' notice and where available, employees will be offered positions on other ships. The employee's always have the option, where qualified, to apply for higher graded positions on another ship.

## **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.

## **SECTION 8 – MAIL AND PARCEL HANDLING**

- A. Mail and parcels received at Marine Centers and regularly staffed Port Offices will be expeditiously forwarded to the next scheduled port of call when vessels are on voyages away from home port.
- B. Tracking numbers will be provided via email for any mail or parcels forwarded to the vessel.
- C. No personal mail or parcels will be opened by anyone other than the addressee.

## **SECTION 9 – ELECTION DAY**

When a vessel is in an American port on an Election Day or prior to Election Day via early voting, employees who are qualified registered voters shall be afforded an opportunity to vote in accordance with Federal Government personnel policy.

## **SECTION 10 – SUPERSEDURE**

IN WITNESS WHEREOF, the parties agree to have entered into this Agreement effective this twenty-third day of December, 2015. The parties agree that the provisions of their former Agreement dated September 7, 1990, are no longer in force and effect and are superseded by the terms of this Agreement.

## ARTICLE 15 – DEFINITIONS

**Black Water.** Outflow from any head to the untreated side of the Contaminated Holding Tank (CHT), and/or Marine Sanitation Device (MSD).

**Callback- in- Port.** When Licensed Engine Officers ashore are required to return to the vessel for unscheduled work outside of their normal working hours.

**Callout.** When Licensed Engine Officers are required to report for mandatory work outside of their normal work hours.

**Callout Period.** The 30 minute periods prior to when Licensed Engine Officers are required to report for mandatory work outside of their normal work hours.

**Coffee Break.** A fifteen minute break mid-morning and mid-afternoon while in a pay status both at sea and in port.

**Compensatory Time.** Leave time elected by the Licensed Engine Officers in lieu of overtime payment.

**Compensatory Time For Travel (CTFT).** Authorized leave earned when on official government travel orders when such travel occurs outside of normal working hours including Saturdays, Sundays, and holidays.

**Continuous Overtime.** A pay entitlement resulting when the interval of time between the end of an overtime period and the start of another is two (2) hours or less.

**Certified Time and Attendance.** Document generated by Web T&A based upon time and attendance worksheet submitted by the ship.

**COMSUBS.** Commuted subsistence allowance paid in cash to Licensed Engine Officers when meals are not furnished in kind.

**Day.** The 24 hours from midnight to midnight.

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

**Day Worker.** At sea or in port, a Licensed Engine Officer not assigned to a watch, who is assigned to work during eight (8) hours of duty normally between 0800 and 1700, Monday through Friday.

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

**Emergency Duties.** Any work necessary for the safety of the ship, passengers, crew, or for the saving of other ships in jeopardy and the lives therein.

**Fleet Messing.** The practice of feeding all shipboard personnel on one ship in a port where two or more ships are berthed.

**Inactive Ship.** A ship that has not been funded 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 or to prepare for deactivation/disposal.

**Liberty.** The ability of Licensed Engine Officers to go ashore when they are not scheduled to work.

**Mandatory Overtime.** Work by a Licensed Engine Officer that has been directed to be performed outside of their normally assigned hours.

**New Equipment.** Equipment customarily installed by shipyard workers and/or contractors.

**Night Lunch.** Hot or cold meal available to Licensed Engine Officers under specific circumstances, outside of normal serving hours.

**Overtime.** A rate specified in the Wage Marine Pay schedule for work performed outside of regular working hours and all work performed on Saturdays, Sundays and holidays.

**Penalty Time Pay.** A rate as specified in the Wage Marine pay schedule payable for specific types of work applicable under certain working conditions or certain types of work performed.

**Penalty Meal.** Paid when a Licensed Engine Officers is not given a full, unbroken hour off-duty for meals and rest.

**Personal Protective Equipment (PPE).** Specialized clothing or equipment worn by employees for protection against health and safety hazards

**Port Watches.** Watches that normally commence one (1) hour after the vessel is securely anchored or moored in any port where the ship is to remain in excess of 24 hours. Port watches are routinely stood for 8 hours on and 16 hours off.

**Premium Pay.** Additional compensation over and above base pay applicable under certain working conditions for certain types of work performed, or for work in excess of straight time hours (e.g. overtime, penalty pay, dirty work pay, dive pay, etc.).

**Premium Pay Dispute.** A dispute over approval/payment of premium pay.

**Pyramiding.** The simultaneous application of two premium pay rates while performing certain duties or under certain work conditions as specifically authorized in the agreement.

**Reduced Operational Status (ROS).** A period of time when a vessel is removed from active service due to a lapse in funding or when there is no longer a defined operational need.

**Rest Period.** Time off duty in a non-pay status during a Licensed Engine Officer's mealtime.

**Sea Watches.** Established work hours at sea for Licensed Engine Officers standing watch.

**Straight Time/Regular Work Hours.** The standard hours of duty for which each Licensed Engine Officer is compensated at their basic pay rate.

**Supper Relief.** The practice of Licensed Engine Officer relieving another from duty to eat supper.

**Tank Cleaning.** Entering the interior of a tank for the purpose of cleaning or mucking tank residuals.

**Temporary Promotion.** A change to a higher pay rate when there is a need for a Licensed Engine Officer to perform the full duties and responsibilities of a higher rated position during the absence of the incumbent, to fill a higher rated position which has become vacant until a permanent appointment is made, to assume responsibility for an increased workload from a higher rated position for a limited period, or to participate in a special project in a higher rated position which will last for a minimum of 14 days.

**Watch.** Established hours of work for Licensed Engine Officers standing watch. Also refers to those who stand the watch.

**Watchstander.** Licensed Engine Officers on a rotational work shift schedule.

This agreement is executed on October 6, 2015 and again on November 25, 2015 to become effective within 30 days or upon approval by the Department of Commerce, whichever is earlier.

For the office of Marine and Aviation  
Operations:



Rear Admiral David A. Score, NOAA  
Director, Office of Marine and Aviation Operations



RBML Anita L. Lopez, NOAA  
OMAO Deputy Director for Operations



Jamie Johnson, Chief Negotiator



Sharon Wilgus, Negotiator



Dale North, Negotiator



CAPT Anne Lynch, Negotiator



CAPT Scott Sirosis, Negotiator



Renee Desrosiers, Negotiator



Troy Frost, Chief Negotiator  
Deputy Director, Marine Operations

For District No. 1-PCD-MEBA (AFL-CIO):



H. Marshall Ainley  
President, MEBA



Mark Gallagher, Chief Negotiator



Tracy Burke, Negotiator  
Government Fleet Representative



CME Tim Olsen, Negotiator



CME Craig Moran, Negotiator

Approved by the Department of Commerce on December 23, 2015 to be effective December 23, 2015.