

LABOR-MANAGEMENT AGREEMENT

between the

U.S. Merchant Marine Academy and

American Federation of Government Employees Local 3732

U. S. Department of Transportation Maritime Administration  
U.S. Merchant Marine  
Academy Kings Point,  
New York 11024

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## ARTICLE 1

### Parties to the Agreement

#### Section 1.

In accordance with the provisions of Title 7 of the Civil Service Reform Action of 1978, hereinafter referred to as the "Act", this agreement is entered into between the U. S. Merchant Marine Academy, of the Maritime Administration, U.S. Department of Transportation, hereinafter referred to as "the Academy" and the American Federation of Government Employees, Local 3732, hereinafter referred to as "the Union".

#### Section 2.

It is the intent of the parties to promote and improve the efficient administration of the federal service and to provide for amicable discussion of matters of mutual interest and adjustments of disputes regarding personnel policies, practices, procedures and working conditions.

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ARTICLE 2

Recognition and Unit

Section 1

The Academy recognizes the Union as the exclusive representative of all employees in the bargaining unit as defined in Section 2 of this article. Such recognition shall continue as long as the Union is the exclusive representative of the employees under the criteria set forth in the Act.

Section 2

The Unit is defined to include all faculty members and non-supervisory librarians, except department heads and assistant department heads. Faculty members are those employees of the Academy who hold the rank of laboratory instructor, instructor, assistant professor, associate professor or professor.

Section 3

Subsequent references herein to “employee” or “employees” will apply to employees of the recognized unit as defined in this article.

## ARTICLE 3

### Laws and Regulations

#### Section 1

In the administration of all matters covered by this Agreement, government officials and employees are governed by the provisions of any existing or future laws and federal regulations including policies set forth in the Federal Personnel Manual and Department of Transportation and Maritime Administration regulations which may be applicable, and the Agreement shall, at all times, be applied subject to such laws and regulations.

#### Section 2

In the event of any change of law and/or Office of Personnel Management (OPM) Regulation which either party believes would invalidate any provision of this Agreement, that party may notify the other party in writing requesting a meeting. At the earliest mutually agreeable time thereafter, the parties shall meet to interpret the effect of such change. If it is mutually agreed that amendment to this Agreement is required, the parties will renegotiate the affected provisions, and all other provisions will remain in effect.

#### Section 3

Except as provided in the preceding section, a provision of the Agreement dealing with a specific working condition for members of the unit shall take precedence over or supersede a prior Academy issuance dealing with the same working condition.

#### Section 4

Academic Freedom - Within the framework and limitations of applicable federal, Department of Transportation, and Maritime Administration policies and regulations, the Academy and the Union subscribe to the 1940 statement of principles concerning academic freedom, and the 1970 interpretation formulated jointly by the American Association of University Professors and the American Association of Colleges.

## ARTICLE 4

### Separability

In the event that any provision of this Agreement is whole or in part is held to be illegal, void, invalid or unenforceable by any court of competent jurisdiction, all of the remaining terms, conditions and provisions of this Agreement which are not rendered meaningless, inoperable, or ambiguous as a consequence of the judgement, shall remain in full force and effect and the parties shall commence immediately to negotiate substitute provisions for all those which were affected. If the legal impediment to the enforcement of the original contract provision(s) is removed prior to agreement on substitute provisions, the original shall immediately become effective. In such event, Management agrees to comply with all legal rulings by competent authorities.

## ARTICLE 5

### Union Representation Rights and Duties

#### Section 1

Management recognizes the Union's rights under the Civil Service Reform Act.

#### Section 2

AFGE representatives who are not employed at the Academy shall be permitted to visit the Academy during working hours to participate in discussions relative to personnel policies and practices or other matters affecting general working conditions.

#### Section 3

At the request of the Union, the Academy agrees to furnish to the Union, at the beginning of each Academic Year, a list of members in the unit including faculty rank (if appropriate), step, salary and the type of appointment held.

#### Section 4

The Academy will inform each new unit employee of the Union's exclusive recognition and the name of the Union President. The Union will be given an opportunity to be present if a formal orientation class is given to new employees. The Academy will promptly inform the Union President of the appointment of any new unit member and include the following information: name, department, faculty rank (if appropriate), step, salary and the type of appointment.

#### Section 5

a. The Employer will make available to new unit employees a copy of the AFGE Health Benefit brochure, if the Union provides sufficient copies to Management.

b. The Employer will make available to unit employees a copy of the AFGE Health Benefit brochure during open season, if the Union provides sufficient copies to Management.

#### Section 6

The employer agrees to furnish to the Union, as soon as possible after implementation of the contract, one (1) copy of the following: the Federal Personnel Manual, the Department of Transportation Departmental Manual, Transportation Orders in the 3000 series, Maritime Administrative Orders in the 700 Series, and all Superintendent's Instructions and Dean's Memorandums. The Union will be placed on the automatic distribution list for these issuances and for all revisions and amendments thereto.



## Section 7

The Agency will not communicate in writing directly with bargaining unit employees through surveys and questionnaires regarding conditions of employment without prior notification to the Union and negotiating where appropriate. This includes all written questionnaires and surveys from all other agencies distributes through the local agency and regarding conditions of employment of unit members. This section does not pertain to routine surveys related to leave preference and similar matters of personnel administration.

## Section 8

a. The Agency shall notify the appropriate Union official prior to changing conditions of employment which affect unit employees. The notification will contain sufficient information and be sufficiently in advance of planned implementation to provide the Union an opportunity to exercise its full rights to negotiate as appropriate prior to implementation. Notification will be in writing when the changes are significant.

b. The Union shall respond to Management's notification sufficiently in advance of the first negotiation session to provide Management the opportunity to prepare for negotiations.

c. Either party may request the services of the Federal Mediation and Conciliation Service on issues unresolved after 3 negotiating sessions. After mediation, if the outstanding issues are not resolved an impasse is considered to exist and either party may request resolution of this impasse from the Federal Service Impasses Panel, and will request that the panel resolve the impasse through selection of either Management's or the Union's position.

## ARTICLE 6

### Employee Rights

#### Section 1

Each employee has the right to form, join, or assist any labor organization or to refrain from 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 in Title VII of the Civil Service Reform Act, the right of an employee to assist the Union extends to participation in management of the Union and acting for the Union in the capacity of a Union representative including presentation of the views of the Union to appropriate authorities.

#### Section 2

Nothing in this agreement shall require an employee to become or remain a member of the Union or to pay money to the Local except pursuant to a voluntary, written authorization by the employee for payment of the dues through payroll deduction.

#### Section 3

An employee will have the right to raise as defense to a disciplinary or adverse action, lack of necessary training.

#### Section 4

If an employee is to be served with a warrant of subpoena, it will be done in private without the knowledge of other employees to the extent such is within Management's control.

#### Section 5

All laws, rules and regulations, personnel policies and procedures, and the provisions of this agreement shall be applied fairly and equitably to all unit members insofar as they are within Management's discretion. Instruction and counseling will be given in a reasonable and constructive manner.

#### Section 6

Employees must report any and all injuries incurred on the job to their supervisor. Employees will be ensured the opportunity to obtain treatment of the injury, complete the necessary reports, etc. and notify the compensation claim processor to ensure timely processing of necessary forms and employee claims. The agency agrees that supervisors will prepare accident reports in a timely manner, that assistance will be given to employees in preparing necessary forms and documents for submission to Office of Workers' Compensation Programs (OWCP), and that employees will be informed of their rights, as applicable, under the Federal Employee's Compensation Act.

#### Section 7

Employees recuperating from illness or injury and temporarily unable to perform their assigned duties may voluntarily submit a written request to their supervisor for temporary assignment to duties commensurate with their physical limitations. Each request will be considered and a decision rendered on an individual basis.

## Section 8

### Employee Personnel Records.

a. The official personnel folder (OPF) of each employee shall be maintained in accordance with applicable laws, rules and regulations.

b. An employee's copy of written materials placed in the official personnel folder shall be given routinely to the employees. Upon request, the materials shall be discussed with the employee.

c. An employee may review his or her official personnel folder upon request to the appropriate official.

d. All material of a personnel nature shall be forwarded to the concerned employee upon issuance from the authorizing authority.

## Section 9

The following subsections are not intended to imply that the practices referred to and prohibited by the subsections have occurred or are encouraged by either Management or the Union:

a. Management policies and procedures shall be in accordance with laws, rules and regulations designed to protect employees' privacy, First Amendment rights, including presenting their views to Congress, and freedom to disclose information pertaining to violations of law, mismanagement, waste, fraud and dangers to public health or safety. Such prohibited practices include discrimination, reprisal and invasion of privacy. Tape recordings can be made only by mutual consent.

b. An employee's copy of written materials placed in the official personnel folder shall be given routinely to the employees. Upon request, the materials shall be discussed with the employee.

c. Employees have the right to refuse orders that would require the employee to violate the law.

## Section 10

This agreement incorporates by reference the negotiated parking agreement concluded on November 21, 1984 between the Union and Management.

## Section 11

An activity for which a unit member volunteers on a personal basis shall not be deemed a precedent for subsequently assigning that activity to him or her, or other members of the unit without appropriate impact and implementation bargaining.

## Section 12

Employee Compensation During Lapse of Appropriation.

a. Employees are required to report for duty during lapse of appropriations will be fully compensated in accordance with law and regulation.

b. Employees who are furloughed because of lapse of appropriations will be retroactively paid and otherwise compensated in accordance with law and regulation when appropriations are approved.

ARTICLE 7

Management Rights

The Union recognizes Management's rights under 5 USC S 7106.

## ARTICLE 8

### Facilities and Services

#### Section 1

At the request of the Union, the Academy will provide a room which can be used for meetings of the Union.

#### Section 2

Management will provide the Union with office space for conducting Union business. Furnishings will include desks, chairs, shelves, filing cabinets, and a telephone.

#### Section 3

The Union shall be given reasonable access to miscellaneous office equipment, bulletin boards and facilities provided that such use does not interfere with scheduled Academy activities and responsibilities.

ARTICLE 9

Payroll Allotment for Withholding Dues

Section 1

The Academy agrees to a system of payroll allotment for withholding Union dues for unit members. All eligible employees in the unit are covered who (1) are members in good standing with the Union, (2) voluntarily complete Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues and (3) received compensation sufficient to cover the total amount of the allotment.

Section 2- Union Responsibilities

The Union agrees to assume the responsibilities for:

- a. Informing and educating its members on the voluntary nature of the system for allotment of employee organization dues.
- b. Providing and distributing to its members Standard Form 1187.
- c. Completing the following items (1) through (3) and forwarding to the Academy Personnel Representative, in writing, any changes in this information:

(1) Until further notice, the following Union Officers are authorized to make the necessary certification of Standard Form 1187:

Signature	Title
Signature	Title

(2) Until further notice remittance checks should be made payable as follows:

AFGE - Local 3732

(3) Until further notice, remittance checks will be mailed as follows:

\_\_\_\_\_  
(Title of Local Officer)

AFGE Local No. 3732  
U.S. Merchant Marine Academy  
Kings Point, New York 11024

Signature of President, AFGE, Local 3732	(Date)
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d. Forwarding properly executed and certified Standard Form 1187 to the Academy Personnel Representative.

e. Promptly forwarding an employee's revocation (memorandum or Standard Form 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues) to the Academy Personnel Representative if such revocation is submitted to the Union.

f. Informing the Academy Personnel Representative in writing, in a timely manner, of the name of any participating employee who has been expelled or ceases to be a member in good standing in the Union.

g. Informing the Academy Personnel Officer in writing of any change in the amount of membership dues.

### Section 3- Academy Responsibilities

The Academy agrees that it is responsible for:

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

b. Withholding dues on a bi-weekly basis.

c. Withholding new amounts of dues upon certification from the authorized Union officials so long as the amount has not been changed more than twice during the past 12 months.

d. Transmitting remittance checks to the allottee designated by the Union together with a listing of employees for whom deductions were made and a copy of all revocation notices received in the payroll office.

e. The remittance listing to the Union shall contain the following information:

(1) The name of each employee for whom deduction is being made during the current pay period.

(2) Identification of the AFGE Local.

(3) Amount withheld for each unit member.

(4) The total gross amount deducted

f. Notifying the Union in writing when an employee is not eligible for initiating or continuing an allotment because he or she is no longer included in the unit due to separation or movement out of the unit.

### Section 4 – Joint Stipulations

The Union and the Academy agree that:

a. Dues will be deducted on a biweekly basis. The amount of dues to be deducted as allotments from compensation may not be changed more frequently than twice each 12 months.



b. Administrative errors in remittance checks will be corrected and adjusted promptly. If the Union is not scheduled to receive a remittance check after discovery of the error, the Union agrees to promptly refund the amount of erroneous remittance.

Section 5 - Effective Dates for Action

Action	<u>Effective Date</u>
a. Starting dues withholding	Beginning of first full pay period after date of receipt of properly executed and certified Standard Form 1187 in Payroll Office.
b. Change in amount of dues	Beginning of first full pay period after receipt of certification in Payroll Office.
c. Revocation by employee	First full pay period after the beginning of the academic year provided that revocation is submitted not later than June 30. Except that, in accordance with the Act, allotment authorizations may not be revoked for one year.
d. Termination due to suspension or expulsion from the Union	Beginning of first full pay period after date of receipt of notification in Payroll Office.
e. Termination due to loss of exclusive recognition on which allotment was based	Beginning of first full pay period following loss of recognition.
f. Termination due to separation or movement out of the Unit	(a) If action is effective first day of a full pay period, termination of allotment will be at end of preceding pay period or, (b) If action is effective on any day other than first day of a full pay period, termination of allotment will be at end of pay period.

Section 6

An allotment authorization which has not been properly completed or properly certified will not be accepted and will be returned to the Union in a timely manner with notice of the reason why it has not been processed.



## ARTICLE 10

### Joint Labor- Management Meetings

#### Section 1

Upon either party's request, the Academy and the Union shall meet at a mutually agreeable time and place to discuss matters of concern. Such meetings normally shall take place monthly. Special meetings may be called in emergency situations at times mutually agreeable to the parties. The meetings referred to above shall not constitute nor be used for the purpose of collective bargaining negotiation.

#### Section 2

The joint labor-management meetings shall have as their purpose discussions with respect to personnel policies, practices, and matters affecting the working conditions of the employees, subject to the provisions of this Agreement including the interpretation and application of this Agreement.

#### Section 3

Each party shall have not more than three members at the meetings. Additional persons will be permitted to attend the meetings and participate when appropriate and mutually agreed upon by the parties.

#### Section 4

Unit members attending such meetings will be on official time.

## ARTICLE 11

### Hours of Duty

#### Section 1

In accordance with governing law and regulation, the hours of duty for the members of the unit shall be as follows:

a. The administrative workweek shall be seven consecutive days, Sunday through Saturday. The basic academic workweek shall be Monday through Friday, but other basic work weeks may be scheduled to the extent management determines necessary and after negotiation with the Union when required by law.

b. Full-time employees shall be required to work 40 hours per week as required by 5 USC 6101(a) (2) (A).

c. The normal working hours for members of the unit each work day shall be from 8:00a.m. to 5:00 p.m. with a lunch period of one hour. These working hours may be varied to the extent management determines necessary to meet the needs of the Academy and after negotiation with the Union when required by law.

#### Section 2

During working hours, when not engaged in actual teaching, office hours, committee work or other assigned tasks, faculty members may engage in course and lecture preparations, research, professional development and other related activities. Normally, such activities are to be performed on Academy premises but may be performed on other than Academy premises if a valid reason is given by the faculty member and when approved, in advance, by the faculty member's department head or higher authority. Such approval will normally be valid for the duration of the project or for a specific period of time appropriate to the nature of the work being performed. If the request is disapproved a valid reason will be given.

a. If the faculty member is to be absent from the Academy premises the faculty member shall keep his/her department head advised of his/ her whereabouts and how he/she can be contacted.

b. Insofar as practicable a faculty member performing work off the Academy premises shall remain accessible and capable of returning, if necessary, within a reasonably short period of time.

c. The provisions of this section do not apply to a faculty member whose activities take him/her out of the commuting area of the Academy or his/ her private residence. In such cases, the faculty member must be in official travel status or annual leave.

#### Section 3

The above sections are applicable to all periods when faculty member is in a duty status and not on leave or on travel status, including periods when the midshipmen are on leave and no classes are in session.

## ARTICLE 12

### Official Time

#### Section 1

A reasonable amount of official time during work hours will be permitted to the Union President and to designated Union representatives to perform labor relations functions as representational duties such as:

- a. Attending joint-labor management meetings pursuant to Article 10 of this agreement.
- b. Attending formal discussions.
- c. Preparing and presenting discrimination complaints when the Union is designated by the employees as his or her representative.
- d. Preparing and presenting grievances and replies pursuant to Article 22 (Disciplinary and Adverse Actions) and representing employees at MSPB hearings and appeals when the Union is designated by the employee as his or her representative.
- e. Being present at all steps of the grievance proceeding and at the settlement of the grievance when the employee chooses not to be represented by the Union.
- f. Preparing for and participating in arbitration hearings.
- g. Attending meetings with Management and/or negotiating as appropriate regarding Management initiated changes in personnel policies, practices or other general conditions of employment.
- h. Meeting with and addressing new employees at formal orientation classes, if given.

#### Section 2

At the beginning of each Academic year, the Union President will provide written notice to the Academy Personnel Officer of the name, title and work telephone number of those Unit members who are designated as Union representatives eligible to request and be granted official time. Any change to this designation must be submitted by the Union President in writing to the Academy Personnel Officer. Such a change in designation shall become effective upon receipt by the Academy Personnel Officer.

#### Section 3

A designated Union representative must obtain permission from his/her supervisor to use official time for the purposes set forth in this Article. Supervisors normally will grant such permission.

#### Section 4

The use of official time normally will not interfere with scheduled classes.

## Section 5

An employee using official time shall advise his/her timekeeper of the date and amount of such time.

## Section 6

Official time will not be authorized for activities concerned with organizing efforts or the internal business of the local including solicitation of membership, distribution, reproduction or circulation of Union-related literature or discussion of matters outside the scope of this agreement.

## Section 7

The Academy will grant up to a total of 40 hours of official time during each academic year to designated Union representatives for attendance at Union sponsored seminars or training sessions. Official time granted for such Union sponsored functions is limited to subject matters within the scope of Title VII of the Civil Service Reform Act and must be of mutual interest and benefit to the Academy and to the Union.

## Section 8

The Union will normally give the Academy at least fifteen (15) working days advance written notice for each request for official time under Section 7 above and such notice will include: the name of the employee for whom official time is requested, a copy of the agenda or statement of coverage and an explanation of how the seminar or training covers subject matters within the scope of Chapter 71 of the Civil Service Reform Act, and how such activity will be of mutual benefit to the Academy and the union.

## ARTICLE 13

### Faculty Salary

#### Section 1

The U.S. Merchant Marine Academy Faculty Salary Schedule shall be the same as the Faculty Salary Schedule at the US Naval Academy with the exception of the first six steps of the Professor Scale (Steps 25 to 30).

#### Section 2

Movement to the upper salary category from the last step of the lower salary category in each rank shall be granted provided the employee's performance has been satisfactory during each of the three previous years.

#### Section 3

On promotion to a higher academic rank, a faculty member will be advanced three steps on the faculty salary schedule or to the lowest steps of the higher rank, whichever is greater, in addition to any annual step increase to which otherwise entitled.

## ARTICLE 14

### U. S. Maritime Service – Uniform Status

#### Section 1

Faculty members on term or tenure appointments whose appointment and/or academic rank is based on the possession of a U.S. Coast Guard license as a Merchant Marine Officer shall be appointed in the U.S. Maritime Service and be required to wear the USMS uniform when in a duty status.

#### Section 2

When appointment in the U.S. Maritime Service is required, assigned USMS rank shall be commensurate with the faculty member's academic rank, U.S.C.G. license, previous military service and previous merchant marine service, as set forth in SUPERINTENDENT'S INSTRUCTION 88-5 or succeeding issuances.

#### Section 3

Faculty members required to wear the U.S. Maritime Service uniform shall conform to USMS Uniform Regulations, promulgated by the Superintendent and shall observe fully normal military protocol and customs in daily interface with Midshipmen and other uniformed personnel.

#### Section 4

Faculty members holding U.S. Maritime Service appointments as of the date of execution of this agreement and currently required to wear the U.S. Maritime Service uniform, but who are not covered by provisions of this article, shall have their U.S. Maritime Service appointment terminated on the effective date of this contract.

#### Section 5

Unit members who wear civilian attire will conform to the generally accepted standards of dress and grooming in academic institutions similar to the U.S. Merchant Marine Academy.

#### Section 6

Academic caps and gowns shall be provided free of charge by the Academy to those non-uniformed members participating in graduation ceremonies.

#### Section 7

The provisions of this Article are agreed to for the duration of this agreement at which time the parties agree to reevaluate the entire question of U.S. Maritime Service status and informs for the faculty.



## ARTICLE 15

### Working Conditions, Health and Safety

#### Section 1

The Union and the Academy agree that the individual employee has the primary responsibility for his or her own health and safety and has an obligation to practice safe work habits.

#### Section 2

In order to safeguard the health and safety of all Bargaining Unit employees the Academy agrees to comply with applicable government-wide and agency rules and regulations pertaining to health and safety.

#### Section 3

The Union agrees to cooperate in efforts to promote safety and health and will encourage employees in the Unit to report any unsafe or unhealthy conditions to their immediate supervisor. Each supervisor will take vacation to investigate and, if appropriate, to correct the unsafe working conditions or practices which are reported to him or her and to report them to the Academy Safety Officer.

#### Section 4

Emergency first aid treatment for work related injuries will be available to employees at pattern Infirmary during work hours. However, employees retain the right to seek medical services of their own choice in the event of a worked related injury or illness. A first aid kit will be available in each academic building and other convenient locations as appropriate. Employees may request first aid and CPR training and Management will consider such requests with due regard for budget and scheduling constraints. Normally, Management will provide one training course each year for such purposes.

#### Section 5

A Union representative will participate on the Safety Committee and shall be given the opportunity to be present during safety inspections by Safety and Health Inspectors as provided by 29 CFR 1960.

#### Section 6

- a. The Union and the Academy jointly recognize alcoholism and drug abuse as illness that are treatable. Employees who have alcohol or drug abuse problems and who seek assistance will be referred to an appropriate counseling service. Requests for such assistance will be treated confidentially and will not reflect adversely upon an employee. Such an employee shall be entitled to sick leave benefits provided to other employees who have a treatable illness.

- b. Whenever a supervisor becomes aware than an employee’s use of alcohol or drugs may be contributing to a performance or conduct deficiency, the supervisor shall recommend and refer the employee to the Academy counseling program for assistance. Should the employee fail to participate in a rehabilitation program provided, or having participated in such a program, if the employee fails to improve performance or conduct to satisfactory level, the supervisor may rate the employee accordingly an initiate an appropriate performance-based or disciplinary/adverse reaction.

Section 7

In the performance of their assigned duties, employees shall not be required to operate or use any equipment or ride in any conveyance the condition of which presents any danger to their health of safety.

Section 8

When environmental conditions such as wing temperature and/or humidity extremes present a hazard to their health or safety in the conduct of classes, faculty members may request of their supervisor permission to cancel and reschedule classes. If the extreme conditions cannot be alleviated by a change of location, such permission will normally be granted. Under the same circumstances, other Unit members may request permission from their supervisor to relocate.

The following criteria will be sued as guidelines:

- a. Inside temperature is above 85 F.
- b. Inside temperature is below 60 F.
- c. Temperature- Humidity Index is 80 or above.
- d. Wind chill factor is an equivalent temperature of 0 F or below.

The concerned employee shall be permitted to be present when the readings are observed.

Section 9

The Academy and the Union recognize the right of employees to an environment reasonably free of contaminants. Supervisors therefore shall make every effort to be sensitive to and respond to complaints regarding smocking in the workplace. Supervisors shall strive for an equitable balance between the civil rights of nonsmokers and smokers when resolving a complaint.

Section 10

For safety reasons, no fewer than two employees normally shall be permitted to work in an isolated area designated as hazardous by Management nor to engage in hazardous work without periodic checks being made by the supervisor or security personnel.

### Section 11

Necessary protective safety devices and clothing shall be furnished by the Academy and used by employees. Examples of such items are safety shoes, safety prescription eye glasses, safety goggles, fire retardant boiler suits, laboratory coats for use in laboratories, and hard hats.

### Section 12

Foul weather clothing will be furnished to employees working out of doors where adverse weather conditions may be present. Examples of such items are rubber boots, rain suits, and insulated jackets.

### Section 13

A Unit member contemplating retirement will, upon written request to the Maritime Administration Office of Personnel, via the Academy Personnel Representative, receive retirement counseling within one year of eligibility for optional retirement.

## ARTICLE 16

### Details and Temporary Promotions

#### Section 1

A detail is the temporary assignment of an employee to a different position for a specified period with the employee returning to his or her regular duties at the end of the detail. Details are intended only for meeting temporary needs of the Academy's work requirements.

#### Section 2

Details of fourteen (14) calendar days or more within a twelve-month period shall be recorded and maintained in the official personnel folder.

#### Section 3

Details shall be rotated equitably among those employees who have been determined by management to possess comparable capacity and requisite skills for assuming the responsibilities of the assignment.

#### Section 4

An employee who is detailed to a higher grade position\* shall be temporarily promoted if the detail exceeds thirty (30) consecutive days and the employee is qualified for such a promotion. Temporary promotions of less than 120 days shall be rotated equitably among those employees who have been determined by management to be comparably qualified for promotion.

\*Note. Within the meaning of this Agreement, a "higher grade position" is one within the same pay system which has higher representative rate or an administrative position within the academic division or an administrative position outside the AD system which has a higher salary schedule based upon the first step.

#### Section 5

When it is known in advance that a detail to a higher grade position will be one academic quarter or longer in duration, temporary promotion will be utilized to fill the position.

#### Section 6

Temporary promotions in excess of 120 calendar days shall be filled through competitive procedures

## ARTICLE 17

### Absence and Leave

#### Section 1

Absence and leave policies and procedures shall be in accordance with MAO 760-630 dated April 6, 1983, except that annual leave schedules shall normally be prepared not later than May 1 each year.

#### Section 2

Members of the Unit are generally expected to arrange their annual leave during periods when classes are not in session.

#### Section 3

If an unforeseen circumstance arises which prevents an employee from being at work, the employee shall cause the Department Head to be notified at the earliest opportunity, on the first day of such absence.

## ARTICLE 18

### Professional Development

#### Section 1

Subject to constraints imposed by budget and the guidelines prescribed by Agency and Department regulations, the Academy agrees to continue its support of unit members' professional development through such things as formal training programs, attendance at professional meetings and workshops, reasonable page costs for publishing, and similar activities.

#### Section 2

Sabbatical leave may be granted to tenured faculty members for purposes of scholarly or creative endeavors which will enhance professional competence and contribute to the improvement of the Academy's educational program or otherwise further the mission of the institution. Normally, a faculty member will not be granted more than one sabbatical leave every seven years but in exceptional cases a sabbatical leave may be granted after five years.

#### Section 3

A sabbatical leave may be granted for a full year at half-pay or a half-year at full pay. Such leave is subject to the provisions of the Government Employees' Training Act and applicable orders, rules and regulations of the Department of Transportation and Maritime Administration.

#### Section 4

Requests for sabbatical leave shall normally be submitted to the Assistant Superintendent for Academic Affairs via the department head, not less than one year in advance of the academic year during which the proposed sabbatical leave will take place.

a. Each request shall specify the time period of the proposed leave, a detailed description of how it will be used, and an explanation of how the leave will contribute to the improvement of the education program or otherwise further the mission of the Academy.

b. Each request shall be endorsed by the department head concerned, recommending approval or disapproval and the reason therefore.

c. The Assistant Superintendent for Academic Affairs shall submit his or her recommendation to the Faculty Incentive Awards Committee for review and recommendations. Upon receiving the recommendation of the Faculty Incentive Awards Committee, the Assistant Superintendent for Academic Affairs shall submit his or her recommendation together with Committee's, to the Superintendent who shall render a decision.

d. The faculty member concerned shall receive a copy of each recommendation made on his or her application for a sabbatical and a copy of the decision rendered by the Superintendent. If the Superintendent denies the sabbatical request, reasons shall be given to the faculty member.

### Section 5

If a faculty member's sabbatical leave was approved but had to be canceled or deferred due to lack of resources, that faculty member will be given the sabbatical when resources become available.

### Section 6

The Academy recognizes that research and consulting activities enable faculty members to keep current with the state of the art in their field of specialty, and to further their professional development, thereby enriching the educational program and enhancing the Academy's ability to fulfill its mission. Accordingly, subject to the constraints of budget, laws, rules and regulations, the Academy will encourage and support faculty research and consulting activities.

### Section 7

Applicable federal laws, rules, and regulations will determine an employee's ownership and rights related to inventions, creations, and publications.

## ARTICLE 19

### Performance Appraisal

#### Section 1

A faculty member's performance shall be appraised annually based on established performance standards and the performance appraisal system utilized by the Maritime Administration (MAO 750-540), except as otherwise provided by this Agreement in the following sections and in accordance with the procedures contained in Dean's Memorandum DM 304 dated May 1, 1988.

#### Section 2

- a. The normal appraisal period for faculty members shall be from May 1 to April 30 annually.
- b. The minimum appraisal period before which a faculty member can receive a rating is 120 days.
- c. Faculty members shall receive their performance ratings and a copy of any documents used to support the performance rating on the first business day on or after August 1<sup>st</sup>.

#### Section 3

A faculty member may request an informal performance appraisal on the basis of a change in immediate supervisor. Such an informal appraisal will be considered by his or her supervisor at the end of the formal appraisal period.

#### Section 4

- a. At or before the beginning of each performance appraisal period, but not later than 30 days after the beginning of that period, a faculty member will be provided with a copy of his or her performance plan. Supervisors will explain the plans to faculty members and answer any questions they may have.
- b. Each member of the bargaining unit shall be given a current copy of the Performance Management System (MAO-750-540) at the beginning of his/her first performance appraisal cycle. Each unit member shall receive any subsequent changes in MAO 750-540 as they are issued.

#### Section 5

- a. A faculty member has the right to respond in writing to the rating official concerning the appraisal of the faculty member's performance discussed at the end of the annual appraisal period. Such a written response will be forwarded to the approving official along with the appraisal.
- b. If the rating and/or appraisal is changed by the approving official, those changes will be discussed by immediate supervisor with the faculty member.



## Section 6

Before initiating a removal or reduction in pay or grade based upon an unacceptable performance rating, the rating official shall provide the faculty member an opportunity to demonstrate acceptable performance at least 90 days before initiating action.

## Section 7

Final performance ratings are grievable under the negotiated grievance procedure contained in his Agreement.

## Section 8

In order to permit the Union to carry out its representational duties, the Academy agrees to provide the Union with copies of all “cover sheets” assigning the final summary ratings of Unit members when issued. The copies shall be sanitized by removing the name and social security number so as not to reveal the individual being appraised. Subsequent to this the Academy will provide the remainder of the appraisal forms for any unit member upon written request from the Union. These forms will be sanitized as above.

## Section 9

Changes to performance appraisal system which are issued by the Maritime Administration will be subject to negotiation as appropriate.

## ARTICLE 20

### Reappointment, Promotion, Awards, Tenure, Workload and Sabbaticals

Procedures associated with reappointment, promotion, awards, advancement to upper salary scale, tenure, workload, and sabbaticals shall be in accordance with MAO 710-181 of May 1, 1988 and the relevant portions of this Agreement.

## ARTICLE 21

### Reduction-In-Force

#### Section 1.

Unit members are covered, as applicable, under FPM Chapter 351 Reduction-In-Force, and this agreement.

#### Section 2.

In order that the Union may properly and responsibly exercise its rights under the Civil Service Reform Act the Academy shall notify the Union, with written notice if practicable, of all meeting of employees called by Management to discuss possible, pending or actual reduction-in-force situations and reduction-in-force meetings with individual employees when the Union is not representing the employee.

#### Section 3.

For purposes of this Article, a reduction-in-force occurs when an employee is released from his/her competitive level by furlough for more than 30 days, separation, demotion, or reassignment requiring displacement, when the release is required because of lack of work; shortage of funds; insufficient personnel ceiling; reorganization; the exercise of re-employment rights or restoration rights; or reclassification of an employee's position due to erosion of duties when such action will take effect after the agency has formally announced a reduction-in-force will take effect within 180 days

#### Section 4.

- a. The Academy shall provide the specific notice to each affected employee at least 30 days prior to the effective date of the reduction-in-force action.
- b. The specific notice will state what action is being taken; the effective date of the action; the employee's service computation date, competitive level, subgroup, competitive area, and the rights he or she may have. The notice shall also state the reasons for retaining a lower standing employee in the same competitive level under Section 351.607 or 351.608 of 5 CFR specific notice shall be provided to the employee in case he or she should desire to have Union representation.
- c. The Employer agrees to provide written notification to the Union regarding a reduction-in-force 30 days prior to the specific notice to the employees. If possible, such notification will contain information such as:
  - (1) The reason(s) for the reduction-in-force.
  - (2) The possible number of employees and the competitive levels affected

- d. The proposed effective date of the RIF and the retention registers (which include information on competitive levels) showing the effect of the RIF on all unit employees as of the date of this notice to the Union will be provided to the Union the same time as issuance of the specific notice to the employees.

Section 5.

Additional service credit for reduction-in-force purposes is based on an employee's last three (3) annual performance ratings of record received during the three (3) year period prior to the date of issuance of specific reduction-in-force notices, in accordance with 5 CFR 351.504.

Section 6.

To eliminate or minimize the adverse effect upon unit employees in a reduction-in-force situation, the Employer shall, to the maximum extent feasible, utilize appropriate means such as, but not limited to, attrition, reassignment, reimbursable details and positive placement efforts.

Section 7.

- a. If a reduction-in-force is necessary, due consideration will be given to placing affected employees in vacant positions, within the academic sector, where their services can be utilized. For purposes of this agreement, the academic sector is constituted of faculty positions, the Library, the Registrar's Office, and the Department of Shipboard Training. An employee may not be placed in a position with a higher representative rate\* than the rate of the position from which the employee was released. Qualifications for vacant positions may be waived if the employee meets any minimum education requirements for the position and the Employer determines that the employee has the capacity, adaptability and special skills needed to satisfactorily perform the duties and responsibilities of the position. Any training necessary to fully meet the position's requirements will begin as soon as practicable after the employee has been placed in the position.
- b. The employer agrees to freeze vacancies in the academic sector, as defined above, from the initial notice to the Union to the effective date of the reduction-in-force, but more than 60 days prior to the effective date of the reduction-in-force.

\*NOTE: The representative rate for the AD pay schedule is the step which is 40% of the number of steps up the scale from step 1 for each faculty rank. Fractions are rounded to the nearest numbered step (0.5 is rounded upward).

## Section 8.

Management agrees to provide competing bargaining unit excepted service employees assignment (bump and retreat) rights within the bargaining unit. The assignment procedures to be followed will be those outlined in Sections 351.701 “Assignment involving displacement”, 351.702 (a), (b), and (c) “Qualifications for assignment”, and 351.703 “Exceptions to qualifications” of 5 CFR Part 351.

## Section 9.

Within 30 days of the approval of this Agreement, Management will solicit the Union’s advice on the initial plan for assigning competitive levels. A listing of competitive levels will be provided to the Union within twenty-one (21) days of approval of such plan by the Director, Office of Personnel, Maritime Administration.

## Section 10

Any employee receiving a specific reduction-in-force notice may review, at the Academy, the retention register for his/her competitive level as well as the retention registers and related records for those competitive levels where there are employees who may displace the employee and into which the employee believes he/she may bump or retreat. Affected employees shall be granted a reasonable amount of official time in order to review such retention registers and related records.

## Section 11

- a. The Union shall be provided with a copy of the vacancy announcements for all vacancies in the competitive area and under the same appointing authority(ies) that were advertised by the Academy and not filled during the reduction-in-force because of a lack of qualified personnel to fill those positions. Employees affected by a reduction-in-force may request assignment to a vacant position at the same or lower level.
- b. The Union will also be provided with copies of the vacancy announcements for all excepted service vacancies in Academy positions outside the competitive area that were advertised by the Academy and not filled during the reduction-in-force because of a lack of qualified personnel to fill the vacancies. It is understood that employees may request assignment to these positions outside of reduction-in-force procedures covered by Section 8 of the Article.
- c. During a reduction-in-force, the Academy shall make available to the Union and affected employees vacancy announcement it receives for openings that are available at other government installations and non-government organization.

## Section 12

The Academy shall use every good faith effort to make a best offer of employment to each employee adversely affected through implementation of the reduction-in-force. The offer, if made, shall be in accordance with Section 8 of this Article. Employees shall respond to a best offer of employment in another position within 5 working days after receipt of a written offer.

### Section 13

Any faculty member who is separated as a result of a reduction-in-force, except those on temporary appointments of one (1) year or less, shall be placed on a reemployment priority list for two (2) years from the date of separation. It is understood that the acceptance of temporary employment will not alter an employee's right to be offered permanent employment. In the event that a faculty vacancy in the bargaining unit is to be filled in the two (2) years subsequent to a reduction-in-force, consideration for that vacancy shall be on a mandatory basis. Any rehiring shall be made in order of retention standing. If the position is at the same academic rank as that from which the employee was separated, the individual shall be restored to his/her former salary step. In addition, those rehired who had tenure prior to the reduction-in-force shall be rehired with tenure, unless they are rehired for a temporary appointment of one (1) year or less.

### Section 14

If there is a tie in the retention standing for rehiring, length of service at the Academy will constitute the tie-breaking factor.

### Section 15

The Academy shall request, when appropriate, that OPM authorize early retirement under appropriate statute in order to retain the maximum number of employees. The Academy will freely advise the employee of any prospective retirement rights.

### Section 16

- a. A faculty member who is placed in a lower graded position as a result of reduction-in-force procedures will be entitled to grade and pay retention. The rules and procedure to be followed will be those outlined for reduction-in-force situations in 5 CFR Part 536, "Grade and Pay Retention", as applicable.
- b. A faculty member receiving grade or pay retention will be eligible for priority consideration for promotion, for a period of two (2) years from the date of demotion, to faculty positions for which h/she is qualified at his/her former academic rank or any intervening faculty rank, if Management does not elect to reassign some other employee. As a vacancy occurs, eligible faculty members shall be referred to the selecting official for priority consideration. If a priority placement candidate is not selected, an objection to each such referred candidate must be submitted to the Maritime Administration, Director, Office of Personnel, for approval before a non-priority candidate can be considered. A copy of such objection will be provided to the employee.
- c. Faculty members lose their eligibility for promotion consideration if they have a break in service of one workday or more; are demoted for personal cause or at their own request; are placed in a position the rank of which is equal to or higher than the retained faculty rank; elect, in writing, to have such eligibility terminated; or decline a reasonable offer of a faculty position for which they are qualified.

- d. To be considered reasonable the offered position must be of an appointment duration equal to that held prior to the creation of grade or pay entitlement, and full-time (unless the faculty member's position immediately before the change creating entitlement to grade or pay retention was less than full-time, in which case the offered position must have work schedule of no less than that of the position held before the change). Faculty members are responsible for promptly notifying selecting officials, in writing, of the acceptance or declination of an offer; declinations must state the reason(s) for the declination.
- e. Faculty members are responsible for presenting an up-to-date Application for Federal Employment (SF-71) to the Academy Personnel Officer, giving information on their qualifications including making known the types of positions in which they have an interest.

### Section 17

In the event of a reduction-in-force, the Academy will provide to affected employees an address for contacting the appropriate State Employment Agency for training and unemployment benefits for which they may be eligible.

### Section 18

The Employer shall participate in the OPM Voluntary Interagency Placement Assistance Program as outlined in FPM Chapter 330. The Academy shall make a good faith effort to assist employees affected by the reduction-in-force in finding employment in other federal agencies.

### Section 19

The Academy will provide appropriate counseling to affected employees and keep them advised of any changes to the reduction-in-force situation.

### Section 20

Employees on detail will not be released during a reduction-in-force from the position of detail but rather from their permanent position.

### Section 21

The Employer shall maintain all retention registers and related records pertaining to the reduction-in-force for a period of at least two (2) years following the date of issuance of specific reduction-in-force notices to employees.

## ARTICLE 22

### Disciplinary and Adverse Actions

#### Section 1

Coverage:

This article covers all members of the Unit.

#### Section 2

General:

An employee shall be subject to disciplinary/adverse actions whenever it is warranted by the employee's conduct or unsatisfactory performance. Such actions shall be taken only for just and sufficient cause as shall promote the efficiency of the service and will be administered in a constructive, progressive, consistent, reasonable and timely manner. Nothing in the Article is meant to infringe upon management's statutory right to remove an employee as a result of an egregious offense for which removal is provided as a punishment.

#### Section 3

Definitions:

- a. A  
disciplinary action is defined as a written reprimand.
- b. An adverse  
action is defined as a removal, suspension, a reduction in pay or grade, or furlough of thirty (30) calendar days or less.

#### Section 4

Notice period is defined as that period of time between the date the employee receives written notice of a proposed adverse action and the date the adverse action becomes effective.

#### Section 5

Official Time:

- a. A reasonable amount of official time shall be allowed for an employee and his or her representative to review the material in support of a proposed adverse action and to prepare and present a response.
- b. Normally, information related to the adverse action will be provided through affidavits and other documents. If the employee witnesses are required to participate they will be granted official time to attend.

#### Section 6

Duty Status:

Normally an employee shall be in an active duty status during the adverse action notice period.



Section 7

Extensions of Time:

Extensions of time in this Article can only be made by mutual consent of the Union and Management.

Section 8

Investigations and Employee Examinations:

- a. Before being questioned by an Academy official or other representative of the agency in an investigation, an employee shall be informed as to why he or she is being questioned.
- b. If an employee being questioned is the subject of an investigation, he or she shall be informed of the specific nature of the investigation and or the nature of Management's allegation(s) against the employee.
- c. The Union shall 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:
  - (1) The employee reasonably believes that the examination may result in disciplinary action against the employee; and
  - (2) The employee requests representation.
- d. If, in the course of questioning an employee, a Management official becomes aware that the employee might become the subject of a disciplinary or adverse action, the Management official shall inform the employee of his or her right to Union representation.
- e. If an employee requests a Union representative pursuant to the previous two sections, the Management official shall suspend questioning until that Union representative is present. The employee shall be permitted to consult with his or her representative, in private, prior to continuing questioning.
- f. Copies of written or sworn statements made by an employee as part of an investigation and/or copies of summaries made by Management for the record and initialed by the employee, shall be given to the employee making the statement.

Section 9

Processing of Adverse Action:

- a. The proposal of an adverse action, i.e., removal, suspension, reduction in grade or pay, or a furlough of thirty (30) days or less, will be done in a timely manner, normally not more than thirty (30) calendar days after the employer becomes aware of the incident giving rise to the action.

- b. The notice of the proposed adverse action shall be in writing and shall be given to the employee concerned at least thirty (30) full days in advance of the date of the proposed action.
- c. The notice must state: (a) the specific charges, (b) reasons for the proposed action, (c) the proposed penalty, and (d) the fact that an employee has rights under the negotiated agreement. A copy of all supporting information such as statements of witnesses, affidavits, investigative reports or extracts therefrom, etc., shall be furnished to the employee with the notice of proposed adverse action, except that information which is discovered subsequent to the date of the proposal of the adverse action will be provided to the employee prior to the notice of decision if it is to be used by Management to support the reason(s) for the decision. The employee will be given a reasonable amount of time to respond to such new information.
- d. An employee who receives notice of a proposed adverse action is entitled to a reasonable time but not less than seven (7) calendar days to answer orally, in writing, or both, and to furnish affidavits and other documentary evidence in support of the answer.
- e. The advance notice period and/or the opportunity to prepare an answer are not necessary in the following instances:
  - (1) In cases of furlough without pay due to unforeseeable circumstances, such as sudden breakdown in equipment, Acts of God, or emergencies requiring immediate curtailment of activities.
  - (2) A full thirty (30) days' notice is not required when there is reasonable cause to believe the employee guilty of a crime for which a sentence of imprisonment may be imposed. However, a reasonable number of days advance notice and an opportunity to answer shall be given.
- f. An employee who has received notice of a proposed adverse action under the provisions of this Article is entitled to a written decision and the reasons for the decision at the earliest possible date, normally not later than 45 days after receipt of the employee's reply by Management, but not later than three (3) working days prior to the effective date of the adverse action. If no action is to be taken against the employee, a written statement withdrawing the advance notice will be given to the employee.
- g. In arriving at a decision, the deciding official shall consider only the reasons specified in then notice of proposed adverse action and shall consider any answers made to the deciding official by the employee and his or her designated representative and recommendations made by special ad hoc faculty review committee (Select Committee), described in Section 9h.
- h. If a faculty member receives a proposal to remove him/her for cause, the faculty member may request a review before a special ad hoc faculty review committee (The "Selectee Committee"). The faculty member must request such a review, in writing, not later than five (5) calendar days after receipt of the removal proposal. The request must be made to the Assistant Superintendent for Academic Affairs. Use of this review procedure does not

preclude the faculty member from following the procedures in section 9d of this Article for  
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providing an answer to the removal proposal to the deciding official. Adjustments to time frames in this sections will be made if use of Section 9e of this Article is necessary and the employee will be informed of any such adjustments.

The Select Committee shall function as follows:

- (1) The Select Committee shall consist of the five (5) full professors on the faculty panel. The senior professor shall serve as the chairperson.
  - (2) The Select Committee shall conduct a review of the case considering all relevant information available from the record and submitted by the faculty member. The committee shall interview the faculty member and the department head and may at its discretion interview other faculty members and/or staff.
  - (3) During the review by the committee the faculty member shall be permitted to have an advisor present, but the advisor must be an employee of the Academy and shall not be permitted to serve as an advocate during the hearing.
  - (4) The committee recommendations shall be determined by an affirmative vote of a simple majority with all five (5) members constituting a quorum.
  - (5) Upon completion of the review, the committee shall submit its' recommendations to the deciding official via the Assistant Superintendent for Academic Affairs. The review shall be completed and a recommendation made, in writing, within twelve (12) working days of receipt of the faculty members' request for review.
- (i) From the time an employee designates a representative, the representative shall receive copies of any and all correspondence, related to the adverse action, between the agency and the affected employee.
  - (j) Like penalties shall be imposed for like offenses under similar circumstances such as the offense, length of service, quality of performance, history, past disciplinary record, etc.
  - (k) If an adverse action or proposed adverse action is not sustained and a lesser penalty is not imposed, all references to the adverse action or proposed adverse action shall be removed from the employee's official personnel folder and Academy management files.

## Section 10

### Processing Disciplinary Actions:

- a. Reprimand will be done in a timely manner, normally not more than 30 calendar days after the employer becomes aware of the incident giving rise to the action. Before a letter of reprimand is issued to an employee the supervisor will meet with the employee and inform him/her of the nature of the offense being addressed by the reprimand. The employee will be given a reasonable time to respond.
- b. A letter of reprimand, if issued, shall state the reason for which the employee is being disciplined and the employee may respond in writing to the charges contained in the reprimand. Copies of the reprimand and the response submitted by the employee will be filed on the left hand (temporary) side of the Office Personnel file (OPF) for a minimum of one year but not to exceed 3 years.

## Section 11

### Supervisory Notes:

- a. If supervisors make a personal decision to keep notes on employees, the notes will be maintained in a secure fashion and will not be circulated or reviewed outside the employee's chain of command.
- b. If any supervisor keeps a personal log containing systematic entries which could adversely affect an employee, the supervisor shall promptly inform the employee that such a log is being kept and the nature of the entries. The employee maybe shown such log entry solely at the discretion of the supervisor. Any entries used to support a disciplinary or adverse action are subject to the provisions of Section 11 c.
- c. Supervisory notes may be used to support a disciplinary or adverse action to an employee only if such notes have been shown to and initiated by the employee only if such notes have been shown to an initiated by the employee at the earliest practicable time but not later than 15 work days after such notes are made. A copy of the initiated notes will be furnished to the employee upon request.
- d. Supervisory notes may be used for only eighteen months to support a disciplinary or adverse action against an employee and retention of supervisory notes shall be consistent with the provisions of Section 9 1. And Section 10 b.

## Section 12

### Notification of Appeal Rights:

In the event the Academy issues a decision to take adverse action, in accordance with Civil Service Reform Act, the employee will be informed of his/her grievance and/or Merit Systems Protection Board (MSPB) appeal rights, if any, time limits for MSPB appeal and the fact that time limits for filling a grievance are contained in the contract. Contained in the final letter the Academy will state to the employee where information on pursuing an appeal may be obtained, including the name, location, and telephone number of the Union President and the Academy Personnel Officer.

## Section 13

### Disciplinary/ Adverse Action Appeals/ Grievances:

- a. Appeal rights before the Merit System Protection Board shall be provided to eligible employees in accordance with the provisions of the Civil Service Reform Act.
- b. Employees shall receive two (2) copies of any and all appeal submissions made by Management to the MSPB.
- c. In the presentation of a disciplinary/adverse action case before the arbitrator, Management, as the disciplinary party, shall present their position first.
- d. If upon appeal an adverse action is not sustained by the MSPB, the Academy will comply with the final orders of the MSPB.

## ARTICLE 23

### Grievance Procedure

#### Section 1

The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances. This is the exclusive procedure for resolving grievances except as provided in Section 2 and Section 3 of this Article.

#### Section 2

Definitions and Exclusions:

- a. A grievance means any complaint:
  - (1) By an employee(s) concerning any matter relating to the employment of the employee.
  - (2) By the Union concerning any matter relating to the employment of any employee(s); or
  - (3) By an employee, the Union, or Management concerning the interpretation or claim of breach of this agreement or any claimed violation, misinterpretation or misapplication of law, rule or regulation affecting conditions of employment.
  
- b. Except that it shall not include a grievance concerning:
  - (1) Any claimed violation relating to prohibited political activities (Subchapter III of Chapter 7 Title 5); or (By the Union concerning any matter relating to the employment of any employee(s); or
  - (2) Retirement, life insurance or health insurance; or.
  - (3) A suspension or removal in the interest of national security under Section 7532 of Title 5; or
  - (4) Any examination, certification or appointment; or
  - (5) The classification of any position which does not result in the reduction in grade or pay of an employee; or
  - (6) The same matter which has been raised under Unfair Labor Practice procedures.
  - (7) Decisions an incentive awards.
  - (8) Non-selection from among a group of properly ranked and certified candidates.
  - (9) Non-reappointment of a faculty member.
  - (10) Tenure determination.

### Section 3

- a. Under the Civil Service Reform Act the following actions may be filled under the statutory appeal procedure if applicable or the negotiated procedure but not both:
  - (1) Actions based on unsatisfactory performance (5 USC 4303)
  - (2) Adverse actions (5 USC 7512)
  - (3) Discrimination (5 USC 2302 (b) (1))
- b. Nothing in this Agreement shall constitute a waiver of any further appeal or review rights permissible under the Statute.
- c. An employee shall be deemed to have exercised his/her option under this Section when he/she timely initiates an action under the applicable statutory procedure or files a timely grievance in writing under the negotiated grievance procedure, whichever event occurs first. Discussions between an employee and an EEO counselor would not preclude an employee from opting to select the negotiated grievance procedure if the grievance is otherwise timely.

### Section 4

If either party considers a grievance non-grievable or non-arbitrable, the original grievance will be considered amended to include this as a threshold issue. The Agency or the Union may assert any claim of non-grievability or non-arbitrability up to but not later than 10 working days after the Step 3 decision. The basis for the claim will be stated in writing.

### Section 5

The only representation an employee may have under this procedure is a Union representative. An employee may pursue a grievance without Union representation but the adjustment shall not violate the terms of the agreement and the Union must be given an opportunity to be present at each step of the grievance procedure and all meetings between the aggrieved party and Management where the grievance is being discussed. In addition, the Union shall be given copies of all correspondence between the aggrieved party and Management concerning the grievance.

### Section 6

A reasonable amount of official time shall be allowed for a grievant to prepare for and present a grievance. If the attendance of a witness is required at any step of the grievance procedure, the witness will be given official time to attend that step.

### Section 7

The steps delineated below will be followed when a grievance is initiated.

- a. Step 1. An employee and/or the Union shall present the grievance to the immediate supervisor or Department Head or acting authority in writing within 30 calendar days of the date that the employee or the Union became aware of the act or occurrence but in no case can the Union submit a grievance later than two academic quarters from the date of the incident which led to the grievance. The basic nature of the initial grievance must be stated and may not be changed after written submission. The immediate supervisor or Department Head or acting authority will make every effort to resolve the grievance immediately but must meet with the employee within 7 working days of receipt of the written grievance and provide a written decision within 10 working days of the date of that meeting.
- b. Step 2 If the grievance is not resolved in Step 1, it shall be submitted to the Assistant Superintendent for Academic Affairs or his/her designee in writing within 7 working days of the receipt of Step 1 written decision. The submission must state the provisions of the contract which were allegedly violated, if applicable, the dates involved, and the corrective action desired. Dates may be corrected at any time so long as the initial date of filing in Step 1 was timely. New information may be added at any time through Step 3 of the grievance procedure except that if new information becomes available which was not available to either party before the end of Step 3 the grievance will be returned to Step 3 before going to arbitration. The Assistant Superintendent for Academic Affairs or acting authority will make every effort to resolve the grievance immediately but must meet with the employee and his/her representative within 7 working days of receipt of the written grievance, and provide a written decision within 10 working days of the date of that meeting.
- c. Step 3. If no settlement is reached as result of the second step, the aggrieved party of the union shall submit the grievance to the Superintendent, or designee, in writing, within 7 working days of receipt of the decision of Step 2. The Superintendent, or designee, will render a decision, in writing, to the aggrieved party and the Union within 10 working days after meeting.
- d. Step 4. If the grievance is not resolved in Step 3, the grievance may be referred to the negotiated arbitration procedure as provided in Article 24 of this Agreement.

NOTE 1. At any step of the negotiated grievance procedure, when any Management official designates someone to act on his/her behalf, that designee will have the complete authority to render a decision at that step and will render the decision. The designee will never be someone who decided the issue at any previous step.

NOTE 2. It is agreed that grievances should normally be resolved at the lowest possible level. However, there will be times when a grievance may be more appropriately initiated at the second or third step of the procedure, (e.g., when an action leading to a grievance is taken by a supervisor, Department Head, acting authority or person of higher authority, or when



the supervisor, Department Head or acting authority at his level has no authority to resolve the issue, or when the Union grieves an action of a Management official other than a Department Head). When a grievance is initiated at a higher step, the time limits for initial submission of Step 1 will apply.

NOTE 3. Management-initiated grievances shall be filled with the Union President or designee and shall constitute Step 3 of the negotiated grievance procedure. Such grievances must be filled by Management within the time limits specified in Step 1 for the Union.

## Section 8

### Accelerated Grievance Procedure:

- a. Step 1. An employee, with approval of the Union, or the Union may choose to file an accelerated grievance regarding a reduction-in-force, or removal, or reduction-in-grade based on unacceptable performance, or an adverse action. The accelerated procedure may be invoked by filing the grievance, in writing, with the Superintendent or designee, within ten (10) working days of the action being grieved. The grievance must clearly state the matter being grieved including any dates involved, the corrective action desired, and any appropriate information the grievant wishes to have considered.
- b. The Superintendent or designee will meet with the aggrieved party and his or her representative, if any, and render a decision, in writing, to the aggrieved party and the Union within ten (10) working days after receipt of the grievance.
- c. If the grievance is not resolved under the accelerated grievance procedure described above, the grievance may be referred by the Union to arbitration as provided by Article 24 of this Agreement.

## Section 9

The parties agree to process the grievance through the prescribed steps in accordance with the agreed upon time limits for each step. The time limits at any step may be extended by mutual consent of the parties.

## Section 10

Multiple grievances over the same issue may be initiated as either a group grievance or as single grievances at any time during the limit of Step 1. Grievances may be combined and decided as a single grievance at later steps of the grievance procedure by mutual consent between the Union and Management.

## Section 11

All written decisions by Management or the Union will cite the basis on which the decision was made. The Union or Management has the right under law to request from Management or the Union any and all written information, laws, rules, or regulations which were used as a basis of the decision and/or which are relevant to the grievance.

## ARTICLE 24

### Arbitration

#### Section 1

Only the Union or Management may refer and grievance that remains unresolved after the final step under the negotiated grievance procedure in Article 23 of this Agreement to binding arbitration. A notice to invoke binding arbitration shall be in writing to the opposite party. Such notice shall be made within thirty (30) calendar days after receipt of the written decision rendered in the final step of the grievance procedure.

#### Section 2

Within five (5) working days from the date of such notice to invoke binding arbitration, the moving party shall request the Federal Mediation and Conciliation Service to provide a list of seven (7) impartial persons qualified to act as arbitrators. The parties shall meet within ten (10) working days after receipt of such a list to select an arbitrator. If the parties cannot mutually agree on one of the selected arbitrators, then management and the Union will alternately strike one arbitrators name from the list of seven (7) and will then repeat this procedure until one name remains. The remaining names shall be the duly selected arbitrator. The procedure to determine who strikes the first name will be decided by a flip of a coin.

#### Section 3

In the event either party refuses to participate in the selection of an arbitrator or, in the event of inaction or undue delay on the party of either party, the other party, may, upon conclusion of the ten (10) working day period in Section 2 above, unilaterally select one of the listed arbitrators to hear the issue.

The arbitrator shall have the authority to direct that evidence and/or witness be produced if such information or testimony is necessary and relevant.

If either party refuses to participate or cooperate in the arbitration hearing, after due notice, the hearing will proceed and the arbitrator will be empowered to conduct the hearing to a conclusion and render a decision.

#### Section 4

The arbitrator's fees and expenses shall be borne equally by the parties including the cost of transcript if one is requested by the arbitrator or desired by both parties. If the arbitrator does not request a transcript and if only one of the parties desire a transcript, that party shall bear the expense of the transcript. If either party request a copy of the transcript from the paying party, the requestor will pay one half the cost. However, if a transcript is part of a submission under any appeal or other procedure, any party entitled to a copy of the submission will receive the transcript at no charge.

### Section 5

The parties will attempt to submit a joint submission of the issue(s) to the arbitrator. If the parties fail to agree on a joint submission, each party shall make separate submissions and the arbitrator shall determine the issue(s) to be heard.

### Section 6

The arbitrator will decide as a threshold issue the grievability/arbitrability of a grievance if such a question is raised in a timely manner. Absent a negative grievability/arbitrability decision, the arbitrator will then decide the grievance on its merits.

### Section 7

In the event that no questions of fact exist, the parties may by mutual consent, forego a formal hearing and present the grievance directly to the arbitrator by individual submissions. The arbitrator is empowered to make a finding and award based upon those submissions.

### Section 8

The arbitration hearing will normally be scheduled on Academy premises during the normal work week, and at a time mutually convenient to the parties and the arbitrator. If there is no mutual agreement, the arbitrator will establish the time.

### Section 9

The procedures used to conduct the arbitration hearing shall be determined by the arbitrator. Both parties shall be entitled to call and cross examine witness (es) before the arbitrator.

### Section 10

A reasonable amount of official time shall be allowed for a grievant to prepare for and be present at arbitration proceedings. If the attendance of a witness is required at the arbitration proceeding the witness will be given official time to attend.

### Section 11

The arbitrator shall not have the authority to change, alter, amend, modify, add to or delete from this Agreement. The arbitrator shall have the authority to award appropriate remedies which may include reasonable legal fees, pursuant to the provisions of Section 5596 (b) of Title 5, United States Code, as amended by Section 702 of the Civil Service Reform Act.

### Section 12

The arbitrator will be requested to render his/her decision as quickly as possible, but in any event no later than thirty (30) days after the conclusion of the hearing or receipt of written submissions if there is no hearing. The parties may mutually agree to extend this time limit.

### Section 13

In the event the parties do not understand the arbitrator's award, either party may request clarification from the arbitrator.

### Section 14

The arbitrator's award shall be binding on the parties. However, either party may file exceptions to an arbitrator's award in accordance with applicable laws and regulations.

### Section 15

The party which invoked arbitration may cancel arbitration at any time prior to the commencement of the hearing and shall provide a copy of the cancellation notice to the other party. Any cancellation fees shall be borne by the cancelling party.

## ARTICLE 25

### Duration of the Agreement

#### Section 1

This Agreement shall be effective after ratification by the Union membership and then approval by the approving official of the Maritime Administration. If the Maritime Administration does not approve or disapprove the Agreement within thirty (30) days from the date the Agreement is ratified by the Union membership, the Agreement shall take effect on the thirty first day. It shall remain in full force and effect for a period of three (3) years

#### Section 2

Either party may give written notice to the other, not more than 120 or less than 60 days prior to the expiration date, and each subsequent expiration date for the purpose of modifying, add to or renegotiating this Agreement. The notice shall be acknowledged by the other party within 15 days. Any notice given under the provisions of this Article shall be accompanied by a copy of the proposed changes.

#### Section 3

If neither party serves notice to renegotiate the Agreement, the Agreement shall be automatically renewed for a one-year period and is subject to subsequent automatic renewal for periods of one year from the anniversary of the previous expiration date. Each new one-year period shall constitute a new duration period with a new effective date and expiration date.

#### Section 4

This agreement shall terminate automatically at any time it is determined by appropriate authority that the Union is no longer entitled to exclusive recognition under governing regulation.

#### Section 5

The Federal Mediation and Conciliation Service shall be notified by the moving party 30 days prior to any action to amend, modify, or renegotiate this Agreement.

#### Section 6

The parties further agree that if during the term of this Agreement a petition is filed with the U.S. Department of Labor by the American federation of Government Employees (AGL-CIO) for a larger unit of employees or a consolidation of units for collective bargaining purposes, and such petition includes employees covered by this Agreement, this Agreement will not act as a bar to such petition.

## ARTICLE 26

### Contract Reopener

#### Section 1

This contract reopener will be utilized in the following circumstances for negotiations on those issues declared non-negotiable by Management during the negotiations of this Agreement:

- a. Management or the head of the Agency withdraws their claim of non-negotiability pursuant to 2424.6 (a) (I) FLRA rules, or
- b. The Union files a petition with the FLRA pursuant to Section 2424.3 of FLRA Rules prior to ratification of this Agreement, and
- c. The FLRA declares that the duty to bargain extends to the matter proposed to be bargained, pursuant to Section 2424.10 of FLRA Rules.

#### Section 2

Negotiations shall commence within 30 days of a decision in (a) or (c) above and agreements reached will be included as part of this agreement and will have the same duration.

#### Section 3

The above procedure does not preclude the parties from mutually agreeing to contract language which overcomes questions of non-negotiability, and withdrawing the petition from FLRA consideration.

## ARTICLE 27

### Midterm Bargaining

The Union and Management by mutual agreement may reopen negotiations on one or more articles of this Agreement, or an issue not covered by the Agreement.

## ARTICLE 28

### Distribution of the Agreement

#### Section 1

The Academy shall be responsible for reproducing this Agreement in sufficient numbers for distribution to all members of the bargaining unit, in a timely manner after the final approval of this Agreement.

#### Section 2

An approved copy of this Agreement shall be given, by the Union, to each employee represented by the Union and to new employees in the bargaining unit. Two copies will also be placed, by Management, in the Library for reference purposes.



**MAO 710-181-EFFECTIVE 11/2/89  
REVOKES 710-181 dated 7/1/88**

**SUBJECT: FACULTY POLICIES**

Section 1: Purpose	Section 9: Hours of Duty
Section 2: Personnel Covered	Section 10: Faculty Salary
Section 3 Responsibilities of Administration	Section 11: Faculty Training and Development
Section 4: Responsibilities of Faculty Members the Service	Section 12: Separations from
Section 5: Faculty Panel and Faculty Committees	Section 13: Laws and Regulations Applicable to Faculty Members
Section 6: Appointments and Promotions	Section 14: Faculty Handbook
Section 7: Reappointment	Section 15: Revocation
Section 8: Faculty Promotion and Tenure	

Section 1. Purpose:

The purpose of this order is to provide, pursuant to provisions of Public Law 96-453, 94 Stat. 1997 (October 15, 1980) (Title XIII of the Merchant Marine Act of 1936, as amended), a statement of policies applicable to faculty members of the U.S. Merchant Marine Academy.

Section 2. Personnel Covered:

This order shall be applicable to all faculty members of the U.S. Merchant Marine Academy. Faculty Members are those employees of the U.S. Merchant Marine Academy who hold the rank of Instructor, Assistant Professor, Associate Professor, or Professor, and who perform duties as lecturers, instructors, or teachers, including heads and assistant heads of the academic departments.

Section 3. Responsibilities of Administration:

3.01 The Superintendent of the U.S. Merchant Marine Academy is responsible for the overall supervision and management of the U.S. Merchant Marine Academy in accordance with applicable laws, policies, and regulations. The Superintendent is responsible for making recommendations for changes in Policies and practices, which will be in the best interest of good Management and the mission of the U.S. Merchant Marine Academy, and consistent with requirements of law; explaining to faculty members policies affecting them and for keeping them informed about such policies; and recommending or approving appointment, promotion, separation, and other personnel actions for Faculty members.

3.02 In the absence or non-availability of the Superintendent, the Assistant Superintendent for Academic Affairs will exercise all of the authorities and responsibilities of the Superintendent as set forth herein.

3.03 The Assistant Superintendent for Academic Affairs is responsible for providing faculty leadership and guidance on academic matters, carrying out provisions of established orders and regulations, and making recommendations to the Superintendent for changes in faculty policies consistent with the principles of good management and applicable laws and regulations. Subject to pertinent regulations of the Department of Transportation and Maritime Administration, the Assistant Superintendent for Academic Affairs is responsible for evaluating the education, experience, ability, and general suitability of faculty members, and applicants for such positions, and, after considering the recommendation of the

appropriate committee and department head, where applicable, recommending to the Superintendent appointment, promotion, separation, and other personnel actions for faculty members.

3.04 The head of each academic department is responsible to the Assistant Superintendent for Academic Affairs for the administration of his or her department and shall exercise the same educational and personnel responsibilities within the department as rest with the Assistant Superintendent for Academic Affairs for the faculty as a whole.

3.05 The Academy Personnel Officer and the Office of Personnel are responsible for taking appropriate action on appointments, promotions, and other personnel actions in accordance with applicable laws, regulations, personnel procedures, and delegations of authority for personnel administration as contained in Department of Transportation Order 1100.60, Departmental Personnel Manual, and Maritime Administrative Order 720-250.

#### Section 4. Responsibilities of Faculty Members:

4.01 Introduction. Faculty members at the U.S. Merchant Marine Academy are civilian employees of the United States Government as well as faculty members of an accredited collegiate institution. They are expected to carry out their duties and responsibilities in a competent manner and maintain high standards

of conduct which will reflect favorably upon the U.S. Merchant Marine Academy, the Maritime Administration, the Department of Transportation, and the United States Government. As civilian employees of the Federal Government, faculty members are subject to the policies, principles, and standards of conduct applicable to other employees of the Maritime Administration unless specifically excepted. Within the framework of such policies, principles and limitations, the Maritime Administration subscribes to the 1970 statement of principles concerning academic freedom formulated jointly by the American Association of University Professors and the American Association of Colleges, as stated in 4.03, 4.04, and 4.05. Certain research, other outside activity and financial interests are subject to prior approval in accordance with Department of Transportation Order 3700.2, "OOT Regulations on Employee Responsibilities and Conduct" and Maritime Administrative Order 770-735, "Employee Responsibilities and Conduct," as well as applicable sections of Department of Transportation Order 1210.5, "DOT Public Affairs Management Manual," Department of Transportation Order 2100.3, "Employee Inventions," and Maritime Administrative Order 770-735-1, "Employee Inventions."

4.02 Academic responsibilities. Under the direction of the Superintendent, Assistant Superintendent for Academic Affairs and department heads, faculty members have responsibility for the development and conduct of educational courses and programs, research, instruction, and academic counseling of Midshipmen. (Faculty members also share departmental and other academic responsibilities.

4.03 Research and professional development. Faculty members have a personal responsibility for continued professional growth which may be evidenced by such activities as advanced study, publication of results of research, consulting, productive activity in their professional area, and overall service to the U.S. Merchant Marine Academy. Faculty members are encouraged to make full use of available opportunities and facilities to conduct research; to write educational and professional articles and textbooks; and undertake other self-development, including attending and participating in conferences and educational activities. Faculty members are expected to keep abreast of developments in their specialized fields of education. The primary objective, as well as the governing factor of such research and professional activity during regular working hours, must be the resulting enrichment and improvement of the U.S. Merchant Marine Academy. Faculty members are encouraged to disseminate the results of their research through publication or other means, subject to applicable regulations specified in section 4.01.

4.04 Freedom in teaching. Consistent with established standards of conduct for Federal Employees, a faculty member is entitled to present and discuss relevant material in the classroom as he or she believes it to be most effective.

4.05 Private activities. When any faculty member speaks or writes as a private citizen, he or she should remember that the public may judge his or her profession and the U.S. Merchant Marine Academy by the statements made. Therefore, every effort should be made to indicate he or she is not speaking on behalf of the United States Government.

4.06 Bearing and dress. Each faculty member, whether in uniform or civilian attire, has an obligation to maintain an acceptable appearance in bearing and dress. Uniforms, when required, are prescribed by Maritime Administrative Order 750-594 and appropriate Superintendent's instructions.

Section 5. Faculty Panel and Faculty committees:

5.01 Establishment. There are hereby authorized to be established and maintained a Faculty Panel, a Faculty Personnel Committee and a Faculty Incentive Awards Committee. The members of the committees shall be drawn from the Faculty Panel as described below. The Faculty Personnel Committee shall make recommendations to the Assistant Superintendent for Academic Affairs with regard to reappointment, tenure, promotion, faculty qualification standards and waivers thereof, and waivers of academic rank and tenure limitations. The Faculty Incentive Awards Committee shall make recommendations with respect to cash and honorary awards for faculty members and sabbatical leaves.

5.02 Faculty Panel.

1 The Faculty Panel shall consist of twelve faculty members elected by the faculty as follows:

(1) Two tenured faculty members, one in the rank of professor and the other in the rank of associate professor elected by the members of each of the following departments: Engineering, Marine Transportation, Mathematics and Science, Humanities, and Athletics and Physical Education.

(2) Two tenured professors elected on a faculty-wide basis without regard to departmental affiliation.

2 Each faculty member with a minimum of one full academic year of service at the U.S. Merchant Marine Academy, except a faculty member serving under a temporary appointment, shall be entitled to one vote for each panel vacancy to be filled within his or her department, and for each professor panel vacancy to be filled on a faculty-wide basis.

3 If a department has an insufficient number of tenured professors to meet the requirement set forth in (1) above, a tenured associate professor may be elected as a substitute.

4 Membership on the Faculty Panel shall be for a term of three years and no elected member shall serve consecutively beyond one three-year term. A set of staggered terms will be used for the initial establishment of the panel as follows:

<u>Term</u>	<u>Departmental Representative</u>
3 Years	Marine Transportation - 1 Professor Engineering - 1 Associate Professor Mathematics & Science - 1 Professor Humanities - 1 Associate Professor Athletics & Physical Education - 1 Associate Professor Faculty-wide - 1 Professor
2 Years	Marine Transportation - 1 Associate Professor Engineering - 1 Professor Mathematics & Science - 1 Associate Professor Humanities - 1 Professor Athletics & Physical Education - 1 Professor Faculty-wide - 1 Professor

5 In the event that there are insufficient tenured faculty members of appropriate rank to meet the limitation on more than one consecutive three-year term set forth in 4 above, that limitation shall be waived.

### 5.03 Membership of Faculty Personnel Committee and Faculty Incentive Awards Committee.

1 At the beginning of each academic year the Assistant Superintendent for Academic Affairs shall appoint five members of the Faculty Panel to serve as the Faculty Personnel Committee.

(1) Each academic department shall have one faculty representative on the committee.

(2) At least three members of the committee will be full professors who were elected by their respective departments.

2 The two professor members of the Faculty Panel who were elected by the collective (faculty will be appointed as alternate members of the Faculty Personnel Committee.

(1) The alternates will replace the associate professor members of the committee when the committee is evaluating faculty members for promotion to the rank of professor and when professors are being considered for reappointment, tenure, or removal for cause.

(2) The alternates may also be appointed to replace other members of the committee who might be unavailable for service on the committee due to unavoidable long absences.

3 The remaining five members of the Faculty Panel will be appointed to the Faculty Incentive Awards Committee.

### 5.04 Functions of the Faculty Personnel Committee.

1 The Faculty Personnel Committee shall evaluate all faculty members being considered for reappointment, tenure or promotion, and removal for cause as requested, and submit its recommendations, in writing, to the Assistant Superintendent for Academic Affairs. Candidates recommended for tenure or promotion shall be listed in rank order of merit. Minority reports may also be submitted.

2 The committee shall make recommendations concerning waivers of qualification standards for promotion and tenure in cases which are referred to the committee by the Assistant Superintendent for Academic Affairs with the concurrence of the Superintendent.

3 When appropriate, the committee shall make recommendations to the Assistant Superintendent for Academic Affairs concerning waivers of academic rank and/or tenure limitations.

4 Periodically, or when so requested by the Superintendent or Assistant Superintendent for Academic Affairs, the Faculty Personnel Committee shall review the faculty qualification standards and submit recommendations for revision of those standards to the Superintendent, via the Assistant Superintendent for Academic Affairs.

5 Committee recommendations shall be determined by affirmative vote of a simple majority of the members present, with all five members constituting a quorum, provided that only full professors shall be eligible to vote on actions involving promotion to full professor, or tenure or reappointment of a full professor, or removal for cause. All five full professors must be present to constitute a quorum.

6 Upon timely request from a faculty member per section 12.04 of this order, the Faculty Personnel Committee will conduct a review of a proposed removal for cause and prepare its recommendations for submission to the deciding official via the Assistant Superintendent for Academic Affairs.

### 5.05 Functions of the Faculty Incentive Awards Committee.

1 The Faculty Incentive Awards Committee shall perform the functions, with respect to cash and honorary awards for faculty only, as described in Maritime Administrative Order 740-451.

- 2 The committee will consider recommendations from the department heads and from the Assistant Superintendent for Academic Affairs and may initiate recommendations for cash and honorary awards for faculty members based upon special or meritorious accomplishments or other valuable contributions to the mission of the U.S. Merchant Marine Academy, the Maritime Administration and the Department of Transportation.
- 3 The Committee shall review sabbatical leave requests referred to it by the Assistant Superintendent for Academic Affairs and submit recommendations to the Assistant Superintendent for Academic Affairs. Candidates recommended for sabbaticals shall be listed in rank order of merit by the committee.
- 4 Committee recommendations shall be determined by affirmative vote of a simple majority of the members present with four members constituting a quorum.
- 5 At least one annual meeting of the committee must be held at a time or at times specified by the Assistant Superintendent for Academic Affairs.

5.06 Miscellaneous. Each committee described in this section is an administrative body reporting to the U.S. Merchant Marine Academy management.

- 1 All deliberations, reports and recommendations of the committees shall be administratively confidential and the contents of deliberations, reports and recommendations shall not be divulged or released except to the Assistant Superintendent for Academic Affairs, or Superintendent. Faculty members concerned shall receive a copy of each recommendation by appropriate authorities as specified in this order.
- 2 Unauthorized release of information described in 1 above may result in disciplinary action.
- 3 The committee chairpersons shall be kept informed by the Assistant Superintendent for Academic Affairs of the current status of committee recommendations and the chairperson shall inform members of the committee.
- 4 The Academy Personnel Officer will provide technical guidance and assistance to each committee as necessary.

#### Section 6. Appointments and Promotions:

6.01 Authority. Members of the faculty covered by this order are excepted from the competitive civil service under schedule A, section 213.3114(h)(10) of the Civil Service Regulations. Appointments made under this authority are called "excepted appointments." Appointments, promotions, and other personnel actions involving faculty members must conform with the provisions of this order and with appropriate Office of Personnel Management regulations applicable to appointments under schedule A, rather than to competitive civil service procedures.

#### 6.02 General Requirements.

- 1 Appointments and promotions are contingent upon the availability of appropriated funds and personnel ceilings and the decision of the Superintendent to utilize such resources for appointment or promotion of faculty members.
- 2 When an appointment or promotion is to be made, except as may authorized by law, the best qualified individual shall be selected based solely on merit, fitness and qualifications without regard to race, color, religion, national origin, marital status, sex, age, physical handicap (which does not interfere with the performance of duties of the position), political affiliation, employee organization affiliation or personal favoritism.
- 3 Limitations. The distribution of the faculty by academic rank, excluding department heads and assistant department heads, normally shall be within the following limits:

(1) The total number of professors in each department normally shall not exceed one-half of the department's total faculty.

(2) The total number of professors and associate professors in each department normally shall not exceed two-thirds of the department's total faculty.

4 Qualifications. Appointments and promotion of faculty members, including department heads and assistant department heads, shall be in accordance with qualification standards required for each faculty rank. Such standards are published by the Office of Personnel, Maritime Administration, based on recommendations submitted by the Superintendent. Each applicant for appointment or promotion must meet the requirements of this order and the appropriate qualification standards not later than the effective date of his or her appointment or promotion.

5 Effective date.

(1) Appointments shall normally be effective at the beginning of the first pay period of the academic year, but may be effective on other dates as circumstances require.

(2) Promotions to a higher rank shall normally be effective at the beginning of the first pay period of the next academic year.

6.03 Exceptions. Upon recommendation of the Superintendent and approval by the Director, Office of Personnel, Maritime Administration, criteria for appointment and promotion may be waived in exceptional or meritorious cases when it is determined that applying said criteria would operate to the disadvantage of the U.S. Merchant Marine Academy.

6.04 Appointment of Faculty Members, other than Department Heads.

1 Temporary Appointments are excepted appointments for specific periods of one year or less, either on a full-time, part-time or intermittent basis. Such appointments normally are not "tenure-track" appointments.

2 Term Appointments re excepted appointments for specified time periods, normally two years. Such appointments normally are "tenure track" appointments.

3 Tenure Appointments are excepted appointments without time limitation. These are permanent appointments.

6.05 Appointment of Department Heads.

1 General. Department heads shall be appointed for an initial period of three years and may be reappointed for an additional three-year term upon the recommendation of the Assistant Superintendent for Academic Affairs and approval of the Superintendent. The incumbent may be reappointed for an additional period of time after the sixth year as department head, provided that he or she is granted a tenure appointment as a faculty member pursuant to the provisions of this order.

2 Tenure Appointment. A department head shall be evaluated for a tenure appointment in his or her academic rank by the Faculty Personnel Committee in accordance with the provisions of this order.

3 Non-reappointment. In the event that an incumbent is not reappointed as a department head, and has not been granted tenure, he or she may be reappointed within the department, in his or her current academic rank, upon the recommendation of the Assistant Superintendent for Academic Affairs and approval of the Superintendent. Time served as department head will count toward the time eligibility requirements and limitations for tenure. An incumbent who is not reappointed as a "department head, but who has been granted tenure, shall be retained at the appropriate academic rank in his or her department.

6.06 Appointment Procedure.

1 When an initial appointment, either term or temporary, is to be made to the faculty, the Assistant Superintendent for Academic Affairs shall appoint an Ad Hoc Committee consisting of three faculty members, as follows:

(1) The head of the department in which the vacancy exists, who shall serve as chairperson. If the vacancy is for a department head see 6.06 5 below.)

(2) Two tenured faculty members. To the maximum extent practicable, at least one of the faculty members shall be in the same academic discipline area as the candidate being recruited.

(3) The Academy Personnel Officer shall provide technical guidance and assistance to the committee as necessary.

2 The Ad Hoc Committee shall:

(1) Assure that recruitment is sufficiently broad to provide an adequate number of highly qualified candidates for consideration.

(2) Evaluate the qualifications and experience of all available candidates in accordance with the regulations and orders of the Office of Personnel Management, Department of Transportation and Maritime Administration, prepare a list of qualified candidates, and conduct personal interviews as required.

(3) Report on the candidates in rank order of merit and recommend the best available candidate to the Assistant Superintendent for Academic Affairs.

3 The Assistant Superintendent for Academic Affairs, after receiving the recommendations of the Ad Hoc Committee and considering all available data, shall submit a recommendation, together with the committee's, to the Superintendent. If the Superintendent approves the selection, the appointment shall be submitted to the Office of Personnel, Maritime Administration, for processing and approval as required by MAO 720-250.

4 Upon approval of a faculty appointment by the Office of Personnel, a new faculty member shall be advised in writing by the Assistant Superintendent for Academic Affairs of the terms and conditions of appointment including the following:

(1) Type of appointment

(2) Academic rank

(3) Effective date

(4) Termination date

(5) Starting salary and salary step

(6) Any waivers or special conditions which must be satisfied for reappointment/tenure

(7) U.S. Maritime Service rank, if applicable, and eligibility for a uniform allowance.

The new appointee shall sign a copy of the appointment letter and return it to the Assistant Superintendent for Academic Affairs to indicate acceptance of the appointment.

5 In the event the vacancy is for a department head, the Ad Hoc Committee shall be appointed by the Superintendent as follows:

(1) Normally, the committee shall consist of the Assistant Superintendent for Academic Affairs, who shall serve as Chairperson, two faculty members appointed by the Superintendent, and two faculty members elected by the faculty of the department concerned.

(2) At least one of the elected faculty members and one of the appointed faculty members shall be tenured. Committee members shall be permitted to come from outside the department concerned.

(3) The committee's responsibilities shall be the same as set forth above in 6.06 2, except its report and recommendation shall be submitted to the Superintendent.

## Section 7. Reappointment:

7.01 Annually, normally not later than October 1, department heads shall submit recommendations to the Faculty Personnel Committee concerning the reappointment of faculty members whose appointments will expire at the end of the academic year. Each recommendation shall be accompanied by an up-to-date dossier submitted by the faculty member concerned.

7.02 The Faculty Personnel Committee shall evaluate each faculty member under consideration for reappointment taking into account the individual's qualifications and performance, the department head's recommendation, and all other relevant information. The committee shall interview the faculty member, and the department head and, at its discretion, may also interview other faculty members.

7.03 Committee recommendations shall be determined by affirmative vote of a simple majority of the members present, with all five members constituting a quorum, provided that only full professors shall be eligible to vote on action " involving reappointment of a full professor, and all five full professors must be present to constitute a quorum.

7.04 Upon completion of the evaluation process, the committee shall submit its recommendations for reappointment to the Assistant Superintendent for Academic Affairs normally not later than seven months prior to the expiration of the current appointment. The recommendation shall state why the candidate is considered suitable or unsuitable for reappointment and the vote of the committee.

7.05 The Assistant Superintendent for Academic Affairs shall review the Committee's recommendations and shall forward the candidate's dossier with his or her own recommendations, together with those of the committee and the department head to the Superintendent for decision, subject to approval by the Office of Personnel.

7.06 Each candidate for reappointment shall be advised in writing of the Superintendent's final decision.

7.07 If denied reappointment by the Superintendent, a faculty member shall be informed of the reason.

7.08 Upon approval of reappointment by the Office of Personnel as recommended by the Superintendent, a faculty member shall be advised in writing by the Assistant Superintendent for Academic Affairs of the terms and conditions of the reappointment. The reappointment letter shall contain the same information prescribed in 6.06 4.

## Section 8. Faculty Promotion and Tenure:

8.01 Eligibility. Faculty members who meet the minimum qualification requirements for either tenure or promotion to the next higher academic rank, or who will meet the requirements prior to the date that such action would become effective, are eligible for consideration for either tenure or promotion.

- 1 The minimum qualification requirements for such actions are those set forth in the Qualification Standards for Faculty Appointment and Promotion published by the Office of Personnel, Maritime Administration.
- 2 Faculty members seeking tenure appointment must also meet the following requirements: (1) Must be serving under a limited term appointment.
  - (2) Must have completed four academic years of service at the U.S. Merchant Marine Academy under term or full-time temporary appointments or a combination thereof. Total years of service as a faculty member under term or full-time temporary appointments or a combination thereof shall not exceed six years.
  - (3) Must have demonstrated significant accomplishments, performance and ability under the primary criteria of the faculty qualification standards.
  - (4) Must have made significant contributions to the mission and operation of the U.S. Merchant Marine Academy.



(5) Must be serving at the assistant professor rank or higher.

3 To be eligible for promotion, in addition to meeting the minimum qualification standards referred to in 8.01 1 above, and the requirements listed in 8.01 2(1), (3), and (4), an untenured faculty member must be serving; at least in the third full academic year under term appointment.

4 In an exceptional case involving a faculty member who does not meet the minimum eligibility standards for promotion or tenure, the Assistant Superintendent for Academic Affairs, with the concurrence of the Superintendent, may refer the case to the Faculty Personnel Committee for its consideration. The committee shall consider the question of waiver concurrently with its evaluation for promotion or tenure.

8.02 Denial of Tenure. A faculty member denied tenure at the end of the fourth year of service may be reappointed for an additional limited term of one year or two years, and shall be given an opportunity to be considered again before expiration of the additional term. A faculty member denied tenure a second time shall be separated at the end of the additional term appointment. No faculty member shall be reappointed after six years of service unless he or she has been granted tenure.

### 8.03 Tenure and Promotion Evaluation Procedures.

1 Consideration of faculty members for tenure and promotions shall take place annually.

2 Normally, not later than the Tuesday following Labor Day, faculty members will be notified that applications for promotion and tenure and complete dossiers must be submitted to the Faculty Personnel Committee by October 1.

3 The Academy Personnel Officer will review each application against the appropriate qualification requirements set forth in 8.01 above to determine which faculty members are eligible for consideration. The Academy Personnel Officer shall notify the committee of the names of eligible faculty members, normally not later than October 10. Faculty members found not eligible for consideration shall be notified at the same time, in writing, and told the reasons for the finding of ineligibility.

4 Department heads shall be requested to submit their evaluation and recommendation concerning each eligible candidate to the committee, normally not later than November 1. The department head shall provide a copy of his or her recommendation to the faculty member concerned.

5 The committee shall evaluate each eligible candidate taking into account the department head's evaluation, the criteria set forth in the Qualification Standards and all other relevant information. The committee shall interview each eligible candidate and his or her department head, and may interview other faculty members.

6 Committee recommendations shall be determined by affirmative vote of a simple majority of the members present, with five members constituting a quorum. Only full professors shall be eligible to vote on actions involving promotion to full professor or tenure consideration of a full professor, and five full professors must be present to constitute a quorum.

7 Upon completion of its evaluation process, the committee shall submit its recommendations for promotion and tenure, along with the applications and dossiers, to the Assistant Superintendent for Academic Affairs. Recommendations for promotion shall be submitted normally not later than the last business day in February. Recommendations for tenure shall be submitted normally not later than December 15. The recommendations shall state the reason why the candidates are or are not recommended and shall include the vote of the committee. All recommendations are purely advisory. The committee shall provide a copy of its recommendation to the faculty member concerned.

8 The Assistant Superintendent for Academic Affairs shall review the Committee's recommendations and forward each candidate's application and dossier, his or her own recommendation, and the committee's and the department head's recommendations to the Superintendent for decision. The Assistant Superintendent for Academic Affairs shall provide a copy of his or her recommendation to the faculty member concerned.

9 Each eligible candidate for promotion or tenure shall be advised in writing of the Superintendent's final decision. Eligible candidates for promotion shall be advised normally not later than April 15. Eligible candidates for tenure shall be advised normally not later than February 15. An individual denied tenure or promotion shall be informed of the reason.

8.04 When a faculty member holding a tenure, appointment accepts an appointment of specified duration in an administrative position with the U.S. Merchant Marine Academy, he or she may be given reemployment rights as a faculty member with tenure. In such case, the time spent in the administrative post shall be counted for step increases within academic rank and may be considered as time in rank for promotion.

8.05 A person who previously acquired tenure as a faculty member of the U.S. Merchant Marine Academy may be reemployed as a faculty member with tenure provided other applicable requirements are met.

8.06 Tenure Limitation. The number of tenured faculty members normally should not exceed 80 percent of the total faculty.

8.07 Professor Emeritus.

1 General. The Maritime Administrator may confer the honorary title of professor emeritus upon a retired faculty member in the rank of professor who has rendered distinguished service to the U.S. Merchant Marine Academy.

2 Designation Procedures. To be designated professor emeritus, a retired faculty member shall be recommended by the department head, via the Assistant Superintendent for Academic Affairs, to the Superintendent. In the case of a retired department head, the Assistant Superintendent for Academic Affairs shall initiate the recommendation. Before making a recommendation to the Superintendent, the Assistant Superintendent for Academic Affairs shall solicit advice from the Faculty Personnel Committee. The Superintendent shall submit a recommendation to the Maritime Administrator who, if in agreement, shall confer the title on the individual concerned.

3 Privileges. In addition to the privileges afforded all retired faculty members, a professor emeritus shall be accorded the following:

(1) When determined to be feasible, office space in the appropriate department.

(2) Full library privileges.

(3) Inclusion of name on department rosters and in the catalog.

(4) The leading position in the faculty procession at commencement exercises.

(5) Membership in the Officers' Club, in accordance with the club bylaws.

(6) An appropriate honorarium when invited to give lectures.

(7) Faculty rate for tickets to athletic events and other campus activities.

#### Section. 9. Hours of Duty:

9.01 Faculty members are subject to provisions of Maritime Administrative Order 760-610 concerning hours of duty. During working hours, when not engaged in actual teaching, office hours, committee work or other assigned tasks, faculty members may engage in course and lecture preparations, research, professional development and other related activities. Normally, such activities are to be performed on U.S. Merchant Marine Academy premises but may be performed elsewhere if a valid reason is given by the faculty member and when approved in advance by the faculty member's department head or higher authority. Such approval will normally be valid for the duration of the work project or for a

specific period of time appropriate to the nature of the work being performed. If the request is disapproved a valid reason will be given.

9.02 Faculty members who are employed for less than full-time work should have a regular part-time tour of duty established when specific recurring hours of duty can be scheduled. When it is not practicable to establish a regular tour of duty of specified hours on a continuing basis, intermittent employment may be authorized on an occasional or irregular basis without regularly scheduled hours of duty.

### 9.03 Faculty Teaching Loads.

- 1 Faculty teaching loads shall be expressed in total weekly load hours. One load hour is defined as one scheduled 50-minute lecture period per week. Teaching assignments, and teaching loads, shall be made by department heads after consultation with the faculty member involved and approval by the Assistant Superintendent for Academic Affairs.
- 2 Faculty teaching loads should not exceed twelve load hours and should not involve more than three separate course preparations in any academic quarter. This means that the average teaching load for any faculty member over an academic year should not exceed twelve hours. For this purpose, 1 ½ laboratory hours shall be counted as the equivalent of one load hour. However, if a faculty member teaches laboratory courses only, and does not prepare and grade written examinations or grade laboratory reports as part of his or her assigned duties, up to 21 laboratory hours may be assigned. To the extent practicable, efforts will be made to avoid assignment of a 21-hour load.
- 3 In assigning individual teaching loads, due regard shall be given to such factors as the total number of preparations required per week; sea project preparation and evaluation; whether a faculty member is introducing a new course or repeating an old one; the difference in scope and/or difficulty of the course or courses being taught; class size; average teaching load over the full academic year; emergency conditions; budgetary limitations; and personnel ceilings. Subject to such considerations, load hour equivalents may be granted for approved research activities, remedial instruction, supervision of laboratories and continuing education, and special assignments.
- 4 In addition to the scheduled load hours, teaching duties include work preparation and equipment preparation required for conducting laboratory or lecture courses, administration of tests and examinations, grading, student evaluation, and the scheduling of at least one office hour per week for appointments with members of each section assigned, at an hour during which the section has no other assigned classes. Further, a faculty member is required to attend departmental meetings and faculty meetings and is expected to serve on faculty committees to which appointed or elected.

### Section 10 - Faculty Salary:

10.01 Authority. Under authority of section 1308(d) of the Merchant Marine Act of 1936, as amended, (46 App. U.S.C 1295g(d)), members of the faculty who are subject to this order are compensated according to a faculty salary schedule approved by the Associate Administrator for Administration, Maritime Administration. Each faculty member shall receive compensation according to his or her assigned academic rank and the provisions of this section. Provisions of 5 U.S.C. 5504 govern the computation of biweekly salaries of faculty members, except as otherwise specifically provided by law.

10.02 Faculty Salary Schedule. The U.S. Merchant Marine Academy faculty salary schedule shall be the same as the U.S. Naval Academy faculty salary schedule of January 3, 1988, for the ranks of Instructor through Professor (Steps 1-66), with the exception of the first six steps of the Professor Scale (Steps 25-30).

10.03 Cost of Living Increases. Government-wide cost of living increases applied to the U.S. Naval Academy faculty salary schedule shall be applicable to the U.S. Merchant Marine Academy faculty salary schedule.

### 10.04 Salary Step Increases.

1 Each faculty member shall be granted a one salary step increase annually provided the faculty member:

(1) Is serving under other than a temporary appointment of one year or less;

(2) Will have completed the preceding academic year as a faculty member at the U.S. Merchant Marine Academy as defined in this order. (Persons entering on duty after the beginning of the academic year or who are in a non-pay status during the academic year are ineligible for a step increase for that academic year unless the individual participated in the Academy's return-to sea program or other Academy mission-oriented program);

(3) Has a performance rating of fully successful or better; and,

(4) Meets the acceptable level of competence required for the position and is so certified by his or her department head and the Assistant Superintendent for Academic Affairs, or in the case of department heads, by the Assistant Superintendent for Academic Affairs and the Superintendent.

2 An acceptable level of competence is determined based on the requirements set forth in the Performance Management System issued by the Maritime Administration.

#### 10.05 Salary Policies for Certain Personnel Actions.

1 On Initial Appointment. A faculty member shall be appointed initially at the lowest salary step of his or her academic rank unless an advanced in-hiring rate has been authorized in accordance with section 10.06, except that his or her salary may be based on his or her highest previous Federal salary rate under the policy stated in paragraph 3 of this section. No faculty applicant shall be promised or led to believe that he or she may receive higher than the minimum salary step of the rank for which he or she is being considered, unless prior approval of a higher salary step has been obtained.

2 On Promotion. On promotion to a higher rank, a faculty member will be advanced three steps on the faculty salary schedule or to the lowest step of the higher rank, whichever is greater, in addition to any annual step increase to which otherwise entitled.

3 On Reemployment:

(1) On Reemployment in Federal Service. A present or former employee appointed to a faculty position may be paid at any step rate of the academic rank above the first step, which does not exceed his or her highest previous rate of basic compensation in the Federal service which is creditable as the "highest previous rate" under Civil Service Regulation 531.202, after making allowances for any subsequent upward adjustment in such pay rate by law or regulation. If this adjusted highest Federal pay rate falls between two salary rates of the academic rank to which the faculty member is appointed, his or her compensation may be fixed at the higher of the two rates. If such rate exceeds the maximum rate for the academic rank, he or she may be paid the maximum rate for such rank.

(2) On Reemployment After Military Service. A faculty member, serving under a tenure appointment and who is entitled to restoration rights after military service, shall be reemployed (1) at the academic rank, he or she left to enter military service, at a salary rate which includes any step increases granted to him or her during his or her absence, or (2) if promoted while in the military service to a higher academic rank, at a salary rate which includes any step increases granted during the period between the date of promotion and restoration to duty.

(3) On Reemployment After Service in other Than Faculty Position in the Department or Elsewhere. A faculty member who left or leaves a position to accept other employment and who was granted reemployment rights, upon exercise of those reemployment rights within time limits specified in writing at the time he or she left, shall be entitled to the salary step rate in the academic rank which he or she would have been receiving if he or she had rendered continuous, satisfactory service in his or her former faculty position or any faculty position to which promoted in absentia.

(4) After Service As Department Head. Pursuant to section 6.05, in the event that an incumbent who is a professor is not reappointed as a department head and is retained as a professor, he or she shall receive a salary step on the salary schedule for professors which would have been received if he or she remained as a department head. If a faculty member other than a professor is not reappointed to a department head position and is retained in his or her academic rank, he or she shall receive a salary equivalent to that which would have been received but for the appointment as a department head.

#### 10.06 Advanced In-Hiring Rate.

- 1 In meritorious cases the initial salary of a faculty member may be fixed above the minimum step of the rank. Before a request for an advanced in-hiring rate is made, the recommending officials should assure that adequate attention has been given to relevant factors other than salary, such as the conduct of an adequate recruiting program, benefits to be gained from paying a higher rate, the effect of a higher rate on present faculty members in the same discipline, and pay relationships with faculty members in other disciplines. The request for approval of a rate of compensation above the entrance rate must be justified in writing based primarily on shortage of candidates, high or unique qualifications or special needs in accordance with 10.06 2 below.
- 2 Each recommendation for an advanced in-hiring rate shall be prepared in writing by the department head and the Assistant Superintendent for Academic Affairs and shall include the following:
  - (1) An SF-52 "Request for Personnel Action;" SF-171 "Application for Federal Employment," showing the candidate's present salary and the lowest salary the candidate will accept; the report of the Ad Hoc Committee; and other supporting documents.
  - (2) Information concerning the subjects to be taught.
  - (3) A statement as to whether there is or is not a shortage of candidates in the subject matter field including the extensive recruiting efforts made and reasons why the recommended candidate is considered superior to other candidates.
  - (4) A statement of the superior or unique qualifications of the proposed appointee or special need of the U.S. Merchant Marine Academy for his or her services, if applicable, stating how the individual exceeds the qualification standards for the position.
  - (5) The relationship of the proposed appointee's qualifications and proposed salary to those of present faculty members in the same academic discipline and rank listing those with a lower rate of compensation.
- 3 Upon recommendation by the Assistant Superintendent for Academic Affairs, the Superintendent is authorized to approve advanced in-hiring rates. 10.07 Premium Compensation. Faculty members are expected to perform their customary academic duties within their basic 40-hour workweek, for which their regular per annum compensation is payable. However, when a faculty member is temporarily assigned or detailed to other than customary academic duties and responsibilities requiring overtime, compensation may be authorized in accordance with the provisions of Maritime Administrative Order 760-610. Payment, when authorized, shall be computed in accordance with provisions of Maritime Administrative Order 760-610.

#### Section 11. Faculty Training and Development:

11.01 Faculty development, education and training, and payment of travel, subsistence, or other expenses in connection with attendance at meetings, seminars and symposiums shall be in accordance with the policies and procedures set forth in Maritime Administrative Order 740-410, "Training."

11.02 Tenured faculty members may be granted a sabbatical for the purposes of scholarly or creative endeavors which will enhance professional competence and contribute to the improvement of the U.S. Merchant Marine Academy's educational program or otherwise further its mission.

11.03 Leave without pay (leave of absence) for study, research, travel, teaching, sailing on a U.S. Coast Guard license, or other experience may be granted when such leave would result in increased job ability which is expected to result in improvement in the education offered by the U.S. Merchant Marine Academy and the faculty member agrees to return to the U.S. Merchant Marine Academy at the end of the leave period.

- 1 A faculty member who is granted leave without pay for purposes of training, such as sailing on his or her Coast Guard license and updating seagoing experience, technical knowledge, and skill, will have such time credited toward the requirement for a salary step increase.
- 2 Pursuant to current OPM regulations, credit toward civil service retirement is granted for all leave without pay which does not exceed six months in the aggregate in any calendar year.
- 3 Pursuant to current OPM regulations, Federal employee life insurance continues without cost to the employee while he or she is in a non-pay status for up to 365 days.
- 4 Pursuant to current OPM regulations, an enrollment in a Federal health insurance plan continues without salary withholdings from the employee for a period not to exceed 40 hours in a non-pay status. The regular employee contribution is necessary after this period.

## Section 12. Separations from the Service:

12.01 Non-reappointment. Subject to the provisions of this order and other applicable laws and regulations, the Superintendent has the responsibility for deciding if a faculty member's temporary or term appointment will not be renewed. A faculty member shall be notified, in writing, of non-renewal of appointment by the Assistant Superintendent for Academic Affairs, in accordance with the following schedule:

1 A Temporary Appointment terminates on the date specified on the appointment action. No other notification is required.

2 Term Appointments. If a faculty member will be terminated at the end of a term appointment, to extent practicable, written notice of non-reappointment shall be given not less than six months in advance of the termination date.

A faculty member shall be given the reason for non-reappointment, in writing.

If a faculty member has veteran preference and has completed one year of current continuous employment as a faculty member in the excepted civil service, notices of non-reappointment and termination, and subsequent procedures, shall conform with the provision of 5 U.S.C. chapter 75.

12.02 Reduction in Force. A reduction in faculty may be required as a result of a lack of work, shortage of funds, insufficient personnel ceiling, reorganization, the exercise of reemployment rights or restoration rights, or the reclassification of an employee's position due to erosion of duties. In such event, notification and other procedures shall be in accordance with law, rules and regulations, and negotiated provisions of an applicable collective bargaining agreement.

12.03 Resignation and Retirement. Although faculty members may resign or retire voluntarily at any time, to the extent practicable at least six months written advance notice is expected and such separations should normally be arranged to become effective at the end of an academic year.

12.04 Separation for Cause. Separations for cause shall conform to the procedures required by law, rules, regulations, this order, and the negotiated provisions of the collective bargaining agreement.

- 1 If a faculty member receives a proposal to remove him/her for cause, the faculty member may request a review before the Faculty Personnel Committee. (See section 5.04 of this order.) The faculty member must request such a

review, in writing, not later than five calendar days after receipt of the removal proposal. The request must be made to the Assistant Superintendent for Academic Affairs. Use of this review procedure does not preclude the faculty member from following the procedures in statute or collective bargaining agreement for providing an answer to the removal proposal to the deciding official. Committee recommendations concerning removal shall be submitted in writing to the Assistant Superintendent for Academic Affairs within twelve working days of receipt of the faculty member's request for a review.

Section 13. Laws and Regulations Applicable to Faculty Members:

Section 1308(d) of the Merchant Marine Act of 1936, as amended, (46 App. U.S.C. 1295g (d) provides that faculty members shall be subject to laws of general applicability to civilian employees of the United States except as specifically authorized by section 1308(d) or other provisions of law. Therefore, faculty members are subject to the provisions of this order and to all other Maritime Administration and Department of Transportation orders pertaining to civilian employees unless specifically excluded from coverage. Thus, faculty members are subject to civil service provisions which pertain to such matters as veteran preference, performance ratings, annual and sick leave, health benefits, retirement, life insurance and incentive awards.

Section 14. Faculty Handbook:

There is hereby authorized to be established a Faculty Handbook in accordance with Maritime Administrative Order 200-1. The handbook may contain information relating to approved policies, procedures, and regulations applicable to faculty members as defined in this order. In addition, rules for the conduct of faculty meetings may be included. However, the handbook shall be in accord with the provisions of this order and other applicable regulations and shall not be used as a means for establishing policy.

[Redacted Signature]

Maritime Administrator

**MAO 710-181-AMENDMENT 1**  
**EFFECTIVE 7/23/91**

**SUBJECT: FACULTY POLICIES**

The purpose of this amendment is to further delineate the eligibility factors of faculty members for salary step increases. Accordingly, section 10.04 1 (2) Salary Step Increases is revised to read as follows:

(2) Will have completed the preceding academic year as a faculty member at the U.S. Merchant Marine Academy as defined in this order. Persons entering on duty after the beginning of the academic year or who are in a non-pay status during the academic year are ineligible for a step increase for that academic year unless the non-pay status was a result of any of the following: the individual participated in the Academy's return-to-sea program or other approved activity, furlough of 80 hours or less, or lapse of appropriations. (A furlough in excess of the allowable amount shall extend the waiting period by the excess time in a non-pay status.)

  
Maritime Administrator



**MAO 710-181-AMENDMENT 2**  
**EFFECTIVE 1/22/94**

**SUBJECT: FACULTY POLICIES**

The purpose of this amendment is to prescribe merit increase requirements for academic department heads. Accordingly, the basic order is amended by adding a new subsection 10.05 as follows:

10.05 Academic Department Head Merit Increases.

- 1 Department heads eligible for an annual salary increase may be granted one or two additional salary steps annually based on merit as evidenced by significant accomplishments, under (each of) the primary criteria set forth in section 2.1 of the Qualifications Standards for Faculty Appointment and Promotion, and outstanding ratings for each of the critical elements in the department head's performance appraisal plan.
- 2 A written recommendation for a merit increase of one or two additional salary steps shall be initiated by the Assistant Superintendent for Academic Affairs when the latter considers that such an increase is warranted. The recommendation shall be submitted to the Superintendent, who shall make the final decision.
- 3 Department heads who receive a two-step merit increase are not eligible to receive a cash performance award for the same appraisal period; those who receive a one-step merit increase may receive a cash performance award not to exceed 2 percent of their base salary.

Pen and Ink Changes:

Renumber existing subsections 10.05 through 10.07 as 10.06 through 10.08; and then make the following changes:

<u>Page</u>	<u>Sec/Para</u>	<u>Line</u>	<u>Action</u>
17	10.06 1	4	Change 10.06 to read 10.07
18	10.07 1	12	Change 10.06 2 to read 10.07 2

  
Maritime Administrator

**MAO 710-181-AMENDMENT 4**  
**EFFECTIVE 3/25/96**  
*(Revokes MAO-710-181 Amendment 3 dated 5/3/94)*

**SUBJECT: FACULTY POLICIES**

The purpose of this amendment is to prescribe merit increase requirements for Assistant Academic Deans as well as Academic Department Heads. Accordingly, the basic order is amended to read as follows:

10.05 Assistant Academic Dean and Academic Department Head Merit Increases:

1. Assistant Academic Deans and Academic Department Heads eligible for an annual salary increase may be granted one or two steps annually based on merit as evidenced by significant accomplishments under the primary criteria set forth in section 2.1 of the Qualifications Standards for Faculty Appointment and Promotion and a summary rating, of outstanding (level 5) on the Assistant Academic Dean's or Department Head's annual performance appraisal.
2. A written recommendation for a merit increase of one or two additional salary steps shall be initiated by the Assistant Superintendent for Academic Affairs when the latter considers that such an increase is warranted. The recommendation shall be submitted to the Superintendent for final decision.
3. Assistant Academic Deans and Department Heads who receive a two-step merit increase are not eligible to receive a cash performance award for the same appraisal period; those who receive a one-step merit increase may receive a cash performance award not to exceed 2 percent of their base salary.

  
Maritime Administrator


**MAO 710-181-AMENDMENT 5  
EFFECTIVE 3/30/98**

**SUBJECT: FACULTY POLICIES**

This amendment revises the existing salary policies on reemployment after service as a department head. Added are associate professors and assistant professors and for faculty members other than professors provision concerning services for six consecutive years as a department head.

Accordingly, the basic order is revised on page 18, paragraph 10.06, 3 (4) to read:

(4) After service as Department Head: Pursuant to section 6.05, in the event that an incumbent who is a professor, as associate professor, or an assistant professor is not reappointed as a department head and is retained as a professor, associate professor, or assistant professor he or she shall receive a salary step on the salary schedule for his or her academic rank which would have been received if he or she remained as a department head. However, a faculty member other than a professor who is not reappointed to a department head position, and who has not served six consecutive years as a department head and is retained in his or her academic rank, shall receive a salary equivalent to that which would have been received but for the appointment as a department head.

  
Acting Maritime Administrator


**MAO 710-181-AMENDMENT 6**  
**EFFECTIVE 7/13/98**

**SUBJECT: FACULTY POLICIES**

This amendment modifies the faculty teaching load requirements as a result of the change from an academic quarter system to an academic trimester system. Accordingly, the basic order, on page 15, is revised to modify paragraphs 9.03 I and 9.03 2 to read as follows:

9.03 Faculty Teaching Loads.

- 1 Faculty teaching loads shall be expressed in total weekly load hours. One load hour is defined as one scheduled 60-minute lecture period per week. Teaching assignments, and teaching loads, shall be made by department heads after consultation with the faculty member involved and approval by the Assistant Superintendent for Academic Affairs.
  
- 2 Faculty teaching loads should not exceed eleven load hours per term and should not exceed a total of 32 load hours per academic year. Faculty teaching loads should not involve more than three separate course preparations in any academic term. For this purpose, 1 ½ laboratory hours shall be counted as the equivalent of one load hour. However, if a faculty member teaches laboratory courses only, and does not prepare and grade written examinations or grade laboratory reports as part of his or her assigned duties, up to 19 laboratory hours may be assigned. To the extent practicable, efforts will be made to avoid assignment of a 19-hour load.

  
Acting Maritime Administrator

**MAO 710-181-AMENDMENT 7**  
**EFFECTIVE 10/1/01**

**SUBJECT: FACULTY POLICIES**

The purpose of this amendment is to provide guidance for conferring the honorary title of Professor Emeritus. Accordingly, section 8.07 is revised to read as follows:

8.07 Professor Emeritus

- 1 General. The Maritime Administrator may confer the honorary title of Professor Emeritus upon a retired faculty member in the rank of Professor who has rendered long-term distinguished service to the U.S. Merchant Marine Academy above and beyond usual requirements and has thereby furthered the mission of the Academy. Distinguished service is exemplified by, but not limited to:
  - (1) Extensive contribution to the development of midshipmen.
  - (2) Excellence in teaching.
  - (3) First-rate scholarship as evidenced by publications and presentations.
  - (4) Significant and sustained institutional service.
  - (5) Leadership and guidance for student activities.
  - (6) Active service in professional organizations.
  
- 2 Designation Procedures. To be designated Professor Emeritus, a retired faculty member shall be recommended by the department head, after polling the members of the department, via the Assistant Superintendent for Academic Affairs, to the Superintendent. Before making a recommendation to the Superintendent, the Assistant Superintendent for Academic Affairs shall solicit advice from the Faculty Personnel Committee. The Superintendent shall submit a recommendation to the Maritime Administrator who, if in agreement, shall confer the title on the individual concerned.
  
- 3 Privileges. In addition to the privileges afforded all retired faculty members a Professor Emeritus shall be accorded the following:
  - (1) When determined to be feasible, office space in the appropriate department.
  - (2) Full library privileges.
  - (3) Inclusion of name on department rosters and in the catalog.
  - (4) The leading position in the faculty procession at commencement exercises.
  - (5) Membership in the Officers' Club, in accordance with the club by laws
  - (6) An approval honorarium when invited to give lectures.
  - (7) Faculty rate for tickets to athletic events and other campus activities

**MAO 710-182**  
**EFFECTIVE 7/26/95**

**SUBJECT: PROFESSIONAL FACULTY POLICIES**

Section 1. Purpose:

Pursuant to provisions of Pub. L. 96-453, 94 Stat. 1997 (Oct. 15, 1980) (Title XIII, Merchant, Marine Act, 1936, as amended), this order establishes policies applicable to professional faculty members of the U.S. Merchant Marine Academy's (USMMA's) Department of Physical Education and Athletics.

Section 2. Personnel Covered:

2.01 This order applies to all professional faculty members of the USMMA's Department of Physical Education and Athletics. Professional faculty members are those employees holding the rank of Professional Faculty Instructor and performing duties as lecturers, instructors, or teachers and as athletic coaches or trainers. They are distinct from academic faculty members who are those employees holding the rank of Instructor, Assistant Professor, Associate Professor or Professor, and performing duties as lecturers, instructors or teachers. To meet the needs of the USMMA, the Head, Department of Physical Education and Athletics, may be appointed in either the academic faculty or the professional faculty. Such an appointment in the professional faculty will hold the rank of Department Head.

2.02 Any present tenure-track member of the academic faculty of the Department of Physical Education and Athletics who is eligible for the professional faculty may exercise the option to change to the professional faculty on the effective date of this order. The resulting professional faculty appointment will be for a term of four years. If the option is not exercised, the individual will remain in his/her current status and thus remain subject to the provisions of Maritime Administrative Order (MAO) 710-181, Faculty Policies.

Section 3. Responsibilities of Administration:

3.01 The Superintendent, USMMA, shall provide overall supervision and management in support of the USMMA mission, explain to professional, faculty members policies affecting them and keep them informed about such policies, and recommend or approve appointment, promotion, separation, and other personnel actions for professional faculty members. In the absence or non-availability of the Superintendent, the Assistant Superintendent for Academic Affairs shall exercise all of the authorities and responsibilities of the Superintendent as set forth herein.

3.02 The Assistant Superintendent for Academic Affairs shall provide professional faculty leadership and guidance on academic matters, carry out provisions of established orders and regulations, and recommend to the Superintendent changes in professional faculty policies consistent with the principles of good management. Subject to pertinent regulations of the Department of Transportation (DOT) and Maritime Administration (MARAD), the Assistant Superintendent for Academic Affairs shall evaluate the education, experience, ability, and general suitability of professional faculty members, and applicants for such positions, and, after considering the recommendation of the appropriate committee and department head, where applicable, recommend to the Superintendent appointment, promotion, separation, and other personnel actions for these faculty members.

3.03 The Head Department of Physical Education and Athletics shall administer the department, exercising the same educational and personnel responsibilities within the department as the Assistant 3.04 The Academy Personnel Officer and the Office of Personnel shall take appropriate action on appointments, promotions, and other personnel- actions.

Section 4. Responsibilities of Professional Faculty Members:

4.01 Introduction. Professional faculty members at the USMMA are civilian employees of the United States Government as well as faculty members of an accredited collegiate institution. They shall carry out their duties and responsibilities in a competent manner, maintaining high standards of conduct which reflect favorably upon the USMMA, MARAD, DOT, and the U.S. Government. As civilian employees of the U.S. Government, professional faculty members are subject to the policies, principles, and standards of conduct applicable to other employees of MARAD unless specifically excepted. Within the framework of such policies, principles and standards, MARAD subscribes to the 1970 statement of principles

concerning academic freedom formulated jointly by the American Association of University Professors and the American Association of Colleges, as stated in 4.03, 4.04, and 4.05 below. Certain research, other outside activity and financial interests are subject to prior approval in accordance with DOT Order 3700.2, "DOT Regulations on Employee Responsibilities and Conduct" and MAO 770-735, "Employee Responsibilities and Conduct," as well as applicable sections of DOT Order 1210.5, "DOT Public Affairs Management Manual," DOT Order 2100.3A, "Employee Inventions," and MAO 770-735-1, "Employee Inventions."

4.02 Academic Responsibilities. Professional faculty members shall develop and conduct educational courses and programs, instruction, and academic counseling of Midshipmen. In addition to instruction in sport techniques, coaching assignments include responsibility for development of such personal growth qualities as teamwork and leadership. Additional responsibilities include development of a competitive program, establishment of team goals, national recruitment of qualified candidates, compliance with National Collegiate Athletic Association and USMMA regulations, development of community relations and involvement in the conference, regional or national level of sport administration, and sharing departmental and other academic responsibilities.

4.03 Professional Development. Involvement in professional development and currency in the field(s) of specialization are essential for all members of the USMMA professional faculty. This is necessary since continued effectiveness and vitality depend upon faculty members staying current in their professional fields. Furthermore, the credibility of the USMMA as an institution of higher learning depends to a large degree upon the professional standing of its faculty. Consequently, professional faculty members are required to remain current and contribute to their field(s) of specialization by being proactive among such activities as scholarly or professional studies, publications, participation in workshops and clinics, and involvement in leadership positions in local, regional, and national professional organizations. The primary objective, as well as the governing factor of such professional activity during regular working hours, must be the resulting enrichment and improvement of the USMMA's learning environment.

4.04 Freedom in Teaching. Consistent with established standards of conduct for U.S. Government employees, a professional faculty member is entitled to present and discuss relevant material in the classroom as he or she believes it to be most effective.

4.05 Private Activities. When any professional faculty member speaks or writes as a private citizen, he or she should remember that the public may judge his or her profession and the USMMA by the statements made. Therefore, every effort shall be made to indicate he or she is not speaking on behalf of the U.S. Government.

4.06 Bearing and Dress. Each professional faculty member, whether in uniform or civilian attire, has an obligation to maintain an acceptable appearance in bearing and dress. Uniforms, when required, are prescribed by MAO 750-594 and appropriate Superintendent's instructions.

## Section 5. Appointments and Promotions:

5.01 Authority. Members of the professional faculty covered by this order are excepted from the competitive civil service under schedule A, section 213.3114(h)(10) of the Civil Service Regulations. Appointments made under this authority are "excepted appointments." Appointments, promotions, and other personnel actions involving professional faculty members must conform with the provisions of this order and applicable Office of Personnel Management (OPM) regulations for appointments under schedule A, rather than competitive civil service procedures.

### 5.02 Requirements.

1 General. Appointments and promotions depend upon the availability of appropriated funds and personnel ceilings and the Superintendent's decision to utilize such resources for these purposes. When an appointment or promotion is to be made, except as may be otherwise authorized by law, the best qualified individual shall be selected based solely on merit and qualifications without regard to race, color, religion, national origin, marital status, sex, age, physical handicap (which does not interfere with the performance of the duties of the position), political affiliation, employee organization affiliation or personal favoritism.

2 Qualifications. Appointments and promotions of professional faculty members, including the department

head, shall be in accordance with qualification standards required for professional faculty Level I, Level II (see Section 11.02) and department head. Such standards are published by MARAD's Office of Personnel, based on recommendations submitted by the Superintendent. Each applicant for appointment or promotion must meet the requirements of this order and the appropriate qualification standards not later than the effective date of the appointment or promotion.

3 Effective Date. Appointments shall normally be effective at the beginning of the first pay period of the academic year, but may be effective on other dates as circumstances require. Promotions from Level I to Level II shall normally be effective at the beginning of the first pay period of the next academic year.

5.03 Exceptions. Upon recommendation of the Superintendent and approval by the Director, Office of Personnel, MARAD, criteria for appointment and promotion may be waived in exceptional or meritorious cases when it is determined that applying said criteria would operate to the disadvantage of the USMMA.

5.04 Appointment of Professional Faculty Members. Appointments in the professional faculty are excepted appointments for specified time periods, up to five years. They are normally on a full-time basis but may be part-time or intermittent. The appointments terminate on their expiration (not-to-exceed) dates, and no reappointments are possible. When an appointment terminates, the position must be re-advertised for it to be filled again.

#### 5.05 Appointment Procedure.

1. Selection Committee. When an appointment is to be made to the professional faculty, the Assistant Superintendent for Academic Affairs shall appoint a Selection Committee consisting of three faculty members: the Head, Department of Physical Education and Athletics who shall serve as chairperson (if the vacancy is for department head see 5.05 4 below) and two other faculty members. To the maximum extent practicable, at least one of the faculty members shall be from the Department of Physical Education and Athletics. The Academy Personnel Officer shall provide technical guidance and assistance to the committee. The Selection Committee shall evaluate the qualifications and experience of all available candidates in accordance with the regulations and orders of OPM, DOT and MARAD, and prepare a list of qualified candidates, conducting personal interviews as required; and report on the candidates in rank order of merit and recommend the best available candidate to the Assistant Superintendent for Academic Affairs.
2. The Assistant Superintendent for Academic Affairs, after receiving the Selection Committee's recommendations and considering all available data, shall submit a recommendation, together with the committee's, to the Superintendent. If the Superintendent approves the selection, the appointment shall be submitted to MARAD's Office of Personnel, for processing and approval.
3. Upon Office of Personnel's approval of a professional faculty appointment, a new professional faculty member shall be advised in writing (duplicate) by the Assistant Superintendent for Academic Affairs of the terms and conditions of appointment, including the type of appointment, rank (Professional Faculty Instructor), effective date, termination date, starting salary and salary step, any waivers or special conditions which must be satisfied, U.S. Maritime Service rank, if applicable, and eligibility for a uniform allowance. The new appointee shall sign a copy of the appointment letter and return it to the Assistant Superintendent for Academic Affairs to indicate acceptance of the appointment.
4. In the event the vacancy is for department head, the Selection Committee shall consist of five members appointed by the Superintendent: normally, the Assistant Superintendent for Academic Affairs shall serve as chairperson, two faculty members appointed by the Superintendent, and two professional or academic faculty members elected by the Department of Physical Education and Athletics. The committee's responsibilities shall be the same as set forth above in 5.05 1, except that its report and recommendation shall be submitted to the Superintendent.

### Section 6. Promotion Eligibility and Evaluation Procedures:

6.01 Eligibility. Professional Faculty members who meet the minimum qualification requirements for promotion from Level I to Level II, or who will meet the requirements prior to the date that such action would become effective, are



eligible for consideration for promotion. The minimum qualification requirements for such promotions are set forth in the Qualification Standards for Professional Faculty Appointment and Promotion published by MARAD's Office of Personnel. In an exceptional case involving a professional faculty member who does not meet the minimum eligibility standards for promotion, the Assistant Superintendent for Academic Affairs, with the concurrence of the Superintendent, may refer the case to the Professional Faculty Personnel Committee for consideration. The committee shall consider the question of waiver concurrently with its evaluation for promotion.

#### 6.02 Evaluation.

1. The Professional Faculty Personnel Committee shall consist of three members: one professional or academic faculty member elected from and by the members of the Department of Physical Education and Athletics, one member of the Academic Faculty Personnel Committee appointed by the chairperson of that committee, and one academic faculty member appointed by the Assistant Superintendent for Academic Affairs from outside the Department of Physical Education and Athletics.
2. Consideration of professional faculty members for promotions shall take place annually as necessary. Normally, not later than the Tuesday following Labor Day, professional faculty members will be notified by the Assistant Superintendent for Academic Affairs that applications for promotion and complete dossiers must be submitted to the Professional Faculty Personnel Committee by October 1.
3. The Academy Personnel Officer shall review each application against the appropriate qualification requirements set forth in 6.01 above to determine which professional faculty members are eligible for consideration and shall notify the committee of the names of eligibles, normally not later than October 10. Professional faculty members found not eligible for consideration shall be notified at the same time by the Academy Personnel Officer, in writing, and told the reasons for the finding of ineligibility.
4. The department head shall submit his/her evaluation and recommendation concerning each eligible candidate to the committee, normally not later than November 1, and a copy of the recommendation to the professional faculty member concerned.
5. The committee shall evaluate each eligible applicant taking into account the department head's evaluation, the criteria in the Qualification Standards and all other relevant information. The committee shall interview each eligible applicant and his or her department head, and may interview other faculty members. Committee recommendations shall be determined by affirmative vote of a simple majority of the members present, with all three members constituting a quorum. The recommendations for promotion, along with the applications and dossiers, will be submitted to the Assistant Superintendent for Academic Affairs, normally not later than the last business day in February. A copy of the recommendation will be provided also to the applicant concerned. The recommendations shall state the reason why the applicants are or are not recommended and the vote of the committee. All recommendations are advisory.
6. The Assistant Superintendent for Academic Affairs shall review the committee's recommendations and forward each application and dossier, his or her own recommendation, and the committee's and the department head's recommendations to the Superintendent for decision. The Assistant Superintendent for Academic Affairs shall provide a copy of his or her recommendation to the applicant concerned.
7. Normally not later than April 15, the Superintendent shall advise, in writing, each eligible applicant for promotion of the final decision. An individual denied promotion shall be informed of the reason.

#### Section 7. Incentive Awards:

7.01 The Professional Faculty Incentive Awards Committee shall perform the functions with respect to cash and honorary awards for professional faculty only, as described in MAO 740-451. The committee shall consist of three members: one professional or academic faculty member elected from and by the members of the Department of Physical Education and Athletics, one member of the Academic Faculty Incentive Awards Committee appointed by the chairperson of that committee, and one academic faculty member appointed by the Assistant Superintendent for Academic Affairs from

outside the Department of Physical Education and Athletics.

7.02 The committee shall meet at least annually, when necessary, at a time or times specified by the Assistant Superintendent for Academic Affairs, to consider recommendations from the department head and from the Assistant Superintendent for Academic Affairs and may initiate recommendations for cash and honorary awards for professional faculty members based upon special or meritorious accomplishments or other valuable contributions to the mission of the USMMA, MARAD, and DOT. Committee recommendations shall be determined by affirmative vote of a simple majority of the members present with all three members constituting a quorum.

#### Section 8. Salary Step Increase:

8.01 The Professional Faculty Salary Step Committee shall perform the functions with respect to merit salary step increases as described in 11.03 below. The committee shall consist of three members: one academic faculty member outside the Department of Physical Education and Athletics elected by the members of the Department of Physical Education and Athletics, one member of the Academic Faculty Incentive Awards Committee appointed by the chairperson of that committee, and one academic faculty member appointed by the Assistant Superintendent for Academic Affairs from outside the Department of Physical Education and Athletics.

Section 9. Miscellaneous: Each committee described in sections 6, 7 and 8 is an administrative body reporting to the USMMA management.

9.01 All deliberations, reports and recommendations of the committees shall be administratively confidential and the contents of deliberations, reports and recommendations shall not be divulged or released except to the Assistant Superintendent for Academic Affairs or the Superintendent. Unauthorized release of information may result in disciplinary action. Faculty members concerned shall receive a copy of each recommendation by appropriate authorities as specified in this order.

9.02 The Assistant Superintendent for Academic Affairs shall keep the committee chairpersons informed of the current status of committee recommendations and the chairpersons shall inform members of the committees.

9.03 The Academy Personnel Officer shall provide technical guidance and assistance to each committee as necessary.

#### Section 10. Hours of Duty:

10.01 Professional faculty members are subject to hours of duty provisions of MAO 760-610. During working hours, when not engaged in actual teaching, coaching, office hours, committee work or other assigned tasks, professional faculty members may engage in course and lecture preparations, professional development and other related activities. Normally, such activities are to be performed on USMMA premises but may be performed elsewhere if a valid reason is given by the faculty member and when approved in advance by the faculty member's department head or higher authority. Such approval will normally be valid for the duration of the work project or for a specific period of time appropriate to the nature of the work being performed. If the request is disapproved a valid reason will be given.

10.02 Professional faculty members who are employed for less than full-time work should have a regular part-time tour of duty established when specific recurring hours of duty can be scheduled. When it is not practicable to establish a regular tour of duty of specified hours on a continuing basis, intermittent employment may be authorized on an occasional or irregular basis without regularly scheduled hours of duty.

#### 10.03 Faculty Teaching Loads.

1. Professional faculty teaching loads shall be expressed in total weekly load hours. One load hour is defined as one scheduled 50-minute lecture period per week. Teaching assignments, and teaching loads, shall be made by the department head after consultation with the faculty member involved and approval by the Assistant Superintendent, for Academic Affairs.
2. Professional faculty teaching loads should not exceed twelve load hours and should not involve more than three separate course preparations in any academic quarter. This means that the average teaching load for any

professional faculty member over an academic year should not exceed twelve hours. For courses not in lecture format, 1 1/2 hours shall be counted as the equivalent of one load hour.

3. In assigning individual teaching loads, due regard shall be given to such factors as the total number of preparations required per week, coaching assignments, whether a professional faculty member is introducing a new course or repeating an old one, the difference in scope and/or difficulty of the course or courses being taught, class size, average teaching load over the full academic year, emergency conditions, budgetary limitations, and personnel ceilings. Subject to such considerations, load hour equivalents may be granted for approved research activities, remedial instruction, and special assignments.
4. In addition to the scheduled load hours, teaching duties include work preparation and equipment preparation required for conducting courses, administration of tests and examinations, grading, student evaluation, and the scheduling of at least one office hour per week for appointments with members of each section assigned, at an hour during which the section has no other assigned classes. Further, a professional faculty member is required to attend departmental meetings and faculty meetings and is expected to serve on faculty committees to which appointed or elected.

#### Section 11. Faculty Salary:

11.01 Authority. Under authority of 46 App. U.S.C. 1295g(d), members of the professional faculty who are subject to this order are compensated according to a faculty salary schedule approved by the Associate Administrator for Administration, MARAD. Each professional faculty member shall receive compensation according to his or her assigned professional faculty level (Level I or Level 11), salary step, and the provisions of this section. Computation of biweekly salaries of faculty members is governed by 5 U.S.C. 5504, except as otherwise specifically provided by law.

11.02 Faculty Salary Schedule. The USMMA professional faculty salary schedule shall be based on the faculty salary schedule published by MARAD for academic faculty, including its cost of living increases. The designations for academic faculty rank (Instructor, Assistant Professor, Associate Professor, Professor, Department Heads) shall not be applicable. Instead, the professional faculty pay scale shall be comprised of steps 1 through 66 of the academic faculty schedule. Using the faculty pay schedule professional faculty members are placed in Level I or Level II. Those in Level I may be paid at salary steps up through step 33, and those in Level 11 may be paid at salary steps up through step 66.

#### 11.03 Salary Step Increases.

1. Each professional faculty member shall be granted a one salary step increase annually provided the member is serving under other than a temporary appointment of one year or less; will have completed the preceding academic year as a faculty member at the USMMA as defined in this order (Persons entering on duty after the beginning of the academic year or who are in a non-pay status during the academic year are ineligible for a step increase for that academic year unless the individual participated in a USMMA mission-oriented program); has a performance rating of fully successful or better; and meets the acceptable level of competence required for the position and is so certified by his or her department head and the Assistant Superintendent for Academic Affairs. An acceptable level of competence is determined based on the requirements set forth in the Performance Management System issued by the MARAD.

2. Professional faculty eligible for an annual salary step increase may be granted one or two additional salary steps annually based on merit as evidenced by significant accomplishments under the primary criteria in section 2.1 of the Qualifications Standards for Professional Faculty Appointment and Promotion and a summary rating of Outstanding (level 5) on the faculty member's annual performance appraisal. A written recommendation for a merit increase of one or two additional salary steps shall be initiated by the Department Head, when he/she considers that such an increase is warranted. The recommendation shall be submitted to the Professional Faculty Salary Step Committee for its recommendation and forwarding to the Superintendent, via the Assistant Superintendent for Academic Affairs, for the final decision. A written merit increase recommendation for the Department Head shall be initiated by the Assistant Superintendent for Academic Affairs and submitted to the

Superintendent for final decision. Professional faculty who receive a two-step merit increase are not eligible to receive a cash performance award for the same appraisal period. Those who receive a one-step merit increase may receive a cash performance award not to exceed 2 % of their base salary.

#### 11.04 Salary Policies for Certain Personnel Actions:

1. On Initial Appointment. A professional faculty member shall be appointed initially at a salary step in the Level to which appointed, either Level I or Level II. No professional faculty applicant shall be promised or led to believe that he or she may receive higher than the minimum salary step unless prior approval of a higher salary step has been obtained. The initial salary of a professional faculty member may be fixed above the minimum step of the salary schedule. Recommending officials shall assure that adequate attention has been given to relevant factors other than salary, such as the conduct of an adequate recruiting program, benefits to be gained from applying a higher rate, the effect of a higher rate on present professional faculty members in the same discipline, and pay relationships with professional faculty members in other disciplines. The recommendation for approval by the Superintendent of a rate of compensation above the minimum step shall be prepared in writing by the department head and the Assistant Superintendent for Academic Affairs and shall include the following:

(1) An SF-52 "Request for Personnel Action"; the employment application showing the candidate's present salary and lowest salary the candidate will accept; the report of the Selection Committee; and other supporting documents, including information concerning the subjects to be taught and coaching or training assignments.

(2) A statement of the relevant qualifications of the proposed appointee or special need of the USMMA for his or her service, if applicable, and the relationship of these qualifications and proposed salary to those of present professional faculty members in the same Level, listing those with a lower rate of compensation.

2. On Promotion. On promotion from Level I to Level 11, a professional faculty member will be advanced three steps on the faculty salary schedule in addition to any annual step increase(s) to which otherwise entitled.

3. On Reemployment After Military Service. A professional faculty member who is entitled to restoration rights after military service shall be reemployed (1) at the Level he or she left to enter military service, at a salary rate which includes any step increases granted to him or her during the absence, or (2) if promoted while in the military service to a higher Level, at a salary rate which includes any step increases granted during the period between the date of promotion and restoration to duty.

4. On Reemployment After Service in Other Than Professional Faculty Position in the Department or Elsewhere. A professional faculty member who left or leaves a position to accept other employment and who was granted reemployment rights, upon exercise of those reemployment rights within time limits specified in writing at the time he or she left, shall be entitled to the salary step rate which he or she would have been receiving if he or she had rendered continuous, satisfactory service in his or her former professional faculty position.

11.05 Premium Compensation. When a professional faculty member is temporarily assigned or detailed to other than customary professional faculty duties and responsibilities requiring overtime, compensation may be authorized in accordance with MAO 760-610. Payment, when authorized, shall be computed in accordance with MAO 760-610.

Section 12. Faculty Training and Development: 12.01 Professional faculty development, education and training, and payment of travel, subsistence, or other expenses in connection with attendance at meetings, seminars and symposiums shall be in accordance with the policies and procedures set forth in MAO 740-410.

12.02 Leave Without Pay (leave of absence) for study, research, travel, teaching, or other experience may be granted when such leave would result in increased job ability which is expected to result in improvement in the education offered by the USMMA and the professional faculty member agrees to return to the USMMA at the end of the leave period.

1. A professional faculty member who is granted leave without pay for purposes of training, such as updating experience, technical knowledge, and skill, will have such time credited toward the requirement for a salary step increase.
2. Pursuant to current OPM regulations: credit toward civil service retirement is granted for all leave without pay which does not exceed six months in the aggregate in any calendar year, Federal employee life insurance continues without cost to the employee while- he or she is in -a non-pay status for up to 365 days, and an enrollment in a Federal health insurance plan continues without salary withholdings from the employee for a period not to exceed 40 hours in a non-pay status. The regular employee contribution is necessary after this period.

### Section 13. Separations:

13.01 Reduction in Force. A reduction in faculty may be required as a result of a lack of work, shortage of funds, insufficient personnel ceiling, reorganization, the exercise of reemployment rights or restoration rights, or the reclassification of an employee's position due to erosion of duties. In such event, notification and other procedures shall be in accordance with law, rules and regulations, and negotiated provisions of the collective bargaining agreement.

13.02 Resignation and Retirement. Although professional faculty members may resign or retire voluntarily at any time, to the extent practicable at least six months written advance notice is expected and such separations should normally be arranged to become effective at the end of an academic year.

13.03 Separation for Cause. Separations for cause shall conform to the procedures required by law, rules, regulations, this order, and the negotiated provisions of the collective bargaining agreement. If a professional faculty member receives a proposal to remove him/her for cause, the faculty member may request a review before the Professional Faculty Personnel Committee (See section 6.02 of this order). The faculty member must request such a review, in writing, not later than five calendar days after receipt of the removal proposal. The request must be made to the Assistant Superintendent for Academic Affairs. Use of this review procedure does not preclude the faculty member from following the procedures in statute or the collective bargaining agreement for providing an answer to the removal proposal to the deciding official. Committee recommendations concerning removal shall be submitted in writing to the Assistant Superintendent for Academic Affairs within twelve working days of receipt of the faculty member's request for a review.

### Section 14. Laws and Regulations Applicable to the Professional Faculty Members:

Section 1308(d) of the Merchant Marine Act of 1936, as amended, (46 App. U.S.C. 1295g (d)) provides that faculty members shall be subject to laws of general applicability to civilian employees of the United States except as specifically authorized by section 1308(d) or other provisions of law. Therefore, professional faculty members are subject to the provisions of this order and to all other MARAD and DOT orders pertaining to civilian employees unless specifically excluded from coverage. Thus, professional faculty members are subject to civil service provisions which pertain to such matters as veteran preference, performance ratings, annual and sick leave, health benefits, retirement, life insurance and incentive awards.

  
Maritime Administrator

**MAO 710-182  
Amendment 1  
EFFECTIVE 7/13/98**

**SUBJECT: PROFESSIONAL FACULTY POLICIES**

This amendment modifies the faculty teaching load requirements as a result of the change from an academic quarter system to an academic trimester system. Accordingly, the basic order, on page 6, is revised to modify paragraphs 10.03 1 and 10.03 2 to read as follows:

10.03 Faculty Teaching Loads.

1 Professional faculty teaching loads shall be expressed in total weekly load hours. One load hour is defined as one scheduled 60-minute lecture period per week. Teaching assignments, and teaching loads, shall be made by the department head after consultation with the faculty member involved and approval by the Assistant Superintendent for Academic Affairs.

2 Professional faculty teaching loads should not exceed eleven load hours per term and should not exceed a total of 32 load hours per academic year. Faculty teaching loads should not involve more than three separate course preparations in any academic term. For courses not in lecture format, 1/1/2 hours shall be counted as the equivalent of one-load hour.

  
Acting Maritime Administrator

**MAO 760-630**  
**Effective 3/21/96**  
**(Revoles: See Section 6 NO. 760-630)**

**SUBJECT: LEAVE ADMINISTRATION**

Section 1. Purpose and Coverage: 1.01 This order establishes the policies, responsibilities, and procedures covering leave administration for Maritime Administration (MARAD) employees, except those excluded by law or regulation such as: Presidential appointees; a part-time employee who does not have an established regular tour of duty during the administrative work week (commonly referred to as intermittent employees); and employees whose current appointments are limited to less than 90 calendar days.

1.02 With the passage of recent laws making significant changes in the uses for which leave is authorized, this order is issued to enhance both supervisor and employee understanding of their respective roles in leave administration. It supplements the below listed laws and other issuances by the U. S. Office of Personnel Management (OPM) or Department of Transportation (DOT). For employees who are covered by collective bargaining agreements, the requirements of the agreements must be applied as well. To the extent that conflicts between an existing collective bargaining agreement and this order exist, the collective bargaining agreement will prevail. Bargaining unit employees will not be covered by these policies until appropriate negotiations with employee representatives as provided for under 5 U.S.C. 7117(d)(2) have occurred.

Pub. L. 103-329 Section 629(b) amends 5 U.S.C. 6307 (Adoption)

Pub. L. 103-103 Federal Employees Leave Sharing Amendments Act of 1993, October 8, 1993

Pub. L. 103-356 Government Management Reform Act of 1994 dated October 13, 1994, Section 201

Pub. L. 103-388 Federal Employees Family Friendly Leave Act, December 2, 1994

5 U.S.C. Subpart E, Attendance and Leave, Chapters 61 and 63

5 CFR Part 610 Hours of Work 5 CFR Part 630 Absence and Leave

Section 2. Policy: 2.01 All leave (except for absence without leave (AWOL)) must be requested by the employee and approved or disapproved by the supervisor. It is the employee's right and responsibility to determine the type of leave requested. Only then is the supervisor in a position to make a determination whether the leave can be granted and whether the leave should be granted at the time requested.

2.02 Leave requests are initiated by the employee and must specify the type of leave. In approving leave, the supervisor should review this order as well as MARAD's document, Leave Administration: A Guide for Employees and Supervisors, to determine whether the leave request is appropriate. Guidance is available from the servicing personnel office as well.

2.03 The primary consideration in granting leave is whether or not the employee's services are needed on the day(s) for which the employee requests leave balanced against the reason for the employee's expressed or documented need to be absent. If the supervisor is able to do without the employee's services, the leave should be granted provided that leave request procedures, including production of appropriate documentation, are followed.

Section 3. Responsibilities and Actions: 3.01 First level supervisors are delegated authority to grant leave in the types and amounts authorized by law and regulation except: leave without pay (LWOP) in excess of 30 calendar days; extensions of LWOP beyond 30 calendar days; home leave; and advanced sick leave.

3.02 Leave approving officials (first level supervisors) shall:

1. Approve or disapprove leave schedules so as to avoid forfeiture of annual leave and subsequent restoration. Review form MA-908, Leave Chart, at least quarterly to schedule the use of restored and regular annual leave and prepare an amended leave schedule if leave usage is behind schedule.
2. Inform employees of procedural requirements for requesting and using leave; and supplying appropriate documentation as required. Deny leave if request procedures are not followed.
3. Assure that absences are appropriately recorded as approved leave or as AWOL.
4. Identify problems of excessive leave use or leave abuse and take corrective action.
5. Contact the servicing personnel specialist for guidance when an

employee fails to return from leave or if leave restriction is being considered. 6. Maintain necessary leave records. 7. Cancel leave when workload demands require and document the cancellation on the Application for Leave (SF-71). 8. Monitor continually the status of the medical emergency affecting a leave recipient to ensure that the leave recipient continues to be affected by the medical emergency. Require the leave recipient to provide administratively acceptable medical documentation, for an absence in excess of three work days, to ascertain the correct medical status of the affected individual. 9. Deny an employee's request to use donated annual leave just as an employee's request to use other annual leave may be denied.

3.03 Employees shall: 1. Submit a work schedule for the supervisor's approval. 2. Request leave approval from the supervisor in advance for all anticipated leave on SF-71; and by telephone or other means within the first hour of absence on each day when leave is needed on an unscheduled basis. 3. Provide medical or other documentation when requested or required to do so by the supervisor. 4. If desired, volunteer to donate limited amounts of accrued annual leave to the annual leave account of a specified leave recipient. 5. Comply with requirements set forth in leave restriction letters.

3.04 Director of Personnel (or his/her designee) shall:

1. Provide policy, training and consultative services to supervisors and employees regarding leave administration.

2. Notify supervisors and employees of the need to have annual leave scheduled and approved to avoid forfeiture.

3. Approve or disapprove leave on form MA-837, Request for Authorization to Grant Leave, for: (1) Leave without pay in excess of 30 calendar days or an extension of LWOP beyond 30 days. The supervisor must prepare an SF-52 to request the LWOP. (2) Restoration of leave. (3) Advance sick leave.

4. Administer the Voluntary Leave Transfer Program by: Reviewing applications from leave recipients to determine if the applications meet applicable requirements in 5 CFR 630.905; and notifying the potential leave recipient (or the personal representative who made the application on behalf of the leave recipient) within 10 work days that: (i) the application has been approved and that other employees of the leave recipient's employing agency may request the transfer of annual leave to the account of the leave recipient; or (ii) the application to become a leave recipient has been denied and the reasons for the disapproval. Assuring that a leave recipient is not permitted to use or receive any transferred leave after a medical emergency terminates. Maintaining records of the number of applications for leave transfer approved for medical emergencies affecting: (i) the employee; and (ii) an employee's family member. Maintaining records of the grade or pay level of each leave recipient and leave donor, the gender of each leave recipient, and the total amount of hours of transferred annual leave used by each leave recipient. Providing guidance to employees as to their rights and obligations under the Family and Medical Leave Act. (5)

Section 4. Procedures: 4.01 Applying for Scheduled Leave: 1 When an employee wishes to schedule annual leave, sick leave, or LWOP, the employee should complete an SF-71. The SF-71 should be completed to indicate the type of leave requested, the from and to dates and times, and the total number of hours requested. When determining the amount of leave requested for less than one day (particularly when leave spans the lunch period), the amount of time worked should be subtracted from the number of hours scheduled to work and the result is the amount of leave that should be requested. The employee should sign and date the SF-71 and then give the SF-71 to his/her first level supervisor for approval. 2 If the request is for sick leave, the employee must complete the front and back of the form and mark the appropriate box (items 1-4) indicating the reason for the sick leave request. Sick leave is appropriate for the types of leave that are listed on the back of the leave slip for the employee as well as for a family member of the employee. Sick leave is also appropriate for making arrangements for and attending family member funerals and purposes related to the adoption of a child.

4.02 Applying for Unscheduled Leave: When an employee needs to use leave on an unscheduled basis (meaning that the employee had not received prior approval for the leave request), the employee must call in to the supervisor as soon as the employee knows that he/she will be unable to report for work but no later than one hour after the employee's scheduled arrival time. When the employee calls, he or she should ask for the first-level supervisor. If the first-level supervisor is not available, the employee should ask for the next higher level supervisor until he/she reaches a leave approving official. Non-supervisory personnel are not authorized to grant leave requests. The employee should request the type of leave and the number of hours needed.



**4.03 Approving Scheduled Leave:** When a supervisor receives an SF-71, the supervisor should determine first whether the employee's services can be spared on the particular day(s) and hour(s) in question based on workload considerations and the leave schedules of other employees. Next, the supervisor should determine whether the employee has the leave to his/her credit. If the employee has the leave available and the supervisor chooses to approve the leave, he/she marks the approved box, signs and dates the SF-71, and returns the SF-71 to the employee as an indication that the leave has been approved. The employee is then responsible for turning in the SF-71 to the timekeeper for appropriate recording.

**4.04 Approving Unscheduled Leave:** When the supervisor receives a call from the employee who indicates that he/she will not be reporting to work that day, if the employee has not already done so, the supervisor should ask the employee, "What kind of leave are you requesting? and How many hours?" It is the employee's responsibility to state the request. After the supervisor receives a proper request, the supervisor can make a decision as to whether to grant leave based on workload considerations, the leave schedules of other employees, and the employee's leave balance. The supervisor should advise the employee clearly that the leave request is approved. If the employee does not have enough leave to grant the request, the supervisor should ask the employee whether or not he/she wants to request LWOP. If the employee wishes to be granted LWOP, the supervisor can grant the approved leave, again taking into consideration workload requirements and the leave schedules of other employees. **REMEMBER:** Supervisors cannot put an employee on annual leave, sick leave, or LWOP. It is up to the employee to request the type of leave as well as the number of hours of leave, whether annual leave, sick leave, or LWOP.

**4.05 Disapproval of Scheduled Leave:** 1. If annual leave needs to be disapproved, the supervisor marks the box as disapproved, and then signs and dates the SF-71. If the supervisor disapproves the leave request, the supervisor must give a reason to the employee, and the supervisor should ask the employee to submit a request for a different day or time. The supervisor should not return an unsigned SF-71 to the employee as an indication of disapproval. 2. If the employee has sick leave to his/her credit, sick leave should not be denied provided that administratively acceptable medical evidence is provided and leave request procedures are followed.

**4.06 Disapproval of Unscheduled Leave:** 1. If the employee calls the supervisor to request unscheduled annual leave or unscheduled leave without pay and the work load does not permit the approval of the leave, the supervisor must advise the employee that the request for leave is denied; that the employee must report to work; and that the employee will be charged AWOL for any period of the scheduled work day the employee does not work. 2. If the employee calls the supervisor to request unscheduled sick leave, and the employee has a positive sick leave balance, the sick leave must be approved. If the employee is currently on leave restriction or the absence has already exceeded three work days, the sick leave may be tentatively approved pending receipt of administratively acceptable medical documentation. Medical documentation must be received within five calendar days after return to duty or before the time and attendance records are submitted for payroll processing. If medical documentation is not received in a timely manner, the employee will be charged AWOL.

**4.07 Returning to Work After Unscheduled Leave:** Upon returning to work after a period of unscheduled leave, the employee should complete, no later than the end of their scheduled departure time, an SF-71 and complete the leave request procedures for scheduled leave described above.

**4.08 Absence Without Leave (AWOL):** Any absence that is neither requested nor approved in advance is considered AWOL. AWOL is a leave status (or lack of one). AWOL is not a disciplinary action but it can lead to disciplinary action up to and including removal.

**Section 5. Further Guidance:** For specific comprehensive information about leave earning, documentation for leave, types of leave, effects of non-pay time, and compensatory time, refer to the document titled, Leave Administration: A Guide for Employees and Supervisors, and/or your servicing personnel office.

**Section 6. Revocations:** This order revokes the following: 30 dated 4/6/83; amendment 1 dated 9/26/85; amendment 2 dated 3/25/87; amendment 3 dated 10/20/88; and amendment 4 dated 6/14/90.

**MAO 760-630  
Amendment 1  
Effective 4/15/03**

**SUBJECT: LEAVE ADMINISTRATION**

This amendment incorporates the following changes: Deletes all references to SF-71, Application for Leave, and replaces it with OPM Form 71, Request for Leave or Approved Absence. Deletes all references to the Office of Personnel and replaces it with the Office of Human Resources. Leave Administration: A Guide for On Page 3, delete Section 4.01 (2). On Page 5, Section 5. Further Guidance, delete Leave Administration: A Guide for Employees and Supervisors and replace it with Absence and Leave Guide.

  
Maritime Administrator

**MAO 720-250**  
Effective date 5/9/90  
(Revokes MAO 720-250 dtd 5/8/72 and Amdt 1, dtd 7/24/78)

**SUBJECT: AUTHORITIES TO ADMINISTER PERSONNEL MANAGEMENT ACTIVITIES**

- Section 1. Purpose
- Section 2. General Provisions
- Section 3. Director, Office of Personnel
- Section 4. Headquarters, Washington, D. C.
- Section 5. The Regions and U. S. Merchant Marine Academy
- Section 6. Personnel Services and Records

Section 1. Purpose: This order provides a statement of authority to administer and conduct personnel management activities, and to effect personnel actions for the Maritime Administration.

Section 2. General Provisions:

2.01 All officials concerned with administering and conducting personnel management activities shall be governed by applicable laws and regulations, and Department of Transportation and Maritime Administration policies, standards and procedures

2.02 No commitment or promise, implied or otherwise, may be made to any applicant, employee, supervisor or other official concerning a proposed or contemplated position classification or other personnel action, prior to a final determination by the appropriate personnel official.

2.03 No applicant under consideration for employment shall be advised to report for work until the specific approval of the authorized appointing official and all other required approvals are obtained. No one shall be permitted to start to work until after the necessary appointment documents are completed.

2.04 No applicant or employee selected for a position subject to pre-employment/pre-appointment drug testing may be appointed to that position prior to successful completion of the drug testing requirement.

Section 3 Director, Office of Personnel:

3.01 The Director, Office of Personnel, is authorized to direct, administer and conduct Maritime Administration personnel management activities and to exercise all the authorities delegated for personnel management activities by the Associate Administrator for Administration.

3.02 The Director, Office of Personnel, serves as the Maritime Administration's authorized Appointing Official.

3.03 The Director, Office of Personnel, has specific delegations including, but not limited to, the following: 1. Authority to approve position descriptions and classification actions through Grade 15, in accordance with applicable regulations, standards and procedures. This authority may be redelegated to Office of Personnel staff and field personnel representatives, as appropriate and necessary to carry out the classification function of the agency. The Office of the Secretary of Transportation retains classification authority for Senior Executive Service positions. 2. Authority to approve policies and qualification standards for filling positions excepted from the competitive civil service, as required by title 5 Code of Federal Regulations (CFR), Part 302, Employment in the Excepted Service. Exceptions to established policies and standards may be approved by the Director, Office of Personnel, when such exceptions may be justified. 3. Authority to approve and enter into agreements with employee organizations holding exclusive recognition, in accordance with applicable labor-management relations directives. 4. Authority to act as the "designated representative" of the Maritime Administrator in all personnel matters, unless other individuals are specifically designated. 5. Authority to approve personnel actions as specified in, and in accordance with, the Master Delegation Agreement between the Department of Transportation and the Office of Personnel Management. These actions include, but are not limited to: term promotions,

appointments above minimum pay levels based on candidates' superior qualifications or existing pay, payment of travel and transportation to first post of duty when a shortage category determination is made, and payment of travel for pre-employment interviews at GS-10 through GS-13.

#### Section 4 Headquarters, Washington, D.C.:

4.01 Subject to the limitations of this order and other directives, the Deputy Administrators, the- Chief Counsel, the Associate Administrators and Independent Office Directors are authorized to administer and conduct personnel management activities for their respective activities. 1. These officials are authorized to make final recommendations for personnel actions for positions through Grade 15 in their organizations by signing SF-52, Request for Personnel Action. They may delegate this authority to subordinates. 2. These officials are authorized to make final selections for positions through Grade 15, subject to prior personnel processing and approval. They should discuss key positions with appropriate superiors prior to recruiting and making commitments. They may delegate this authority to subordinates. 3. Chief Counsel must follow Department of Transportation requirements to clear certain selections through the departmental General Counsel.

#### Section 5 The Regions and the U S Merchant Marine Academy:

5.01 Subject to the limitation of this order and other directives, the following field officials are authorized to administer and conduct personnel management activities for their respective activities: Superintendent, U. S. Merchant Marine Academy (USMMA); Assistant Superintendent for Academic Affairs, USMMA; Assistant Superintendent for Administration, USMMA; Personnel Representative, USMMA; Region Directors; Reserve Fleet Superintendents; and Western Region Personnel Representative.

5.02 Personnel actions and other personnel matters for which authority has been limited shall be submitted to the Director, Office of Personnel, for appropriate prior administrative approval.

5.03 Region Directors and the Superintendent, USMMA, are authorized to make final recommendations for personnel actions for positions at all grade levels in their organizations by signing SF-52, Request for Personnel Action. They may delegate this authority to subordinates.

5.04 Region Directors and the Superintendent, USMMA, have authority to make final selections for all positions through Grade 13 and equivalent, subject to prior personnel processing and approval. They may delegate this authority to subordinates.

5.05 Region Directors and the Superintendent, USMMA, shall discuss all Grade 13 and above vacancies for which there is a functional counterpart at Headquarters, and any other vacancies specified by proper authority, with the head of the appropriate functional counterpart office at Headquarters before any recruitment action is taken and before final selection is made.

5.06 The Superintendent and the Assistant Superintendent for Academic Affairs, USMMA, are authorized to make final selections for faculty positions, subject to prior personnel processing and approval. Requests for qualification waivers shall be submitted to the Director, Office of Personnel.

5.07 The Assistant Superintendent for Administration, USMMA, is authorized to approve training requests for Academy personnel.

5.08 The Assistant Superintendent for Administration, USMMA, the Region Directors and the Reserve Fleet Superintendents are authorized to certify Environmental Differential Pay (EDP) compensation for individuals entitled to receive such payments, for their respective activities. Copies of the certifications shall be maintained by the certifying officials for record keeping purposes.

5.09 The USMMA and the Western Region Personnel Representatives are authorized to approve routine leave without pay (LWOP) requests for their respective activities. Other LWOP requests, such as those which may be precedent setting, shall be submitted to the Director, Office of Personnel, for approval.

5.10 The USMMA Personnel Representative is authorized to approve paid advertising for USMMA excepted service positions, in accordance with applicable regulations and other guidance.

Section 6. Personnel Services and Records:

6.01 The Office of Personnel is responsible for providing personnel services for Washington headquarters and the North Atlantic, Central, Great Lakes and South Atlantic Regions. The Office of Personnel shall provide personnel services as indicated in this order, and other personnel support services to the USMMA and the Western Region Personnel Representatives.

6.02 The USMMA and the Western Region Personnel Representatives are responsible for providing staffing and recruitment services, and other personnel services for their respective organizations to the extent indicated in this order, and as otherwise delegated by the Director, Office of Personnel.

6.03 The Office of Personnel shall maintain all official personnel folders and copies of other official personnel files, except that the USMMA and the Western Region Personnel Representatives shall maintain their own recruitment and staffing files, and the reemployment priority and priority placement files for their activities.

6.04 The Office of Personnel is responsible for managing all reduction in force (RIF) activities and for providing such services as needed to accomplish RIF actions.

  
Maritime Administrator

**MAO 750-594**  
**Effective date 12/27/88**  
*(Revokes-MAO 750-594, dtd.12/6/82)*

SUBJECT: EMPLOYEE UNIFORM ALLOWANCES

Section 1. Purpose: This order establishes uniform requirements and allowances for Maritime Administration employees required to wear uniforms in performing, their official duties, and assigns responsibility for establishing and adjusting uniform allowances.

Section 2. Related Regulations and Directives: Federal Employees Uniform Allowance Act of 1954, as amended (5 U.S.C. 5901; 5 U.S.C. (App.) 2131-2134) DOT Order 3790.2, Uniform Requirements for Civilian Department of Transportation Chauffeurs/Bus Drivers

Section 3. Policy:

3.01 It is the policy of the Maritime Administration to furnish uniforms, by monetary allowances or by issuance, to employees who by the nature of their duties, custom or usage, or law or regulation are required to wear a uniform. Positions in the Maritime Administration subject to the uniform requirement are specified in section 5 of this order.

3.02 Uniforms or uniform allowances for each employee shall not exceed \$125 per year.

Section 4: Delegation of Authority: The Director, Office of Management Services, for employees in Washington, and the Superintendent, U.S. Merchant Marine Academy (USMMA), for Employees at the USMMA, are authorized to furnish uniforms or uniform allowances to personnel required to wear uniforms, as specified in section 5 of this order.

Section 5. Uniforms and Uniform Allowances:

5.01 In Washington: 1 Motor Vehicle operator uniform shall consist of the following: (1) Suit: Solid brown, blue, gray, or black pinstripe. A solid color brown, blue, or gray jacket coordinated with solid blue, gray, black, or brown slacks is also acceptable. (2) Shirt: White dress or solid color shirt coordinated to the suit. turtleneck sweater in a solid brown, blue, gray, or black is also acceptable from October 1 through April 30. (3) Tie: Coordinated four-in-hand tie. A tie is optional May 1 through September 30. (4) Shoes: Solid black or brown. (5) Name/DOT seal coat pocket insert shall be provided to the employee and worn when on official assignment. 2 Allowance: The official uniform shall be furnished by the Maritime Administration at a cost not to exceed \$125. The employee shall be paid an allowance of \$125 each fiscal year for replacements.

5.02 At the USMMA: 1. The Superintendent and Chief of Staff, US MA, shall wear the appropriate United States Maritime Service uniform. The uniform allowance is \$125 per fiscal year. 2. Civil Service personnel, such as guards, and certain staff and faculty members, holding inactive commissions or ratings in the United States Maritime Service, while performing their assigned duties, when the wearing of a uniform has been specifically authorized by the Superintendent, are required to wear the appropriate United States Maritime Service uniform prescribed by USMMA regulations. The uniform allowance is \$125 per fiscal year. 3. For craft and custodial personnel, such as mechanics, engineers, and laborers, the quantity, type, and allowances for uniform items will be as prescribed by the Superintendent, USMMA. 4 For medical and dental assistants assigned to Pattern Infirmary, the quantity, type, and allowances for uniform items will be as prescribed by the Superintendent, USMMA.

5.03 An employee entering a job subject to the uniform requirements, or whose job is made subject to uniform requirements, may be paid the first annual allowance, or any portion of it, in advance of or on completion of service. The allowance for each subsequent year maybe paid: 1. At the beginning of a year of service and in the amount of the annual allowance to an employee who is expected to remain during the entire year in a job subject to the same uniform requirements. If, however, the employee retires, resigns, or for other reasons ceases to remain in a job subject to the same uniform requirements, the employee shall be entitled to retain one-fourth of the payment for each quarter of the year, or

portion of a quarter during which the employee remained on the job. The balance of the payment shall be recovered from the employee. 2. Quarterly or at other more frequent regular intervals within the year of service.

5.04 The annual period to which the allowance applies shall begin with the date the employee becomes eligible for a uniform or a uniform allowance.

Section 6. Accountability:

6.01 Uniforms issued to employees shall remain the property of the Government. Accordingly, uniforms shall be returned when employees no longer require them for official duty.

6.02 Except as provided in section 5.03 1, no employee shall be required to make a refund of an advance allowance.

Section 7. Establishment and Adjustment of Allowances:

7.01 Uniform allowances are established 1. Director, Office of Management Services for the Washington Headquarters personnel specified in section 5.01; and 2. Superintendent, USMMA, for the USMMA personnel specified in section 5.02.

7.02 The Director, Office of Management Services, and the Superintendent, USMMA, shall review at the end of each fiscal year the cost estimates upon which the uniform allowances are based and, if appropriate, recommend adjustments in writing to the Maritime Administrator. Such adjustments shall not reduce the allowances specified in this order.

  
Maritime Administrator

**MAO 750-594**  
**Amendment 1**  
**Effective date 8/26/91**

**SUBJECT: EMPLOYEE UNIFORM ALLOWANCES**

The purpose of this amendment is to implement an increase in maximum uniform allowances authorized by Public Law 101-509, title II, subsection 202(a), November 5, 1990, 5 U.S.C. 5901, et seq.; and to add special police at the USMMA to those personnel who are required to wear the appropriate uniform when specifically authorized by the Superintendent. Public Law 101-509 increased the allowance for uniforms from a maximum of \$125 to \$400 a year.

Accordingly, the basic order is revised as follows:

Revise section 3.02 to read as follows:

3.02 Uniform or uniform allowances for each employee shall not exceed \$400 per year.

Subsection 2 under section 5.01 is revised to read as follows:

2. Allowance: The official uniform shall be furnished by the Maritime Administration at a cost not to exceed \$400. The employee shall be paid an allowance of \$400 each fiscal year for replacements.

Subsection 1 under section 5.02 is revised to read as follows:

1 The Superintendent and Chief of Staff, USMA, shall wear the appropriate United States Maritime Service uniform. The uniform allowance is \$400 per fiscal year.

Subsection 2 under section 5.02 is revised to read as follows: 2 Civil Service personnel, such as special police, guards, and certain staff and faculty members, holding inactive commissions or ratings in the United States Maritime Service, while performing their assigned duties, when the wearing of a uniform has been specifically authorized by the Superintendent, are required to wear the appropriate United States Maritime service uniform prescribed by USMMA regulations. The uniform allowance is \$400 per fiscal year.

  
Maritime Administrator



**MAO 750-451**  
**Effective date 2/23/98**  
**(Revokes See Section 11)**

**SUBJECT: INCENTIVE AWARDS PROGRAM**

**Section 1. Legal Reference:** 5 U.S.C. Chapter 45 5 CFR Part 451, Incentive Awards

Section 2. Purpose and Coverage:

2.01 This order establishes the policies, responsibilities, and procedures for recognizing employee contributions through the incentive awards program.

2.02 It supplements the above legal reference and issuances by the U.S. Office of Personnel Management and Department of Transportation.

2.03 For employees who are covered by collective bargaining agreements, the requirements of the agreements must be applied as well. Bargaining unit employees will not be covered by these policies until appropriate negotiations with employee representatives have occurred as provided for under 5 U.S.C. 7117(d)(2).

Section 3.- Policy and Responsibilities:

3.01 It is the Maritime Administration's (MARAD's-) policy to recognize and reward employees, or groups of employees, appropriately, promptly, and on the basis of merit for suggestions, inventions, special acts or service, or other personal efforts which substantially exceed normal standards or expectations and result in improved productivity or service. Further, awards and other forms-of recognition are granted without regard to race, color, religion, sex, sexual orientation, age politics, marital status, national origin, or handicapping condition.

3.02 The Director, Office of Personnel shall be responsible for providing advice and consultation regarding MARAD's Incentive Awards Program. Supervisors and managers shall be responsible for recommending awards only in recognition of contributions which-are significant and beyond the normal scope of work. Awards may be cash, honorary, nonmonetary, or time off from duty.

Section 4 Types of incentive Awards:

4.01 Superior Accomplishment Awards are designed to improve Government effectiveness by motivating employees to increase productivity and rewarding their efforts. There are two types of superior accomplishment awards which may be granted to MARAD employees: 1. Special Act or service Awards may be granted to employees, or groups of employees, for contributions or accomplishments in the public interest which are nonrecurring, and either within or outside of job responsibilities; scientific achievements; or acts of heroism. Recommendations for this award shall be submitted within three months of the achievement. Special Act or Service award recommendations for career SES members require approval of the DOT Executive Resources Review Committee. 2. Spot Awards of up to \$200 may be granted to employees to recognize in a timely manner the successful completion of -a special task. This award is intended as an "on-the-spot" reward and should be given as soon as possible after the contribution. An employee may not receive more than a total of \$400 in Spot Awards within a one-year period.

4.02 Suggestion Awards may be granted to employees, or groups of employees for constructive ideas which contribute to the effectiveness of the organization.

4.03 employees for their support of and may be granted to MARAD supervisors or contributions to the EEO program.

4.04 Honorary Awards (Note: Monetary awards will not normally be given in conjunction with honorary awards.) 1. Bronze Medal Awards for superior achievements are the highest level honorary incentive awards which may be granted

by the maritime Administrator and are granted for extremely competent performance of official duties in the agency. The award may be based on one or more of the following criteria: Performance of assigned tasks in such an exemplary manner as to set a record of achievement that will inspire other employees to improve the quantity or quality of their work; (2) Demonstration of unusual initiative or skill in the development of new or improved work methods and procedures, or the conception of inventions which will result in substantial savings in resources, or the improved safety or health of the workforce; (3) Notable authorship; or (4) Exceptional achievement which substantially contributed to the accomplishment of the Department's mission or major programs-or achievements worthy of recognition as an incentive to others. 2. The Secretary's Honorary Awards The Secretary's Award for Outstanding Achievement (Gold Medal) The Secretary's Award for Meritorious Achievement (Silver Medal) The Secretary's Award for Valor The Secretary's Award for Excellence The Secretary's Award for Achievement in Diversity The Secretary's Award for Volunteer Service; and The Secretary's Awards for Quality, Community Service, and Customer Service.

4.05 External Award opportunities will be publicized by the Office of Personnel through the Incentive Awards Program Announcement system.

4.06 Career Service Emblems are awarded in recognition of total creditable Federal service.

4.07 Quality Step Increase (QSI) is a performance award and may be awarded to a Performance Management System (PMS) employee to recognize outstanding performance. Procedures for submitting QSI recommendations will be included with the instructions issued by the office of Personnel for recommending PMS performance awards.

4.08 Nonmonetary Awards receive their authority from the Government Employees Incentive Awards Act and 5 U.S.C. 4501-4507. Nonmonetary awards should be of an honorary nature; worn, displayed, or used at the work site; and include the agency's logo. The primary value of the nonmonetary award is as a form of recognition and not as a gift or an object with monetary value. A plan will be developed that covers all Headquarters employees. Each Region Director and the Superintendent-, Merchant Marine Academy is delegated the authority to establish procedures for granting nonmonetary awards and the type of awards that will be granted. Plans must be submitted to the office of Personnel for approval. Some examples of nonmonetary awards are plaques, mugs, and ballcaps.

4.09 Time-Off Award is an incentive that may be used to encourage and reward - superior accomplishments or other personal efforts that contribute to the quality, efficiency, or economy of agency operations. Time, off from duty as an incentive award may be authorized in installments of up to 40 hours at a time, but no more than 80 hours in any leave year. If the total amount of a time-off award is not used within one year after its approval, any unused time-off is forfeited and may not be restored. Time-off awards may not be converted to cash payments under any circumstances. A time-off award is calculated at the employee's gross hourly rate and the level of approval authority is the same as for monetary incentive awards.

#### Section 5 Reviewing and Approving Authorities:

5.01 Executive Resources Board (ERB) in Headquarters shall review medal award nominations, and other nominations as appropriate, and make recommendations for such-awards to the Maritime Administrator. Membership and responsibilities of the ERB are set forth in MAO 790-920.

5.02 Incentive Awards Councils may be maintained at Headquarters, the Regions, and at the U.S. Merchant Marine Academy (USMMA) for nonfaculty personnel. The Faculty Incentive Awards Committee (see MAO 710-181) is authorized to serve as the Incentive Awards Council for USMMA faculty members.

5.03 Approving Officials. Administrator; Deputy Maritime Administrator; Deputy Maritime Administrator for Inland Waterways and Great Lakes; Associate Administrators; Independent office Directors; Region Directors; Fleet Superintendents; and the Superintendent, U.S. Merchant Marine Academy are designated as approving officials for their employees.

Section 6 Cash Award Approval Authority: Approval authority for monetary incentive awards is as follows: \$ 0 - \$1,000 Deputy Maritime Administrator Deputy Maritime Administrator for Inland Waterways and Great Lakes \_ Associate Administrators Chief Counsel Director, office of congressional and Public Affairs Director, Office of Maritime Labor,

Training, and Safety Region Directors Superintendent, USMMA - \$1,001 - \$10,000 Maritime Administrator (Higher awards require DOT concurrence and OPM approval.)

#### Section 7 Nomination Procedures for Honorary Awards

7.01 The Office of Personnel will solicit nominations for DOT's and MARAD's honorary awards by issuing an Incentive Awards Program Announcement at the appropriate time. The announcement will specify the required nominating procedures. Form MA-917 is used for Bronze Medal Award nominations.

7.02 The Executive Resources Board will review honorary award nominations and make recommendations to the Maritime Administrator, who is the MARAD approving authority. When the number of nominations exceeds the award allocations, the Board shall provide the Administrator with a ranked list of nominees.

#### Section 8 Nomination Procedures for Time-Off Awards and Cash Awards:

8.01 Recommendations for time-off awards and- cash awards (special act or service awards or spot awards) shall be submitted using Form MA-906.

8.02 Recommendations for these awards, which can be very brief, must be approved by designated--Approving Officials. Justifications must clearly show how the- achievements for which the awards are recommended exceeded normal job requirements.

8.03 Award recommendations which have received necessary organizational approval shall be forwarded to the office of Personnel for processing. The Office of Personnel shall submit award recommendations requiring higher-level approval through the Associate Administrator for Administration to the Maritime Administrator.

#### Section 9. Group Awards:

9.01 When contributions have been made by more than one employee, all the contributing employees may share in incentive awards. A cash award may be made in equal shares, or in proportion to each individual's contribution.

9.02 The total amount of the award generally should be the same as that which would have been authorized for the same contribution had it been made by one person. However, no individual should receive less than the \$25.00 minimum monetary award for tangible or intangible benefits.


9.03 The approval level shall be determined by the total amount of the group award. A group award shall not be divided into smaller groups to circumvent the need for higher-level approval.

#### Section 10. Award Amounts:

10.01 Award amounts should be commensurate with the value of the contribution to the Government and to the agency. This principle applies to both individual and group awards.

10.02 The nominating official shall recommend the award amount, but approval of the actual award amount shall be the Approving official's decision based on the best estimate of the value of the achievement being recognized.

Section 11 Effect on Other Directives: This order revokes MAO 740-451 dated January 13, 1989, amendment 1 dated April 6, 1990, amendment 2 dated September 25, 1990, and amendment 3 dated January 5, 1998.

  
Acting Maritime Administrator

**MAO 740-451, Amendment 1**  
**Effective date 3/23/98**

**SUBJECT: INCENTIVE AWARDS PROGRAM**

This amendment incorporates Inspector General awards for disclosures of fraud, waste, or mismanagement and the requirements for Acquisition Incentive Awards. Accordingly, the basic order is revised as follows:

On page 1, section 4.01, second sentence, change "two" to "three".

On top of page 2, add new paragraph 3 to section 4.01 as follows:

3 Acquisition Incentive Awards may be granted to groups of employees for tangible/measurable improvements to the acquisition process for an individual acquisition or the acquisition system as a whole. Recognized efforts must have measurable results; e.g., cost savings, reduced cycle time, measurable improved quality, etc.; must be accomplished by a team; and should reflect excellence and/or innovation.

On page 3, add new section 4.10 as follows:

4.10 Inspector General Awards for Disclosures of Fraud, Waste, or Mismanagement. This award is described in detail in DOT Order 8000.3B. Cash awards may be granted to DOT employees and uniformed members of the United States Coast Guard to encourage disclosure of fraud, waste, or mismanagement. Refer to DOT 8000.3B for specific guidance.

On page 4, section 8.01 is revised to read:

8.01 Recommendations for time-off awards and cash awards, Special Act or Service Awards, Spot Awards, or Acquisition Incentive Awards shall be submitted using Form MA-906.

On page 4, renumber existing section 8.03 to read 8.04.

On page 4, add a new section 8.03 to read as follows:

8.03 Recommendations for Acquisition Incentive Awards shall be submitted through established channels to the Chief of the Contracting Office (MAR-380) in Washington, DC, for technical review prior to being forwarded to the Head of the Contracting Activity (MAR-300) for approval. The justifications must clearly show how the achievements for which the awards are recommended are measurable and reflect excellence and/or innovation in the acquisition process.

  
Acting Maritime Administrator

**MAO 740-451, Amendment 2**  
**Effective date 2/1/02**

**SUBJECT: INCENTIVE AWARDS PROGRAM**

This amendment incorporates the requirements for Employee of the Month and Peer Awards. Accordingly, the basic order is revised as follows:

On page 3, add new sections 4.11 and 4.12 as follows:

4.11 Employee of the Month Awards may be granted to employees whose accomplishments have positively impacted, the overall mission, vision, and/or goals of the Maritime Administration. (See appendix 1.)

4.12 Peer Awards may be granted to employees, who in addition to accomplishing their regularly assigned duties, perform temporarily another important function that is time sensitive or otherwise crucial to the mission of the organization and who have not been recognized by any other awards process for the temporary assignment. (See appendix 2.)

**MAO 740-451 Appendix 1 EMPLOYEE OF THE MONTH AWARDS** Definition: This award is issued to an agency employee whose accomplishments have positively impacted the overall mission, vision, and/or goals of the Maritime Administration (MARAD). Eligibility: All employees are eligible to be nominated for this award regardless of their length of service and/or position. Employees may nominate each other or supervisors may nominate their employees. However, employees may not self-nominate or nominate their immediate supervisor for this award. Employees may be nominated for more than one accomplishment during the fiscal year. Committee Members: A three-member committee will be established consisting of supervisory, managerial, and non-supervisory personnel to serve one-year terms. The committee will evaluate the award nominations and submit the top two rated nominations to the Maritime Administrator for final determination. Nomination Procedures: The Employee of the Month Nomination (Form MA-1027) must be completed and submitted to the Office of Human Resources by the first Friday of the month in order to be considered for that month's Employee of the Month Award. If the application is not completed entirely, it will be returned to the nominator with instructions on what needs to be accomplished in order to resubmit the nomination. The more specifically the award recognition is documented, the easier it will be for the committee members to ascertain the degree of benefits attributed to the Agency. Therefore, nominations should be as precise as possible when describing the award criteria on the MA-1027. Nominators should specifically indicate what the employee did in order to merit this recognition and how it fits into the award criteria categories. Criteria: To be eligible for this award, nominees must meet one or more of the following: -Accomplishment that reflects positive impact on the overall mission, vision, and/or goals of MARAD; - Fostering of teamwork; - Demonstrated initiative and versatility; - Demonstrated activities to improve overall quality of MARAD products or services; - Encouraging motivation and excellence, e.g., reinforce pride in public service; - Demonstrated leadership; and/or - Other acts that promote customer service or support the agency's mission/strategic plan. In addition to the above criteria, the following criteria must be met: - Most recent rating of record must be at the fully successful level; - Nominee is consistently dependable in work situations, this includes not being on any formal leave restriction; and - Nominee must not have any active disciplinary actions pending or have received any formal discipline within the 12-month period prior to the nomination date. Recipient Recognition: The employee selected for this award will receive a \$500.00 savings bond. The award will be presented by the Maritime Administrator, as appropriate. The Office of Human Resources will notify the award recipient of the date and time of this presentation. A photo will be taken of the employee and placed on the Administrator's Corner bulletin board. In addition, all employees receiving this award will be recognized in the yearly awards ceremony booklet. EMPLOYEE OF THE MONTH NOMINATION Name of the Nominee/Position Title: Office/Code: Date: Name of the Nominator/Position Title: Office/Code: Telephone Number: Did the nominee meet one or more of the award criteria? 0 Yes 0 No Explain: What was the accomplishment? What specifically was the impact of the accomplishment deserving recognition? For example, what were the actual results achieved and their linkage to the agency's mission, vision and/or goals (see award criteria). FORM MA-1027 (1-02) MAO 740-451 PEER AWARDS

**Appendix 2:** Definition: This award provides employee-driven recognition of individual or team accomplishment(s) within the Maritime Administration (MARAD). Eligibility: All employees are eligible for nomination. Employees at all levels have the authority to nominate employees for this Peer Award. Employees may not self-nominate or receive this

award more than one time during the fiscal year. Committee Members: The committee will consist of three non-supervisory employees who reflect the diversity of MARAD, appointed by the Director, Office of Human Resources to serve one-year terms. The Director, Office of Human Resources and the Director of Civil Rights will serve as advisors and non-voting members to the committee. The three voting members will evaluate the award criteria and select the awardee for that month. The committee will meet monthly and submit the award recipient's name to the Office of Human Resources for processing by the last working day of the month. Nomination Procedures: Any individual wishing to nominate a peer for this award must complete the attached Peer Award Nomination (Form MA-1027A) and submit it to the Director of Civil Rights no later than the first Monday of the month. The more specifically the award nomination is documented, the easier it will be for the committee members to ascertain the degree of the accomplishment. Therefore, nominations should be as specific as possible when describing the contribution of the nominee. Criteria: This award recognizes employees who: - Set a good example for other workers by their work habits or accomplishments; - Help to improve employee morale; - Make the work place a positive environment to work; - Demonstrate accomplishments beyond expectations for an employee in their position on an assignment or project of limited scope or impact; and/or - In addition to accomplishing their regularly assigned duties, perform temporarily another important function that is time sensitive or otherwise crucial to the mission of the organization. The employees should not have been recognized by any other awards process for this temporary assignment. Peer Recognition: The employee selected for this award will receive a \$100.00 cash award and may choose a gift from among MARAD's non-monetary award items. In addition, the employee will receive a Letter of Appreciation from the Maritime Administrator and presented to the employee as appropriate. The Office of Human Resources will notify the award recipient of the date and time of this presentation. A photo of the award recipient will be displayed on the Administrator's Corner bulletin board. Peer of the Year Award Those individuals who previously received the Peer Award during the past award cycle will be evaluated by the committee and one nominee will be selected for the Peer of the Year Award. This selection will be based on the employee's outstanding accomplishments that surpass those of his or her peers. The individual selected for this honor will receive a cash award of \$500.00 and a plaque at MARAD's Annual Award Ceremony. PEER AWARD NOMINATION U.S. Department of Transportation Maritime Administration Name of the Nominee/Position Title: Office/Code: Date: Name of the Nominator/Position Title: Office/Code: Telephone Number: Does the employee work with you in your immediate office environment? 0 Yes 0 No Which of the award criteria did the nominee exceed? Explain: In your view, how did the employee exceed in this specific area and what was the overall impact of this action. FORM MA-1027A (1-02)

  
Maritime Administrator

**MAO 740-451, Amendment 3**  
**Effective date 6/28/06**

**SUBJECT: INCENTIVE AWARDS PROGRAM**

This amendment raises the levels of approval authority for cash awards from \$1,000 to \$4,000 for approving officials other than the Maritime Administrator. Accordingly, the basic order is revised as follows:

1. On page 1, add paragraph 3.03 to Section 3. Policy and Responsibilities:

3.03 Subject to the availability of resources, the Maritime Administration shall establish the following pools of funds for the Incentive Awards Program:

1. Employee Performance Pool
2. Special Act or Service and Spot Awards Pool
3. Maritime Administrator's Contingency Pool

The pools of funds identified as employee performance and special act or service, and spot awards will be provided to the Associate Administrators when available. Associate Administrators will document, manage, control, and Distribute these funds to their employees for recognition. The contingency pool of funds will be documented, managed, controlled, and distributed by the Maritime Administrator or the highest designated official for the agency. The Administrator will distribute these funds to those identified for recognition.

2. On page 3, Section 4. Remove paragraph 4.07 in its entirety.

3. On page 3, Renumber 4.08 to 4.07, 4.09 to 4.08, 4.10 to 4.09, 4.11 to 4.10, and 4.12 to 4.11.

4. On page 3, Add new paragraph 4.12 to read as follows:

- 4.12 Safety-related Time Off Award is a specific class of award that seeks to motivate and recognize good safety performance by MARAD reserve fleet employees. In order to qualify for the award, an eligible employee must work without a lost-time accident, injury, or illness for six months in order to qualify for one day of administrative leave. All reserve fleet employees are eligible to receive the award. Each employee will have up to one year once award leave is posted to leave account to use or forfeit the award leave. The leave request form (OPM Form 71) should indicate "No lost time." After approval by fleet officials, a list of such employees from each fleet must be prepared and sent to headquarters. Upon requesting award leave, Code 22 must be entered in the time and attendance system of record.

5. On page 4, Section 6 is revised to reads as follows:

Section 6. Cash Award Approval Authority: Approval authority for monetary incentive awards is as follows:

\$4,001 – \$10,000	Maritime Administrator or the Maritime Administration's highest designated official.
\$0 - \$4,000	Deputy Maritime Administrator
\$0 - \$3,000	Associate Administrators
	Independent Office Directors
	Region Directors
	Superintendent, USMMA

Higher award amounts require DOT concurrence and OPM approval.

[REDACTED]  
Acting Deputy Maritime Administrator

**MAO 760-610**  
**Effective date 2/5/97**  
**(Revokes 760-610 DTD 12/14/89)**

**SUBJECT: HOURS OF WORK AND PREMIUM PAY**

Section 1. Purpose and Scope

This order prescribes Maritime Administration (MARAD) policies and procedures covering hours of work and premium pay for all MARAD employees. It supplements the guidance and directives referenced in section 2 below.

Section 2. References:

Title 5, United States Code, Chapter 55, Pay Administration,  
Subchapter V - Premium Pay  
Title 5, United States Code, Chapter 61, Hours of Work  
5 CFR Part 532, Prevailing Rate System, Subpart E, Premium  
Pay and Differentials  
5 CFR Part 550, Pay Administration (General), Subpart A,  
Premium Pay  
Department of Transportation (DOT):  
Departmental Personnel Manual (DPM) Chapter 550, Pay  
Administration (General), Subchapter 1, Premium Pay  
Maritime Administrative Order (MAO) 760-630, Absence and  
Leave

Section 3. Administrative Workweek:

3.01 The administrative workweek shall coincide with the calendar week, Sunday through Saturday, and include a basic workweek of five eight-hour days, Monday through Friday, except for part-time employees and employees who are working under a compressed work schedule whose specific days and hours of duty will be prescribed.

3.02 When work conditions require the regular services of some employees on Saturdays and/or Sundays, the Deputy Administrator or designee, Region Directors, and the Superintendent, United States Merchant Marine Academy (USMMA) may establish a different workweek for those employees. They shall assign any two consecutive non-work days in lieu of Saturday and Sunday.

3.03 The Maritime Administrator may adjust administrative workweek schedules to meet organizational needs and to correspond with employees' actual work requirements.

Section 4. Hours of Work:

4.01 The official business hours for MARAD Headquarters are from 8:30 a.m. to 5:00 p.m., with tour of duty adjustments as permitted by section 3 above.

4.02 The hours of work for the Regions and the USMMA shall follow their approved schedules. The Region Directors, Fleet Superintendents, and the Superintendent, USMMA, may make hours of work changes for individuals on an as needed basis. Changes in hours of work for entire field installations, or segments thereof, shall be made with the Maritime Administrator's approval.

4.03. For multiple-shift operations, the officials identified in section

4.02 May establish tours of duty to meet multiple-shift work requirements. Employees shall be given two weeks advance notice of shift changes, unless the circumstances requiring those changes preclude such notice.



4.04 Employees are required to be on duty during their scheduled hours of work, or to have the absences charged to some form of leave or excused absence.

Section 5. Premium Pay:

5.01 Premium pay is additional pay authorized for overtime, night, holiday, or Sunday work, and for standby duty or administratively uncontrollable work. Senior Executive Service (SES) members and wage schedule employees are excluded from coverage under the premium pay provisions.

5.02 Employees may be paid premium pay in accordance with applicable regulations referenced in section 2.

5.03. Officials authorized to approve work involving premium pay are listed in section 6.04.

Section 6. Overtime and Compensatory Time:

6.01 Overtime work shall be controlled to ensure the efficient and prudent management of overtime funds. Supervisors shall make every effort to accomplish work assignments within the regularly scheduled hours of work and to resort to overtime or holiday work only when absolutely necessary. When overtime is required, consideration shall be given to granting compensatory time off in lieu of overtime pay, whenever possible.

6.02 Overtime must be authorized in writing by the appropriate officials before it is performed. In cases of operational emergencies precluding prior written authorization, overtime work may be orally authorized provided it is confirmed in writing prior to submission of the time and attendance report authorizing the payment. This policy applies to all overtime work regardless of whether the employees are to be compensated with pay or compensatory time. Form DOT F 3500.1 shall be used to document all overtime work.

6.03 Compensatory time off may be granted in lieu of overtime pay, with the amount of time off to be equal to the time spent in irregular or occasional overtime work.

6.04 Officials authorized to approve overtime, compensatory time off, or holiday work for MARAD employees are as follows:

1. Associate Administrators or their designees, Independent Office Directors, or higher level officials, for Headquarters employees;
2. The Director, Office of Ship Construction, for assigned construction representatives;
3. Region Directors or Fleet Superintendents for their assigned employees; and
4. The Superintendent or the Assistant Superintendent for Administration for USMMA employees.

6.05 The following provisions shall be followed in approving overtime pay or compensatory time off:


1. Employees whose rate of pay is equal to or less than the maximum rate for GS-10 may request that they be granted compensatory time off in lieu of overtime pay.
2. Employees whose basic rate of pay is above the GS-10 maximum rate and whose grade is below GS-13, shall be authorized overtime pay or compensatory time off at the discretion of the approving official.
3. As a general rule, employees at the GS-13 level and above shall be granted compensatory time off for overtime work.
4. Wage schedule employees shall be paid overtime.
5. The maximum amount of compensatory time that employees may accumulate at any one time is 160 hours.

**MAO 760-610-Amendment 1**  
**Effective date 6/1/06**

**SUBJECT: HOURS OF WORK AND PREMIUM PAY**

The purpose of this amendment is to change the form number used to document overtime worked. Also, to implement the new form, "Form MA-1039 (E) (3-06), Authorization for Paid Overtime and/or Compensatory Overtime, Holiday Work Form", which is attached.

In "Section 6. Overtime and Compensatory Time:", last line of 6.02; "Form DOT F 3500.1, shall be used to document all overtime work", should be changed to read, "Form MA-1039 (E) (3-06), shall be used to document all overtime work".

  
Acting Deputy Maritime Administrator and Chief Counsel

**MAO 760-610-Amendment 2**  
**Effective date 8/16/07**

**SUBJECT: HOURS OF WORK AND PREMIUM PAY**

The purpose of this amendment is to revise subsection 6.03 regarding compensatory time off. It implements new Office of Personnel Management regulations and guidance. Accordingly, in subsection 6.03 of the order, delete the text and substitute the following revised text.

6.03 Compensatory Time Off is time off with pay in lieu of overtime pay.

1 Employee Coverage.

- (1) Compensatory time off may be approved in lieu of overtime pay for irregular or occasional overtime work for both Fair Labor Standards Act (FLSA) exempt and nonexempt employees who are covered by the definition of "employee" at 5 U.S.C. 5541(2).
- (2) Compensatory time off can also be approved for a "prevailing rate employee," as defined at 5 U.S.C. 5342(2). However, there is no authority to require that any prevailing rate (wage) employee be compensated for irregular or occasional overtime work by granting compensatory time off.
- (3) Compensatory time off may be approved (not required) in lieu of regularly scheduled overtime work only for employees, including wage employees, who are ordered to work overtime hours under flexible work schedules.

2 Mandatory. The Maritime Administration may require that an FLSA exempt employee receive compensatory time off in lieu of overtime pay for irregular or occasional overtime work, but only for an FLSA exempt employee whose rate of basic pay is above the rate for GS-10, step 10. No mandatory compensatory time off is permitted for wage employees or in lieu of FLSA overtime pay.

3 Time Limits.

(1) Effective May 14, 2007 employees must use accrued compensatory time off by the end of the 26th pay period after the pay period during which compensatory time was earned.

- (2) Employees will have three calendar years to use compensatory time off earned prior to May 14, 2007. Any compensatory time off earned prior to May 14, 2007 and remaining in an employee's leave account after May 14, 2010 will be forfeited. Employees who separate from the agency prior to the three year deadline will receive payment for unused compensatory time off at the overtime rate in effect when earned.
- (3) After May 14, 2007 employees who (1) fail to take earned compensatory time off within 26 pay periods or (2) transfer to another agency or separate from Federal service before the expiration of the 26 pay period time limit will:

Receive payment for the unused compensatory time off at the overtime rate in effect when earned or,

If an FLSA-exempt employee, forfeit the unused compensatory time off, unless failure to use the compensatory time off is due to an exigency of the service beyond the employee's control. (An FLSA-exempt employee whose earned compensatory time off would otherwise be forfeited due to an exigency of service beyond the employee's control will receive payment for the unused compensatory time off at the overtime rate in effect when earned.)

- 4 Separation or leave without pay status due to service in the uniformed services or on-the-job injury. Employee will be paid for compensatory time off not used by the end of the 26th pay period after the pay period during which it was earned at the overtime rate in effect when earned if the employee is unable to use the compensatory time off because of separation or placement in a leave without pay status (1) to perform service in the uniformed services or (2) because of an on-the-job injury with entitlement to injury compensation.

  
Maritime Administrator

#### References

5 U.S.C. 5543 and 5 U.S.C. 6123(a)(1)

5 CFR 550.114 and 551.531

Comptroller General opinions: B-183751, October 3, 1975, and  
October 19, 1976; 58 Comp. Gen. 1 (1978)

Section 1610 of Public Law 104-201, the National Defense Authorization Act, 1997

**MAO 740-410**  
**Effective: 10/14/15**  
*(Revokes 740-410, dated 02/05/1996)*

**SUBJECT: LEARNING AND DEVELOPMENT PROGRAM**

**Section 1. Purpose:** This order provides for the implementation of the Maritime Administration Strategic Learning and Development (L&D) Program. It establishes the policies, responsibilities, and procedures covering training for the Maritime Administration. It supplements 5 U.S.C. Chapter 41, 5 CFR Parts 410 & 412, issuances by the U.S. Office of Personnel Management (OPM) and Department of Transportation (DOT). For employees who are covered by collective bargaining agreements, the requirement of the agreements must be applied as well.

**Section 2. Authorities and Responsibilities:**

2.01 The Maritime Administration Management Council (MAMC) shall act as a board which will review and assess human capital programs to ensure the organization has the people resources to perform its mission and to ensure that executive leadership training and/or programs are incorporated within the strategic leadership plan in order to ensure leadership gaps are lessened as more and more employees with leadership skills retire in the years ahead.

2.02 Associate Administrators, Independent Office Directors, Superintendent, U.S. Merchant Marine Academy and other officials are responsible for the approval of developmental activities within their areas of responsibility.

2.03 The Director, Office of Human Resources (OHR) shall administer the L&D program providing leadership, direction, and oversight in the development and execution of workforce development activities while ensuring that these activities are results-oriented, appropriate, cost-effective, tracked, and in alignment with the needs of the employee and the agency. The Director, OHR, will also be responsible for the oversight and management of centralized training funds for all training performed within the Maritime Administration and will ensure employees fully utilize DOT's official repository for training activities, the electronic Learning and Management System (eLMS).

2.04 Supervisors shall assess, plan, address and evaluate the specific training needs of their employees. After evaluating the needs, they will ensure fair and equitable measures are in place for selection and assignment of employees to developmental activities. Once training has taken place, supervisors shall be responsible for evaluation of employee performance based on the training.

2.05 Employees shall perform to the best of their ability in their present jobs and participate in L&D activities that will enable them to enhance their present performance and prepare them for more responsible work in accordance with their potential, interests, and the needs of Maritime Administration and DOT.

**Section 3. Policy:**

3.01 It is the Maritime Administration's policy to:

- 1 Establish and implement an L&D Program that is in alignment with mission and organizational goals;
- 2 Apply sound fiscal management principles in procuring training;
- 3 Ensure fair and equitable treatment in the selection and assignment of employees for training; and
- 4 Provide L&D opportunities to employees without regard to race, color, religion, handicap, sex, national origin, political affiliation, marital status, age or sexual orientation.

3.02 Assessing Organizational, Occupational and Individual Needs.

Assessment is to be performed at all levels within the organization to ensure individual training needs are in alignment with occupational and organizational requirements. In order to accomplish this, Individual Growth Plans (IGP) will be used to capture the training needs of individuals and also act as a developmental road map for employees.

### 3.03 Centralized Training Funds.

*All* training requests will be paid out of centralized training funds within the L&D division of OHR. Therefore, all training requests must be submitted to that division for funding approval.

### 3.04 Selecting and Assigning Employees to Training.

Employees will be selected and assigned to training in a fair and equitable manner consistent with merit system principles specified in 5 U.S.C. 2301(b)(1) and (2). Within this process, L&D activities will be prioritized for approval in the following manner:

- |                   |   |
|-------------------|---|
| Priority Level 1: | Mandatory - Must be accomplished in order to meet Federal Requirement for particular jobs or functions.   |
| Priority Level 2: | New Equipment, system or process - Necessary for employees to implement and perform their jobs.   |
| Priority Level 3: | Special Emphasis – Determined by MAMC. For example, MAMC could determine that personnel managing contracts over \$5 million take a project management class and pass a project management certification exam. |
| Priority Level 4: | Competency or Knowledge, Skill or Ability (KSA) – Necessary for adequate job performance.   |
| Priority Level 5: | Succession Planning – Prepare individuals for the next level of responsibility or to become qualified candidates for higher level positions.  |

### 3.05 Tuition Assistance.

The Tuition Assistance Program provides the exclusive funding source for all tuition assistance requests for employees interested in pursuing university or college studies. The following eligibility requirements must be met prior to approval of tuition assistance request:

- 1 Employment with the Federal Government for a minimum of one year in a full-time permanent appointment prior to application for program assistance.
- 2 Course work scheduled during off-duty hours.
- 3 Demonstrated relevancy of course to performance of official duties of current position. (How does the course relate to the knowledge, skills or abilities of your current job?)
- 4 College or University used must be accredited by a nationally recognized body. A “nationally recognized body” is a regional, national or international accrediting organization recognized by the U.S. Department of Education.
- 5 Continued Service Agreement (CSA) signed by employee equal to three times the length of the course. The period of service begins the day after the training ends.

The employee will provide official documentation, to OHR, of successful completion of course showing that the employee received a grade of “C” or better in a standard grading system or pass in a pass/fail grading system. If the employee fails to obtain a grade of “C”, pass in a pass/fail grading system, or does not complete the training, the employee may be asked to reimburse the Maritime Administration for tuition-related fees and other expenses, excluding salary, paid in connection with the training unless the obligation is waived.

### 3.06 Continued Service Agreement (CSA).

Employees participating in long-term training or programs (80 hours or more) and tuition assistance recipients must sign an agreement to continue in service after training, prior to starting the training. The period of service will be equal to three times the length of the training, starting the day after the training ends. Failure to fulfill a CSA may result in repayment of training costs for the employee.

## **Section 4: Procedures:**

### 4.01 Individual Training Requests:

- 1 Office of Human Resources (OHR) sends out a Quarterly Training Request via Maritime Administration Postmaster.
- 2 Employee fills out SF 182 (Authorization, Agreement and Certification of Training) to include training objectives and what benefit will be provided to the employee and the agency due to their participation in this training.
- 3 Supervisor ensures training meets development objectives within the employee’s IGP and is aligned with mission and organizational goals of the agency.
- 4 Signatures/Approval obtained from employee’s Supervisor and Associate Administrator.
- 5 SF 182 forwarded to OHR for approval, registration, and payment.
- 6 If training is more than 80 hours long, CSA signed by employee equal to three times the length of the training, starting the day after the training ends.
- 7 After course completion, employee shall supply OHR with Certificate of Completion or other documentation that states course completion.
- 8 OHR inputs completion data into eLMS.

### 4.02 Tuition Assistance Requests:

- 1 OHR sends out Tuition Assistance Request, prior to Fall, Spring, and Summer semesters, via Maritime Administration Postmaster.
- 2 First time Tuition Assistance requesters schedule meeting with OHR prior to SF-182 submission.
- 3 Supervisor ensures course meets development objectives within the employees IGP and is aligned with mission and organizational goals of agency.
- 4 SF-182 filled out to include alignment of course to official duties of current position.
- 5 Signatures obtained from employee’s Supervisor and Associate Administrator.
- 6 SF 182 forwarded to OHR for approval, registration, and payment.

7 CSA signed by employee equal to three times the length of the training, starting the day after the training ends.

8 After course completion, employee shall supply OHR with documentation certifying course completion and a passing grade of “C” or better was obtained. Non-submission of grade documentation may result in non-approval of future tuition assistance requests.

9 OHR inputs completion data into eLMS.

#### 4.03 Programs:

1 OHR sends out program nomination request.

2 Nomination requests, along with requested documentation/write-ups (if requested), submitted to OHR for approval.

3 Nomination selection by Maritime Administration Management Council.

4 If program is more than 80 hours long, CSA will be signed by employee equal to three times the length of the training, starting the day after the program ends (unless otherwise stated).

5 After program completion, employee shall supply OHR with documentation certifying completion of program.

#### **Section 5: Evaluation:**

Evaluation is a key process in any L&D system to provide information regarding the value of activities that can be used to improve the activity or select between competing opportunities. Evaluation will be based on the following:

Level 1: Reaction – learners’ reaction immediately after learning event.

Level 2: Learning – measurement of the increase of knowledge (accomplished with a pre and post test).

Level 3: Behavior – extent of applied learning back on the job (supervisory observance of a changed behavior in training participant).

Level 4: Results – effect on the business or environment by the trainee (can be measured by a metric).

Level 5: Return of Investment (ROI) – comparison of monetary benefits to program costs.

#### **Section 6: Reporting:**

As eLMS is DOT’s official repository for tracking completed training, all training completions and information related to training, in order to fulfill the Office of Personnel Management’s Enterprise Human Resource Integration (EHRI) initiative, will be documented in eLMS.

Acting Deputy Maritime Administrator



UNITED STATES MERCHANT MARINE ACADEMY  
Kings Point, New York

June 20, 2008

**SUPERINTENDENT'S INSTRUCTION 2008 10**

**Subject: U. S. MERCHANT MARINE ACADEMY  
PERFORMANCE MANAGEMENT SYSTEM**

Effective Date: This instruction supersedes SUPINST 06-16, shall go into effect August 1, 2008, and remain in effect until replaced or revoked.

**Section 1. Purpose:**

- 1.01 This instruction establishes the U. S. Merchant Marine Academy's (the Academy's) Performance Management System (PMS) It contains procedures for all Academy employees except Senior Executive Service employees. For employees covered by collective bargaining agreements, the requirements of the agreements must be applied as Well. Bargaining unit employees will not be covered by the instruction until appropriate arrangements with employee representatives have occurred as provided under 5 U.S.C. 7117(d)(2).
- 1.02 Each employee's performance plan shall be linked to the employee's work assignments and responsibilities as well as to goals, objectives and required outcomes of the Maritime Administration (MARAD) and the Academy. This instruction will provide guidelines to tie individual performance to organizational performance and outcomes.

**Section 2. References:** This instruction reflects the requirements in 5 U.S.C. Chapters 43, 45 and 53 and 5 CFR Parts 430,432,451 and 531.

**Section 3. Terminology:** The following terminology is commonly used when communicating the PMS.

**Appraisal:** This is sometimes called a performance rating. It is an assessment of an employee's past performance based on a comparison of the employee's work with standards established in the performance appraisal plan.

**Appraisal Period:** The period established by a performance appraisal system during which an employee's performance is observed in order to formally evaluate it at the end of the period. An employee must be under performance standards for a minimum of 90 (120 for faculty) days in order to be evaluated. The Academy's performance period is from August 1 through July 31.

**Approving Official:** The official normally at a higher level than the Rater and usually the Rater's immediate supervisor, who reviews and approves recommended performance plans at the beginning of the appraisal period and reviews and approves ratings at the end of the appraisal period.

**Element:** A distinguishable task or unit of work required by an employee's position. A job element states the individual major responsibilities assigned to an employee.

**Critical Element:** A job element so important that unacceptable performance by an employee on one or more critical elements requires an overall unacceptable performance rating and corrective action, such as a reassignment, downgrade or removal from the Federal service.

**Distinguished:** Achievement for all critical elements is rated Distinguished and all non-critical elements are rated meritorious or higher.

**Meritorious:** Achievement level for all critical elements is rated Meritorious and all non-critical elements are rated Fully Successful or higher.

**Fully Successful:** Performance standards for the particular element when taken as a whole are being met. This level is a positive indication of employee performance and means that the employee is effectively meeting performance demands for this component of the job.

**Minimally Successful:** Although the critical elements of the standard are performed at the Fully Successful level, one or more non-critical elements are at the unacceptable level of competence.

**Less Than Fully Successful:** A level of performance that does not meet the standards established for the Fully Successful level. Assignment of this achievement level means that the performance of at least one critical element is not acceptable.

**Minimum Appraisal Period:** A 90 (120 for faculty) calendar day period of time during which an employee is operating under performance standards and elements for which an employee receives a performance rating.

**Performance:** The accomplishment of assigned tasks in comparison with the specific performance standards established in the employee's performance appraisal plan.

**Performance Management:** This is the total process of observing an employee's performance over a period of time; comparing the performance to the performance requirements contained in the performance appraisal plan; and then evaluating the performance by giving the employee a performance rating. Performance management includes working with employees on a daily basis to improve their performance.

**Performance Standard:** A statement that outlines specific tasks and duties that an employee is expected to perform and how well these must be accomplished in order to justify a particular rating level, such as fully successful or meritorious.

**Progress Review:** A review of an employee's progress in meeting established performance standards at various points during the performance period.

**Quality Step Increase (OSI):** An employee who has received an overall rating of Distinguished is eligible to receive a QSI. A QSI boosts the employee's base pay rate to the next higher step in the grade. If the employee is already at the 10<sup>th</sup> step of the grade, a QSI is not an option.

**Rater:** The official, usually the immediate supervisor, who is responsible for the development of performance plans and appraises the employee's performance and recommends a performance rating.

**Overall Rating:** The performance rating prepared at the end of an appraisal period for performance of agency-assigned duties over the entire period.

**Unacceptable Performance:** The performance of an employee which fails to meet established performance standards in one or more critical elements, and which is characterized as less than fully successful.

**Section 4. Background:** This order sets forth procedures for operation of the PMS. The new streamlined program focuses on results and provides a link between individual performance results and required outcomes of the organization. It explains the responsibilities of all parties, and how ongoing communication and continuous feedback between the rating official and the employee are the key ingredients to effective performance management. Performance plans will be based on a five (5) tier rating system, i.e., Distinguished, Meritorious, Fully Successful, Minimally Successful, and Less Than Fully Successful. Each employee will receive one of these ratings annually. This instruction prescribes policy on the development of performance plans, objectives in dealing with these plans, progress reviews, appraisal periods, the process for determining ratings, and other operational procedures.

#### **Section 5. Developing the Performance Plan:**

- 5.01 Performance appraisals can be one of the most useful tools of the performance management process. It is important to determine the purpose of the appraisal. Performance measures should focus on such areas as reliability, dependability, attitude, judgment, job knowledge, interpersonal skills, leadership, etc. Appraisals should also ascertain how well the person performs the task and how that work is accomplished.
- 5.02 At or before the beginning of a rating period, the rating official (employee's first-level supervisor) and the employee will discuss the organization's desired objectives and how the employee can assist the

organization in reaching these desired objectives. Each employee should actively participate in developing his/her performance plan. Performance expectations and goals for the individual should be clearly communicated in the performance plan. Getting the employee involved in the planning process will help them understand how their goals and objectives help accomplish the overall organizational objectives. The final authority for establishing the performance plan rests with the rating official.

- 5.03 In developing an employee's performance plan, the rating official and the employee will use the Department's and/or the organization's strategic plan, the Maritime Administrator's performance agreement with the Secretary of Transportation, and any other relevant documents (e.g., plan of SES executive who heads the organization) that contain the organization's outcomes, desired outcomes, program plans, work plans, or a discussion of desired program results.
- 5.04 An employee's performance plan should be measurable, understandable, verifiable, equitable, achievable, and results-oriented. Through critical elements, employees are held accountable as individuals for work assignments or responsibilities. Employee performance plans should also allow for flexibility. This will enable plans to be adjusted for changing program objectives and work requirements. Performance standards will be written to describe performance at the Meritorious, Fully Successful, and Minimally Successful levels.

#### Section 6. Developing the Managerial, Supervisory, and Team Leader Performance Plan:

- 6.01 The performance management process should be used as a tool in order to facilitate and enhance two-way feedback and communication of both organizational and individual performance objectives, and accomplishments on an ongoing basis. Communication between the manager and the employee is critical in achieving overall results.
- 6.02 Managers and Supervisors (GS-15 and below) must have the following four critical areas in their performance plan: Business Results, Managing Human Capital, Managing Resources, and Diversity/EEO Initiatives. All four of these areas are required for managers and supervisors; however, it is up to the rating official to determine which of these elements are applicable for Team Leaders. These four areas are defined in detail in order to assist you in developing performance outcomes in the performance plans for managers/supervisors and/or team leaders. Appendix A provides a listing of ways to measure these areas.
- 6.03 Business Results - Interprets, communicates, implements and applies the Department of Transportation and the Maritime Administration strategies, goals, objectives, policies and procedures. Develops operation and/or program strategies for attaining delivery of products and services that result in customer satisfaction or performance meeting pre-determined objectives.
- 6.04 Managing Human Capital - Applies human capital strategies and human capital management techniques to attract, retain, and leverage the skills and knowledge needed in the organization. Plans for the development of needed skills and positions identifying personnel resources based on present and future organizational requirements. Supports and plans for organizational and employee developmental needs, and creates an environment for continuous learning. Motivates and guides employees in achieving organizational goals. Plans for workforce needs through evaluation and analysis of new concepts and utilized appropriate flexibilities. Acknowledges and rewards superior performance. Addresses, attempts to resolve, or takes formal actions relating to performance or conduct problems. Corrective action is taken against supervisors for failure to address poor performance by employees.
- 6.05 Managing Resources - Communicates with and involves employees in the decision making process. Implements the Maritime Administration's processes using a variety of resources to achieve goals. Understands need for change and effectively brings about changes to achieve significant and sustained improvements in performance. Insures that resources are used effectively to produce results. Allocates and monitors usage of financial and physical resources within actual span of control. Anticipates future requirements, develops plans and establishes priorities. Considers immediate and long-term needs in determining resource allocation. Develops management controls and takes actions to reduce agency vulnerability.
- 6.06 Diversity/EEO Initiatives - Emphasizes the value of EEO and diversity efforts through effective

leadership. Shows consideration for cultural diversity and other differences, resulting in an environment where people work together to achieve organization goals. Demonstrates sensitivity to individual and cultural differences and ensures that different views are taken into consideration. Promotes change and exchange of new information, adapting work behavior and methods accordingly.

#### Section 7. Objectives:

- 7.01 The performance plan should ideally contain anywhere from three to five elements that directly relate to the employee's work responsibilities. The element should be sufficiently important to warrant appraisal. At least one element must be designated as critical, although more than one critical element is recommended. Additionally, there must be at least one non-critical element in each plan.
- 7.02 Elements are desired end-results that the employee and the organization are trying to achieve. These results should be linked to the overall organizational goals. At times elements may be defined as long-term, and only the portion of the element planned for accomplishment during the rating cycle should be rated. If the performance element contains a sub-element, it must be annotated that all or some of the sub-elements must be met in order for the whole element to be met. Each element may be defined as one of the following:
- (1) Critical: A critical element is of such importance that unacceptable performance of the objective/element would result in overall unacceptable performance in the position.
  - (2) Non-Critical: A non-critical objective/element is a dimension or aspect of individual, team, or organizational performance, exclusive of a critical element, that is used in assigning a summary level. Although this element does not meet the definition of a critical element, it is *still* of sufficient importance to warrant written appraisal.
- 7.03 If the employee has not been required to perform the duties pertaining to one of the specific elements that they were to be rated on, it should be annotated on the performance plan that the employee is "not rated" for that particular element.

#### Section 8. Implementation of Performance Plan

- 8.01 The employee and the rating official should discuss all elements before the start of the rating period and prepare a written performance plan. The performance plan will be established within 30 days after the beginning of the appraisal period, which runs from August 1 through July 31, or no later than 30 days after the employee enters into a new position by reassignment, promotion, or demotion.
- 8.02 The rating official and the employee will sign and date the plan to document its establishment and to indicate that the employee received a copy. A copy of the performance plan must be given to the employee. The rating official retains the original document. In the rare instance when the employee refuses to sign the plan, the rating official will annotate this on the appraisal form and deliver a copy to the employee.
- 8.03 A second-level of review of the performance rating plan by the approving official is normally required unless the rating official is the Superintendent.

#### Section 9. Progress Reviews:

- 9.01 Ongoing communication and continuous feedback between the rating official and the employee are the key ingredients to effective performance management. The rating official should provide continuous verbal feedback throughout the year.
- 9.02 The performance plan should be viewed as a working document subject to amendment throughout the year. Any additions or deletions to the performance plan should be annotated on the appraisal record and signed and dated by both supervisor and employee. If there are significant changes to the plan, the employee must be given the opportunity to perform under the revised plan for the 90 (120 for faculty) day minimum appraisal period discussed below. It is recommended that performance plans are not changed within 90 (120 for faculty) days of the end of the appraisal cycle.

9.03 In addition to continuous feedback, one official progress review (generally no later than 6 months from the start of the rating period) will be held between the rating official and the employee. The appraisal record shall be documented as to the date of the progress review.

9.04 If at any time during the appraisal period the employee's performance needs improvement the rating official should counsel the employee in order to improve performance. The supervisor should not wait until the end of the performance cycle to bring this to the attention of the employee or the Office of Human Resources.

9.05 If the employee demonstrates unacceptable performance during the appraisal period action should be taken. The rating official should consult with the Office of Human Resources for the appropriate steps.

#### Section 10. Appraisal Period:

10.01 Performance appraisals, including a written rating of record, must be accomplished on at least an annual basis. The minimum appraisal period is 90 (120 for faculty) calendar days. A change in rating official does not affect the minimum appraisal period. If the first-level supervisor has not supervised the employee for a minimum of 90 (120 for faculty) days prior to the end of the rating period, the second-level supervisor will become the rating official. The appraisal period runs from August 1 through July 31. The employee's rating of record is therefore normally prepared in August.

10.02 Employees should be given an opportunity to submit a self-assessment. Employees are encouraged to provide their rater relevant, focused input concerning their contributions during the year. This self-assessment should be submitted within one week after the performance cycle for that year ends. The self-assessment should clearly describe employee contributions in direct relationship to the performance plan and those elements established. While this is not mandatory, it is strongly encouraged. By completing a self-assessment an employee can ensure that nothing is overlooked and that specific details of the results of the employee's performance have been noted.

#### Section 11. Performance Information for New Employees, Details, Reassignments, or Transfers:

11.01 New Employees. Annual performance appraisals are required for all new employees who have been in their position for at least 90 (120 for faculty) days as of the end of their appraisal cycle. If an employee is hired after May 2 (April 2 for faculty) and unable to meet the time requirement, their performance plan will be extended into the next appraisal cycle until the time requirement is completed.

11.02 Details, or Temporary Assignments.

- (1) Performance plans must be developed for employees if they are detailed or temporarily reassigned for a period 90 (120 for faculty) calendar days or longer during the appraisal period.
- (2) Performance plans reflecting the elements on which the employee's performance will be appraised should be prepared by the gaining organization no later than 30 days after the start of the detail or temporary reassignment.
- (3) The performance should be appraised separately upon completion of the assignment and a summary rating prepared by the gaining organization in which the performance objectives were implemented. The summary rating should then be forwarded to the rating official who should consider the evaluation in completing the rating of record.
- (4) When employees are detailed outside the Department, a reasonable effort to obtain appraisal information from the gaining organization should be made. If an employee has served the minimum appraisal period in his/her official DOT organization, the employee should be rated, taking into consideration information from the gaining organization. If an employee has not served in the DOT organization for the established rating period, but has served for the minimum period with the gaining organization, the DOT organization should make a reasonable effort to prepare an appraisal

using information from the gaining organization.

11.03 Reassignments. Any employees reassigned during the appraisal period will have a summary rating of their performance prepared. This summary rating will then be forwarded to the new rater for inclusion in the final rating of record evaluation.

11.04 Transfer of Rating. If an employee moves to a new agency or organization outside the Maritime Administration at any time during the appraisal period, the employee will be given a summary rating which will be forwarded to the gaining agency or organization.

Section 12 Exception: If the last rating of record is inconsistent with granting or withholding a within-grade increase, a rating must be prepared which supports the action being taken. Deviations from these policies must be approved by the Director of Human Resources in conjunction with the appropriate rating officials.

### Section 13. The Final Rating:

13.01 Review of the Performance Plan.

- (1) Ratings must be forwarded by the rating official to the next level of supervision for review and approval prior to the discussion with the employee unless the rating official is the Superintendent. The second-level supervisor can change the rating. If he/she chooses to do so, he/she must clearly document on the appraisal form how the employee did not meet or exceed the proposed rating level.
- (2) The rating official and employee will sign and date the appraisal record to indicate that the discussion took place. The employee's signature does not indicate agreement with the rating and the rating does not require the employee's signature to be official.
- (3) The employee will be provided with a copy of the final appraisal record within 30 calendar days after the appraisal cycle ends. The original appraisal form should then be sent to the Academy's Personnel Office for forwarding to the Maritime Administration's Office of Human Resources for filing in the employees' Personnel Folder.

13.02 Disagreements. A disagreement concerning the performance rating should be resolved in an informal manner between the employee and the rating official, wherever possible. If disagreements cannot be resolved informally, the employee may use either the applicable negotiated grievance procedure or the Administrative Grievance System, as appropriate.

13.03 Performance Below An Acceptable Level.

- (1) An employee who is performing in an unacceptable manner or has been rated Less Than Fully Successful overall must be afforded a reasonable opportunity to demonstrate acceptable performance through a Performance Improvement Plan, which must:
  - (2) Notify the employee of the specific areas in which the employee is performing below the Fully Successful level
  - (3) Describe the types of improvements that the employee must demonstrate to attain the Fully Successful level of performance;
  - (4) Offer assistance to the employee in improving to the Fully Successful level (which may include formal or on-the-job training, closer supervision, and counseling); and
  - (5) Provide the employee an opportunity period of at least 90 days to improve his or her performance to the Fully Successful level. Performance improvement plans may be extended on a case-by-case basis.
  - (6) If at the end of the opportunity period the employee's performance continues to be Less Than Fully Successful, a proposal must be issued to reassign, reduce in grade or remove the employee unless the opportunity period is extended.
  - (7) If the employee fails to maintain the Fully Successful level of performance for a minimum of one year from the start of the Performance Improvement Plan period, the employee may also be subject to

reassignment, reduction in grade or removal.

- (8) The Office of Human Resources must be consulted prior to notifying the employee of unacceptable performance.

Section 14. Permanent Changes to Base Pay: Performance Incentive Pay. The PMS provides two types of permanent incentive pay changes.

14.01 Within-Grade Increase. The within-grade increase is a periodic increase in an employee's rate of basic pay from one step/rate of a grade to the next higher step/rate of that grade. Employees whose performance is at the Fully Successful level are eligible to be granted within-grade increases in accordance with 5 CFR Part 531, subpart D. The Office of Human Resources will send a notice to the employee's supervisor in advance of the eligibility date requesting the supervisor's certification of this Fully Successful level of performance/competence.

14.01 Quality Step Increase (QSI).

- (1) A quality step increase (QSI) is an increase to an employee's rate of basic pay from one step of the grade to the next step that is granted in recognition of excellence in performance during the last appraisal cycle. The purpose of such an increase is to recognize consistently high performers by granting faster than normal step increases.
- (2) Requirements: QSI's are not required but may be granted to employees whose overall performance is deemed exceptional as demonstrated by making significant contributions to the accomplishment of organizational goals and objectives, and exceeding the standards on all elements in the individual's performance appraisal plan.
- (3) QSI's are appropriate when an employee's sustained high level of achievement merits faster than normal advancement of basic pay and the employee is not in step 10 of their current grade. A QSI not only increases an employee's base pay, but also increases the amount of retirement benefits, the amount of Government life insurance for covered employees, and often results in a higher basic pay adjustment upon promotion of the employee. Because a QSI represents an increase in base pay, this type of recognition should be carefully considered prior to recommendation.
- (4) A QSI may be granted to an employee only when at the time it becomes effective, the employee is expected to remain at least 60 days in the same or a similar position at the same grade level in which his or her performance can be expected to continue at the same level of effectiveness.
- (5) Justification of a QSI must be fully documented. Documentation should consist of the most recent rating of record that is at the Distinguished level and specific justification dealing with each element the individual was rated on during the performance cycle. This narrative statement describing each element and the overall distinguished performance meriting this recognition should be as detailed as possible, expounding on how the individual exceeded each of the elements in an exemplary manner.
- (6) Recommendation of the QSI must be submitted to MARAD's Office of Human Resources, through the Academy's Personnel Office, with all of the supporting documentation, i.e., performance plan, narrative justifications, not later than 60 days after the end of the performance cycle. No QSI recommendations will be accepted after this time period. The HR Office will be responsible for ensuring that all regulatory requirements are met and the appropriate supporting documentation is submitted. Each performance element must be separately addressed indicating why the individual has exceeded that objective.
- (7) QSI's are normally recommended by the first-line supervisor. Both the second-level supervisor and Associate Administrator, Independent Office Director, Regional Director, or Superintendent USMMA must approve this recommendation. After approval, the QSI recommendation is forwarded to the HR Office for technical review. If either the second-level supervisor, Associate Administrator, Independent Office Director, Regional Director, or Superintendent USMMA does not support the QSI action, it will be returned to the nominating official indicating why it was not accepted.


- (8) The HR Office will review all of the supporting documentation for technical accuracy and compliance with established regulations. In addition, the HR Office will determine the effective date of the action and notify the nominating official that the QSI has been approved and the effective date.
- (9) Restrictions: A QSI may not be granted to an eligible employee who has received a QSI within the preceding 52 consecutive calendar weeks or who is in step 10 of the pay grade. Although QSI's may be granted after 52 consecutive calendar weeks, supervisors/managers are encouraged to carefully review each employee's performance to ensure that all regulatory requirements are met and the recommendation is in keeping with MARAD's overall mission, goals and objectives.
  - (10) Effect on Regular Within-Grade Increases: An employee who receives a QSI does not start a new waiting period to meet the time requirements for a regular within-grade increase. If the increase places the employee in the fourth or seventh step of his or her pay grade, however, the waiting period for the within-grade increase is extended by 52 weeks. Because a QSI is intended to recognize and motivate an employee, the avenue most advantageous to the employee should be taken. Also, if the employee is about to be promoted, the QSI may or may not benefit the employee once promoted. Prior to submitting any documentation, you should contact the Academy's Personnel Office to ensure that a QSI would be advantageous to the employee.
  - (11) QSI's should be made effective as soon as possible after they are approved unless a short delay would benefit the employee. Because the approval of the increase is a discretionary action, it may not be approved retroactively. However, if an administrative error occurred after the increase was approved that caused a delay in the increase being processed, it may be made effective retroactive to the first day of the first pay period following the date of approval.
  - (12) Funding: Normally, QSIs will be funded out of the performance pool.

#### Section 15. Awards Pools:

15.01 The awards pool of money will be centrally funded by the Academy. Distribution of the performance award money be consistent throughout MARAD and determined based on availability of funding for that fiscal year.

15.02 Performance awards will be generated each year and monetary value will be based upon the employee's overall rating of record. Performance awards will be distributed as soon as possible after the performance cycle ends.

15.03 Generally, eligible employees may receive either a quality step increase (QSI) or other monetary performance award but not both.

  
Vice Admiral, USMS



Appendix A  
U.S. Merchant Marine Academy Performance  
Management System- SI2008-10

The four required evaluation areas for managers, supervisors, and team leaders (as appropriate) may be measured using the following indicators of achievement.

Business Results may include:

- Supports organizational goals using technical and program knowledge to obtain timely and efficient delivery of quality products and services, which usually results in customer satisfaction and solid operational performance.
- Makes sound, timely and well-informed decisions and understands the impact and implications of those decisions on the organization or on other offices.
- Networks and uses organizationally accepted practices to achieve desired results.
- Pursues business excellence through effective process and change management, and the application of balanced measures.
- Effectively manages and positively impacts organizational performance by promoting accountability and continuous improvement, setting program standards and goals, and holding self and others accountable for achieving goals;
- Creates written documents that are clear, accurate, concise, and grammatically correct, achieving desired results.

Management of Human Capital may include:

- Holds employees accountable through individual performance evaluations for achieving results that support the Departmental and Operating Administration's strategic goals and objectives.
- Effectively communicates Departmental and Operating Administration strategic goals and objectives to employees and ensures employees understand how their work fits into the organization, and how they contribute toward those goals and objectives.
- Encourages employee collaboration in all aspects of the performance management processes, including development of individual Development Plans.
- Continuously monitors employees' performance and provides clear and constructive formal and informal feedback, coaching, support, reinforcement, and guidance.
- Conducts performance evaluations within the required timeframes. This includes setting performance plans and conducting mid-year reviews and final evaluations in a timely manner.
- Creates an environment for continuous learning, pursuing developmental opportunities for self and others with the intent to increase individual and organizational effectiveness.
- Takes effective and timely action on recruitment, hiring, development, and maintenance of a quality, high-performing workforce.
- Takes effective and timely action on employee work issues, such as poor performance, misconduct, grievances, complaints, workplace hazards, security and safety matters.
- Timely and effectively uses a variety of awards and recognition (monetary, honorary, informal) throughout the year to motivate employees.
- Promotes the flow of information up, down, and across the organization.

- Promotes cooperation, teamwork, and knowledge/skill sharing for organizational goal accomplishment.
- Leads by example, through display of high standards of honesty, integrity, trust, openness, and respect for individuals.
- Practices good listening skills and respects the opinion of others. Management of Resources may include:
- Identifies resources based on Departmental and/or Operating Administration goals and objectives in a timely manner.
- Provides adequate resources to support change and/or facilitates the change management process through monitoring and addressing problems in the transition process.
- Promotes labor/management partnerships to enable successful change to business processes or implementation of employee work life initiatives.
- Encourages employees to identify ways to improve work processes and products.
- Effectively manages and/or timely participates in the budgetary process, which may include preparing and justifying a budget and executing the budget under organizational and/or Congressional procedures.
- Identifies cost-effective approaches to financial resources, which may include management of overtime, travel and procurement of supplies and equipment.
- Takes steps to prevent waste, fraud and abuse and instill public trust. Diversity/EEO Initiatives may include:
- Communicates Departmental and/or Operating Administration policies on affirmative employment, EEO and diversity to all employees and reinforces those policies throughout the year.
- Creates a positive work environment that encourages mutual respect, communication, innovation, learning and support of EEO and diversity.
- Applies EEO principles to personnel management (e.g., hiring, training, work assignments/schedules, discipline, counseling and awards).
- Monitors work environment to prevent instances of prohibited discrimination and/or harassment.
- Takes immediate corrective action if sexual harassment or other discriminatory/unfair treatment is observed, reported or suspected.
- Participates in EEO/Affirmative Action/Special Emphasis Programs and activities and encourages subordinates to do the same.
- Cooperates with EEO Counselors and investigators, or other officials responsible for conducting inquiries into EEO complaints in a timely manner.
- Assigns work and/or optimizes employees' skills and abilities, and promotes opportunities for career growth.
- Recognizes employee performance in the areas of diversity, equal employment opportunity and affirmative action in a timely manner.