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ARTICLE I

Parties and Purpose of Agreement

Section 1. This Agreement is entered into this the eleventh day of September 1998, between the Atlantic and Pacific Marine Centers, Office of NOAA Corps, National Oceanic and Atmospheric Administration, Department of Commerce, hereinafter called the "Employer" and the International Organization of Masters, Mates & Pilots, ILM, AFL-CIO, hereinafter called the "Union", collectively referred to as the "Parties."

Section 2. The term "Department of Commerce (DOC)" as used in this Agreement means the U.S. Department of Commerce or its successor department(s) or agency(ies). The term "agency" means the National Oceanic and Atmospheric Administration or its successor agency. The term "employee" refers to all civilian licensed deck officers who are members of the bargaining unit.

ARTICLE II

Recognition and Bargaining Unit Designation

The Employer hereby recognizes that the Union is the exclusive representative of the following bargaining unit:

Included: All civilian licensed deck officers employed by National Oceanic and Atmospheric Administration on its entire fleet.

Excluded: All Commissioned NOAA Corps Officers

ARTICLE III

Rights of Union

The Union is the exclusive representative for all employees in the unit and upon approval of this negotiated Agreement shall be entitled to:

Section 1. Have representatives of the Union visit the Employees aboard vessels and work sites provided that the Union has made prior arrangements with the appropriate Marine Center in advance of the proposed visit.

Section 2. No special transportation will be provided to Union representatives; however, when vessels are not at a dock and regularly-scheduled launch service is being provided, the Union's representatives may use the regularly-scheduled launch service after advance notice and approval by the Commanding Officer/Master.

Section 3. Visits with the Employees will be limited to those times when the Employees (who are the object of the visit) are in a nonduty status.

Section 4.

a. The Union shall have the right to appoint a reasonable number of Employee Representatives at each Marine Center. The Union agrees that it will provide each Marine Center in writing the names of the Employee Representatives in that Marine Center and will keep the list current.

b. The Union Employee Representatives will have a reasonable amount of official time to perform legitimate representational functions of the Union, such as representing the Employees in grievances and attending meetings with management. The use of official time is subject to the following requirements:

1. Each Employee Representative must seek and obtain approval of his/her immediate supervisor before engaging in representational functions on official time. Such approval shall not be arbitrarily withheld. The Employee Representative shall advise his/her immediate supervisor of the amount of official time he/she believes is needed. If the immediate supervisor agrees the request is reasonable and appropriate, and operations permit, the Employee's request shall be granted.

2. When an Employee Representative completes his/her representational function, he/she will return to duty and advise his/her immediate supervisor.

3. Under no circumstance will official time be used for the performance of internal Union business.

Section 5. The Union shall have the right to be present at any meeting between management representatives and an Employee where the meeting concerns the grievance of that employee.

Section 6. At intervals of not less than once per quarter, the Employer shall provide to the Union written notification of the names, rating, vessel assignment, vessel address and vessel E-Mail address of all bargaining unit members. In addition, at quarterly intervals, the Employer shall provide to the Union a written deployment schedule of all NOAA vessels.

ARTICLE IV

Rights of Employer

The Employer retains all mandatory rights reserved to the Employer as set forth in 5 U.S.C. 7106.

ARTICLE V

Rights of Employees

Section 1. The Employer and the Union agree that any Employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each Employee shall be protected in the exercise of such right. Except as otherwise provided under the Federal Services Labor-Management Relations Statute, such right includes the right;

a. To act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and

b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under the Federal Services Labor-Management Relations Statute.

Section 2. Each Employee shall have the right to bring matters of personal concern to the attention of appropriate officials of the Employer through the Employee's normal chain of command.

Section 3. Each Employee has the right to become a member of the Union, subject to the Union's rules for dues, initiation fees and assessments.

Section 4. The Employer will annually notify all Employees represented by the Union of their right to request union representation at any examination of the Employee in connection with an investigation if the Employee reasonably believes disciplinary action could result.

Section 5. WHISTLE BLOWER PROTECTION. The Employer agrees that Employees shall be protected against reprisal for the disclosure of information which the Employee reasonably believes evidences:

- a. A violation of any law, rule, or regulation.
- b. Gross mismanagement, gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety.

Section 6. A bargaining unit member, if otherwise eligible, may have an additional allotment for pay taken from his/her salary by filing a CD Form 171 with the appropriate payroll office, i.e. Eastern Administrative Support Center or Western Administrative Support Center.

ARTICLE VI

Provisions of Law and Regulations

Section 1. In the administration of all matters covered by this Agreement, officials and Employees are governed by existing or future laws, existing government wide regulations of appropriate authorities, including the Code of Federal Regulations, and by published (in the CFR or otherwise) agency and related federal orders, policies, and regulations in existence at the time the Agreement was approved.

Section 2. The provisions of Title 5 U.S.C., Chapter 71, Labor Management Relations, shall apply to this Agreement and to all supplemental, implementing, subsidiary, or informal agreements between the parties to this Agreement.

Section 3. Employees serving aboard Employer vessels will hold U. S. Coast Guard licenses as appropriate to the position.

ARTICLE VII

Mutual Rights and Obligations

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

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

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

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

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

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

ARTICLE VIII

Grievances

Section 1. Limitations and Conditions

a. The Employer and the Union recognize the importance of settling disagreements and misunderstandings promptly, fairly, and in a manner consistent with the best interests of the

employees and the Employer. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest possible level of supervision.

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

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

d. Employees who choose to present their own grievances without intervention by the Union are not entitled to further review or consideration beyond the opportunity to present their grievances and have them adjusted, affirmatively or negatively. The decision of the Marine Center Director is final as to the employee or employees who choose to present their grievance without the intervention of the Union. However, the parties understand that the Marine Center Director's decision in no way restricts either party's ability to file a grievance in accordance with Section 4 below.

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

f. The grievance procedure shall be the exclusive procedure for resolving grievances which fall within coverage of this Agreement. The grievance procedure will not cover:

1. prohibited political activities;
2. retirement;
3. life insurance or health insurance;
4. suspensions or removal for national security reasons;
5. examination, certification, or appointment;
6. position classification which does not result in loss of grade or pay;

7. termination of probationary and temporary employees;
8. written and oral reprimands.

g. In all other adverse actions (5 U.S.C. 7512), EEO discrimination complaints (5 U.S.C. 2302(b)(1)), and removal or reduction in grade for unacceptable performance (5 U.S.C. 4303), the employee may use either the negotiated grievance procedure or the statutory appeals procedure (but not both). The employee shall be deemed to have exercised his or her option at such time as the employee timely initiates an action under the applicable statutory procedure or timely files a grievance in writing in accordance with the provisions of the negotiated procedure, whichever event occurs first.

h. Word processing equipment and current word processing software shall be made available to employees for the preparation of a grievance. Grievances may be hand written.

Section 2. Procedures. Under this Section, grievances will be processed in accordance with the following procedures. Throughout these grievance procedures "days" is defined as "workdays."

Step 1. (Informal) Whenever an employee considers himself or herself aggrieved over a matter arising over the application or interpretation of this Agreement, that employee shall discuss the matter as follows:

a. Mates. Discuss the matter with the Commanding Officer/Master within fourteen (14) days of the date of the action or condition giving rise to the grievance. The employee must specifically state he/she is presenting a grievance. If the employee chooses, he/she may be accompanied by the ship's Union delegate when at sea, or by the ship's Union delegate or Union port official if ship is in home port. The Commanding Officer/Master shall give his/her decision within seven (7) days. The parties recognize that if the Master is a member of the bargaining unit, his or her decision may be modified by the Employer at subsequent steps in the grievance procedure.

b. Masters. Discuss the matter with the Chief of Operations if in home port within fourteen (14) days of the date of the action or condition giving rise to the grievance, or, if at sea, within fourteen (14) days of return to home port. The employee must specifically state he/she is presenting a grievance. The Master may be represented by any Union official of his choosing, if he/she desires. The Chief of Operations shall give his/her decision within seven (7) days.

The parties encourage the use of mediation to informally resolve grievances. The union will be notified when the employee requests the utilization of the ADR process. Provisions for this informal process are found in NAO 202-715 "Alternative Dispute Resolution", which is filed on the ship. The parties agree disciplinary grievances are excluded from the informal process.

Step 2. (Formal) If the employee is not satisfied with the decision resulting from a. or b. above and elects to pursue the grievance further, he/she must within fourteen (14) days of receipt of the decision in Step 1, submit the grievance in writing to the next higher Employer official. For the Mate, this will be the Chief of Operations, and for the Master, this will be the Deputy Director of the Marine Center. This formal written grievance must contain:

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

When a formal written grievance from an employee is received by one of the above Employer officials, he or she will inform the ship's Union delegate that a grievance has been received and invite the delegate to be present during adjustment decision of the grievance. Within fourteen (14) days after receipt of the employee's formal written grievance, the Employer official will adjudicate the grievance and will inform the employee orally and in writing of his or her decision.

Step 3. If the Master/Mate is not satisfied with the decision in Step 2 and elects to pursue the grievance further, he/she must submit the formal written grievance to the Director of the Marine Center within seven (7) days of receipt of the decision in Step 2 or not later than seven (7) days after return to home port. A copy of this submission shall be furnished to the Deputy Director of the Marine Center (for the Master), and to the Chief of Operations (for the Mate) who has previously adjusted the grievance. Within seven (7) days of the date of receipt of the grievance, the Marine Center Director shall inform the employee in writing of his or her decision. If the employee is not being represented by the Union, a copy of the decision will also be sent to the Union. If not satisfied, the employee may notify the Union and Marine Center Director in writing of his or her dissatisfaction within seven (7) days of the date of receipt.

Section 3. Grievances filed under this Section involving disciplinary actions will be initiated formally (at Step 2 or 3) at the next higher level than the deciding official unless that official is the Marine Center Director.

Section 4. Employer/Union Grievances. Grievances may be filed by the Employer or the Union based on an action that concerns an alleged violation of the provisions of this Agreement. The grievance shall be initiated in writing by either the Director, Atlantic and Pacific Marine Centers, or by the President, International Organization of Masters, Mates & Pilots, or his/her

designee, and presented to the other party within 30 calendar days of the action or condition giving rise to the grievance. The response shall be rendered in writing to the grieving party no later than thirty (30) calendar days following receipt of the grievance. Should the issue remain unresolved, arbitration may be invoked.

Section 5. All time limits in this Article may be amended upon the mutual consent of the parties.

ARTICLE IX

Arbitration

Section 1. If the Employer or the Union is not in agreement with the decision of the Marine Center Director or Union President, then within fifteen (15) workdays following the date of receipt of the decision either party, upon written notice to the other, may refer the matter to arbitration. Arbitration shall be invoked only by the Employer or the Union. If arbitrability is in question, that matter shall be referred to an arbitrator for decision in accordance with the procedures outlined in the following paragraphs.

Section 2. Within seven (7) calendar days from receipt of an arbitration request by either party, the Union and the Employer shall confer for the purpose of endeavoring to agree on the selection of an arbitrator. If agreement cannot be reached, then either party may request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as arbitrators. The Union and the Employer shall confer within ten (10) workdays after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of seven and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator. The determination as to who shall strike first shall be made by the flip of a coin.

Section 3. Arbitration costs shall be shared by the parties as follows:

- a. Arbitrator's fee: shared equally by the parties.
- b. Adjunct arbitrator costs and costs of the hearing room: shared equally by the parties, if on other than Federal property and a cost is incurred.
- c. Travel and other costs for Management representatives and witnesses: paid by the Employer.
- d. Travel and other costs for union representatives and witnesses: paid by the Union (with exception of attorney fees granted by the arbitrator).

e. Stenographic and other miscellaneous service costs: paid by the party that requires the services and shared equally if required by mutual consent.

Section 4. The arbitration hearing shall ordinarily be held during the regular day shift work hours of Monday through Friday, and the aggrieved as well as his or her representatives and witnesses employed by the Employer shall be in a pay status without charge to leave or loss of pay while participating in the arbitration proceeding, provided they would otherwise be in a duty status.

Section 5. The arbitrator will be requested by the Union and the Employer to render a decision as quickly as possible, after the conclusion of the hearings unless the Union and the Employer otherwise agree. The arbitrator will furnish copies of the decision to the Union and the Employer.

Section 6. Either party may file exceptions to an arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by the Authority.

Section 7. All time limits in this Article may be amended upon the mutual consent of the parties.

ARTICLE X

Impasses in Negotiations

When agreement cannot be reached on a matter that both parties agree is negotiable, and after serious and diligent negotiations, then either party may request the Federal Mediation and Conciliation Service (FMCS) to furnish a mediator to meet with the parties, study the issues, and assist the parties in resolving the matters at issue. If any cost is involved in obtaining the services of a FMCS mediator, it shall be paid by the Employer and the Union in equal share. When voluntary arrangements, including the services of the FMCS or other private third party mediation, fail to resolve a negotiation impasse, either party may request the use of the Federal Services Impasses Panel to consider the matter or may mutually agree to use private interest arbitration under mutually agreed procedures. If by mutual consent a private third party mediator/arbitrator is consulted, all costs will be shared equally by the Employer and the Union.

ARTICLE XI

Disciplinary Action

Section 1. The Employer agrees that disciplinary actions may be taken only for such cause as will promote the efficiency of the service, must be supported by a preponderance of the evidence, and must be warranted by just and substantial cause. The employee will be promptly advised

specifically as to all details of the offense with which he or she is charged, so as to enable that employee to understand the charge and to defend against it. Information concerning disciplinary action is contained in the NOAA Personnel Handbook for Vessel Employees, Chapter 14, dated September 28, 1976, the Employee Handbook, U.S. Department of Commerce, dated September, 1988 and in Title Five of the Code of Federal Regulations, Part 752 (5 C.F.R. 752). Discipline shall, wherever appropriate, be progressive. If appropriate, counseling should be the form of discipline used for minor offenses. Wherever appropriate, rehabilitation will be considered.

Section 2. At any investigatory meeting where an employee is being questioned by a management representative and there is reasonable fear that disciplinary action may be taken, the employee is entitled to a Union representative if he or she asks for such representative.

Section 3. The Employer agrees to initiate disciplinary actions in a timely manner after discovery.

ARTICLE XII

Holidays

Legal holidays authorized by the Federal Government are as follows:

- New Year's Day
- Martin Luther King's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

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

ARTICLE XIII

Equal Employment Opportunity

The parties will not discriminate against Employees on the basis of race, color, religion, sex, national origin, age, handicapping condition, and marital status or political affiliation. It is further recognized by both parties that quarters assignments may be changed aboard the vessel where necessary to accommodate men and women in accordance with NOAA policy.

ARTICLE XIV

War Risk Bonus

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

ARTICLE XV

Contracting Out

Section 1. The Employer agrees to notify the Union at the time a decision is made to conduct an OMB Circular A-76 management efficiency review of its in house organization, provided such review could ultimately impact negatively upon Employees through a reduction in force or contracting out of employees' functions. Such notification shall include the rationale for conducting the review and the possible impact upon Employees.

Section 2. Should an A-76 management efficiency review result in a decision to proceed with an A-76 comparison, the Employer will furnish the Union a copy of the A-76 performance work statement upon which both Government and commercial cost estimates must be based, at the time it becomes available to prospective bidders. The Employer will also advise the Union of any bidders conferences that are open to the public, and the Union shall have the right to attend such conferences and, at its option, submit oral or written comments bearing on the subject matter to be discussed.

Section 3. Employer decisions affecting Employees resulting from cost comparisons may be appealed by the Union in accordance with appeals procedures of the agency and OMB Circular A-76.

ARTICLE XVI

Performance Appraisals

Section 1. Unit employees will receive their performance appraisals in accordance with the NOAA Performance Management Program for the General Workforce (NAO 202430), NOAA Supplements thereto, and this Agreement.

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

Section 3. Counseling benefits the employee, the appraising official, and the Employer. Through the use of information on performance progress and results as a basis for counseling, the employee's chances for success are enhanced and work effort can approach its peak usefulness to the Agency.

Section 4. Employees will be informed of the NOAA Performance Management Program and their rights and responsibilities under the system.

ARTICLE XVII

Dues Withholding

Section 1. General. This Article is for the purpose of permitting eligible employees who are bargaining unit members to pay dues through the authorization of voluntary allotments from their compensations. This Article covers all eligible employees:

- a. Who are members in the Union;
- b. Who voluntarily complete Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues; and

- c. Who receive compensation sufficient to cover the total amount of the allotment.

The parties agree that the provisions of this Agreement are subject to, and will be governed by, applicable Federal laws and government wide regulations. It shall also be governed by federal rules and regulations issued by the Office of Personnel Management, Federal Labor Relations Authority, and Department of Commerce regulations in effect as of the effective date of this Agreement.

Section 2. Employer Responsibilities. The Employer is responsible for:

- a. Permitting and processing voluntary allotment of dues in accordance with this Agreement;
- b. Withholding dues on a per pay period basis;
- c. Notifying the Union when an employee is not eligible for an allotment. The LRO, Servicing Personnel Office is responsible for this notification;
- d. Withholding new amounts of dues upon certification from the authorized Union official;
- e. Transmitting remittance by direct deposit/electronic funds transfer to the allottee designated by the Union, and transmitting a listing of employees for whom deductions were made;
- f. Forwarding, as a separate submission each pay period, a copy of all revocation notices received in the Payroll Office to the allottee designated by the Union; and
- g. Providing the following information on the remittance listing:
 1. The name of each employee for whom the deduction has been authorized to be made during the current pay period;
 2. For each employee or group of employees, the following information will be given to the extent applicable:
 - i). Amount withheld:
 - ii). No deduction because employees' compensation is insufficient to permit a deduction.

Section 3. Union Responsibilities. The Union is responsible for:

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

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

c. Notifying the LRO, Servicing Human Resources Office, in writing of:

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

2. The amount and any subsequent change in the amount of dues to be deducted.

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

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

e. Promptly forwarding an employee's revocation (memorandum of Standard Form 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues) to the LRO, Servicing Human Resources Office when such revocation is submitted to the Union; and

f. Keeping the LRO, Servicing Human Resources Office informed of the name, title, and address of the allottee to whom direct deposit/electronic funds transfer remittance should be sent. Until further notice this will be:

International Organization of Masters, Mates & Pilots, ILA, AFL-CIO
700 Maritime Boulevard
Linthicum Heights, Maryland 21090-1941

Keeping the LRO, Servicing Human Resources Office informed of the allottee to whom the direct deposit/electronic funds transfer shall be credited. Until further notice this will be:

International Organization of Masters, Mates & Pilots, ILA, AFL-CIO
700 Maritime Boulevard
Linthicum Heights, Maryland 21090-1941

Section 4. Joint Stipulations

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

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

Section 5. Effective Dates for Actions Under this Agreement

The LRO, Servicing Human Resources Office will be responsible for coordinating the actions described under this Agreement prior to payroll processing. The effective dates for actions under this Agreement are as follows:

Starting dues withholding	First pay period after date of receipt of properly executed and certified Standard Form 1187 by the LRO, Servicing Personnel Office; no more than once every twelve (12) months. An employee must remain on payroll deductions for one year after commencement of dues withholding.
Changes in amounts of dues	First pay period after receipt of certification by the LRO, Servicing Human Resources Office.
Revocation by employee; Revocation may be made by use of SF 1188 or by memorandum.	An employee may revoke dues withholding after his or her first year of being on dues withholding. A revocation received on or before the first anniversary of the date the employee authorized withholding will be effective the first pay period which begins on or after the anniversary date.
Termination due to loss of membership in good standing.	First pay period after date of receipt of notification by the LRO, Servicing Human Resources Office.
Termination due to loss of exclusive recognition on which allotment was based.	First pay period after date of receipt of notification by the LRO, Servicing Human Resources Office.

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

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

ARTICLE XVIII

Employer/Union Pre-Third Party Procedure

The Union and the Employer agree to consult on matters regarding the alleged violation, misinterpretation, or misapplication of any rule, law, or regulation affecting conditions of employment in an effort to resolve any conflicts without third party intervention.

ARTICLE XIX

Distribution of Agreement

A copy of this Agreement shall be made available to all bargaining unit members. The Union shall be afforded sufficient copies for its needs and for distribution to the employees of the units for which it holds exclusive recognition. The Employer shall make distribution to those Employer personnel responsible for implementation of this Agreement.

ARTICLE XX

Working Conditions

Section 1. Safety.

a. The Employer recognizes its responsibility to assure it complies with applicable laws, policies, and regulations pertaining to safety. The Employer shall make every effort to provide and maintain safe working conditions and the Organization will cooperate to that end and encourage employees to work in a safe manner. The Employer, the Organization, and Employees are responsible for working safely.

b. The Employer agrees to provide appropriate protective equipment to maintain a safe working environment.

c. The Employer shall provide, and Employees shall use, appropriate protective clothing and equipment when working in a hazardous environment.

Section 2. Emergency Duties.

Any work necessary for the safety of the ship, crew, or for the saving of other ships, lives, or cargoes, shall be performed at any time on immediate call by any or all bargaining unit members, and notwithstanding any provision of this Agreement which might be construed to the contrary, in no event shall overtime be paid or compensatory time allowed for work performed in connection with such emergency duties. This Section, however, is without prejudice to any rights of salvage employees may have.

Section 3. Fire, Collision and Lifeboat Drills.

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

b. The performance of the duties enumerated in the preceding paragraph shall not constitute a claim for the payment of overtime, except as stated herein. It shall not be made a general practice to hold emergency drills on Saturdays, Sundays, or holidays in port or at sea. In port or at sea when lifeboat or other drills are held on Saturdays, Sundays, or holidays, overtime shall be paid for those so entitled except for such drills held before 2400 on day of departure.

ARTICLE XXI

Work Clothing

Recognizing the important role neat and professional appearance can play in interactions with the public and appreciating that a positive public perception of NOAA's employees is critical to continued public support, Employees will be required to furnish at their own expense work clothing as listed below:

- Shirt and Trousers Khaki
- Coveralls Khaki

- Shoes Black leather, low or high cut, with plain toes, leather or composition outer soles and rubber heels. All employees are encouraged to wear safety shoes.
- Watch Cap Blue "baseball" type
- Coats/Jackets Khaki or Blue

Work clothes described above are to be unadorned except for manufacturer trade names, NOAA and/or Union patches, and ship or individual's name and rating. The above dress standard shall not apply during periods when job-related duties warrant alternative clothing such as dirty jobs, inclement weather, etc. This waiver shall not apply on arrival or departure days or when going ashore as part of a field unit except as authorized by the Commanding Officer/Master. The Commanding Officer/Master may, at his or her discretion, relax the above dress code. However, evoking of the dress code may not be done in an arbitrary or capricious manner or as a punitive measure. It is understood that any perceived abuse of this discretion may be subject to the grievance procedure.

ARTICLE XXII

General Working Rules

It is understood by both the Union and the Employer that since the ships are so different in general characteristics (size, intended use when constructed, date of construction, mission and other similar factors), one set of detailed rules in its entirety cannot be made applicable to all ships.

Section 1. Hours of Work

a. The standard workweek for all personnel covered by this Agreement shall be forty (40) hours per week, Monday through Friday, eight (8) hours per day respectively. Employees, other than Masters, will be compensated at the prescribed overtime rates for all work performed in excess of eight (8) hours per day and for work performed on Saturdays, Sundays, and holidays unless specifically prohibited elsewhere in this Agreement or applicable collective bargaining agreements.

b. Masters will be compensated as follows:

1. At sea, Masters paid at day worker rates do not receive any additional compensation in any form. In port, Masters paid at day worker rates will receive, at their option, either compensatory time on an hour-for-hour basis or cash in lieu thereof, payable at the prescribed overtime rates, for all hours required to be on board between the hours of 1700 and 0800 Monday

through Friday and for all hours on Saturdays, Sundays, and holidays, except when such duty is required for the safety of the ship, crew, or machinery.

2. At sea and in port, Masters paid at watchstander rates receive overtime pay for work performed in excess of eight (8) hours per day Monday through Friday, and all work performed on Saturdays, Sundays, and holidays. In addition, they receive non-watchstander allowance during appropriate leave periods.

c. Under the public interest provision of 5 USC 5348, time spent in a travel status, while under official travel orders, is not considered to be "hours of work", and is not compensable as overtime.

d. Members of the unit will be permitted to accumulate at their own request compensatory time in accordance with Section 4 (Compensatory Time) below.

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

Section 2. Hours of Duty

a. In an effort to ensure the Employer's continued efficiency of operations, the parties agree that the hours of duty for Employees for daywork shall be eight (8) hours scheduled during the 12-hour period, 0600 - 1800 as dictated by reasonable efforts to support the ship's mission requirements schedule. Normally, this workday will be eight continuous hours, excepting meal times.

b. In Port. Except as otherwise provided in this or another collective bargaining agreement, the regular working hours in port from Monday to Friday, inclusive, shall be from 0800 to 1700 with one (1) unbroken hour for lunch. The Commanding Officer/Master may, at his or her discretion and with reasonable notice, reduce the lunch break for all hands to one-half hour with resultant one-half hour earlier "knock off" time if such action is deemed to be in the best interests of the Government or is the expressed desire of the majority of the personnel assigned to the ship. No additional compensation will accrue when the lunch break is reduced to one-half hour, as provided for above.

c. At Sea. Four (4) consecutive hours shall constitute a watch and two watches shall constitute a day's work. All work performed in excess of the regular watches and on Saturday, Sunday, and holidays shall be paid for at the overtime rate. When three licensed Deck Officers or less are assigned to a ship, all should be regular watchstanders. The Employer retains the right to assign non-watchstanding duties to watchstanders within its discretion as appropriate to the agency's mission.

Section 3. Jurisdiction

It shall be the normal practice to assign Employees to perform the customary and recognized duties of their respective rating. The Employer shall make reasonable efforts to fill vacant licensed deck officer positions with qualified personnel, when in a port where qualified personnel are available. Mission oriented duties may be assigned to any employee as necessary and required.

Section 4. Compensatory Time

Compensatory time will be granted only when requested by the individual and approved by the Commanding Officer/Master or his/her designated representative. No employee may have more than eighty (80) hours of compensatory time to his/her credit on February 1 of each year. Employees may be directed to take compensatory time off at a time convenient to the Government to assure they do not exceed the eighty (80) hour limit on February 1 as above. Compensatory time in excess of eighty (80) hours on February 1 shall be converted to overtime payment at the rate at which earned.

Section 5. OOD Security Watch

In port when sea watches are broken, watchstanding officers shall be assigned to the duties of the Officer-of-the-Day (OOD) security watch. While in port and at the discretion of the Commanding Officer/Master, and in accordance with Marine Center policy, watchstanding officers may be assigned to an on-call telephone/beeper watch during non-work hours. However, no additional compensation will be paid while in an on-call status unless actually called back to the ship. Applicable compensation will be paid for call backs starting from the time the employee reports to the ship and ending when the circumstances for the call back are resolved, allowing the employee to depart the ship and return to an on-call status. This will normally be assigned on a rotational basis.

Section 6. Dinner Relief

Dinner relief will be provided by an off duty watchstanding officer and compensation will be in accordance with regular overtime practices.

Section 7. Restriction to Ship

a. Penalty time shall accrue to off watch employees whenever a vessel is under port time conditions, and they are required to remain aboard for reasons other than discussed below.

b. No penalty time shall accrue to employees in situations where heavy seas, high winds, or similar conditions require that the employees be restricted to the ship for their own safety, as well as that of the ship. When employees are restricted to the ship under this provision, the decision shall be supported by clear evidence as to conditions such as regular log entries, etc.

c. No penalty time shall accrue to employees when local, state, or federal authorities in the United States or U.S. controlled ports, or a foreign government agency in a foreign port, by order or regulation, deny shore leave in port. When employees are restricted to the ship under this Section, a copy of the order shall be retained by the ship and posted. If a copy of the order cannot be secured, a letter stating the terms of the restrictions which is acknowledged by the proper authorities, will suffice.

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

e. The Commanding Officer/Master may restrict any employee, without liability for overtime or penalty pay, whose conduct ashore, during the current visit is of a nature which adversely reflects on the Office of NOAA Corps Operations, NOAA, or the Department of Commerce. Such restriction should have documentation in the form of a letter of reprimand or entry in the ship's log as to the nature of the questionable conduct. A copy must be supplied to the employee upon request.

f. Penalty time shall not accrue when an employee is assigned to the OOD Security Watch and it has been determined by the Commanding Officer/Master that the OOD must remain aboard during his/her 24-hour watch due to concerns of port security. Overtime is still payable for work actually performed outside normal work hours. No additional compensation is payable when the employee is in an on-call status, and not actually working.

Section 8. Sea Watches

a. On days of departure, sea watches shall be set one (1) hour before sailing time but not later than noon on that day. When departure falls on Saturday, Sunday, or holiday afternoons, sea watches normally are set at least four (4) hours before sailing time. When circumstances allow, this time frame may be shortened. Vessels are excluded from these time constraints when it is necessary to get underway unexpectedly to retrieve or replace instrumentation which is lost or endangered, or in the event of impending severe weather, tsunami, etc. This provision sets forth typical arrangements for sea watches, but the Employer retains the discretion to depart from these arrangements when appropriate for the accomplishment of the agency's mission.

b. Watches may be broken one (1) hour after the vessel is securely anchored, moored, or made fast to the dock, but not later than the next turn of the watch, upon arrival in port where the vessel is to remain in excess of 24 hours.

c. Those personnel not needed on watch shall not be entitled to compensation if so notified by the Commanding Officer/Master prior to sea watches being set.

Section 9. International Date Line

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

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

Section 10. Time Zone Changes

The Commanding Officer/Master may change the ship's clocks to conform to local time either when the ship enters a different time zone or when civil authorities impose seasonal alterations (for example, daylight savings time). The Commanding Officer/Master may also change the ship's time to promote operational efficiency when local conditions, such as weather, make it advantageous to do so. If a clock change occurs when employees are working under overtime conditions, affected employees will receive overtime for the number of hours actually worked. When a clock change occurs during a non-overtime situation, foreshortened or lengthened hours of work due to clock changes will not result in charges to leave or credit for overtime. The actual method used to accomplish clock changes and associated watch scheduling remains the decision of the Commanding Officer/Master. The most appropriate watch scheduling may be based upon local shipboard practices or maritime traditions.

Section 11. Room and Meal Allowance

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

In lieu of breakfast	\$ 6.00
In lieu of lunch	12.00
In lieu of dinner	20.00
Room allowance	40.00, provided the employee does not remain aboard the vessel.

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

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

Employees shall be entitled to room allowance if they have notified the Commanding Officer/Master that the following conditions exist when the vessel is in port and it is impossible for the Commanding Officer/Master to arrange for other comparable quarters and the affected employees actually go ashore to sleep and incur an additional expense within the provisions of this Section. Room allowance will not be paid to employees who maintain a residence within 25 driving miles of where the vessel is located, and who do not normally sleep aboard when the vessel is in port, unless unusual circumstances (e.g. hazardous weather conditions) exist which prevent the employee from getting home:

- a. When heat in cold weather or air-conditioning in hot weather is not furnished.
- b. When hot water is not available in crew's washrooms for a period of twelve (12) or more consecutive hours or is not furnished at a convenient place aboard ship.
- c. When the crew's quarters have been painted and paint is not absolutely dry and other suitable quarters are not furnished.
- d. At all times when the vessel is on drydock overnight unless lodging with all facilities, including heat, light, hot and cold running water, and sanitary facilities are provided.
- e. When linen is not issued upon the seafarer's request prior to 1800 on the day that he or she joins the vessel.
- f. When vessel is being fumigated and not cleared for occupancy before 2100. Personnel standing the midnight to 0800 watch shall be entitled to room allowance in any event if the fumigation affects in any way the habitability of the sleeping quarters provided by the Employer.
- g. When repair work such as chipping, welding, riveting, hammering, and/or pounding, or other noises of a similar nature are being performed in or around vessel personnel quarters for three (3) hours or more between the hours of 1830 and 0630. If the preceding conditions exist at sea, exclusive of noise due to the operation of scientific equipment, affected personnel shall receive \$10 per night. A temporary breakdown for minor repairs of less than three (3) hours duration shall not subject the Employer to any lodging penalties.

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

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

absent from the ship in an off-duty status during weekends and holidays and, as such, not be able to take advantage of Government-furnished rooms and/or meals.

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

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

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

5. On detail to a shore assignment due to personal hardship, periods of recuperation when not fully able to return to duty or during relief periods from continuous sea duty, or when an employee who has volunteered is assigned as part of the maintenance crew aboard an inactive vessel laid up indefinitely in home port. For purposes of this Section, an inactive ship is defined as a ship for which there is no funding for operations and on which a reduction of permanent crew has been made, consistent with the necessary conditions of maintenance and crew requirements, to assure return to full operational status for operational readiness within a prescribed time limit.

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

7. On temporary duty assignments to shore parties not in association with a ship mission. Employees shall be paid the per diem rate for such parties as set forth in the NOAA Travel Handbook.

Section 12. Meal Hours

The meal hours aboard vessels operated shall be as follows:

Breakfast	0730 to 0830
Lunch	1130 to 1230
Dinner	1700 to 1800

These hours may be varied, but such variation shall not exceed one (1) hour either way, provided that one unbroken hour for meals shall be allowed. This paragraph, however, shall not apply to personnel on watch.

returned to a position equivalent in pay to their permanent rating. The temporary promotion will be documented on the "Notification of Personnel Action," Form SF50B.

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

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

Employees may be detailed to fill vacancies created by employees on annual or shore leave.

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

ARTICLE XXIII

Definitions

<u>Day</u>	The 24 hours from midnight to midnight.
<u>Days</u>	Calendar days, when used to indicate a time limit, except for purposes of the grievance procedure where "days" shall mean workdays.
<u>Daywork</u>	Work performed by ships' personnel, except Steward Department and personnel assigned sea watches, during eight (8) hours of duty between 0800 and 1700 on Monday through Friday at sea or in port, or as specified in this Agreement.
<u>Dayworkers</u>	Ships' personnel, except Steward Department and personnel assigned sea watches, whose services are required for maintenance, upkeep, and service to the ship, and who are assigned to daywork at sea and/or in port.
<u>Inactive Ship</u>	A ship for which there is no funding for operations and on which a reduction of permanent crew has been made, consistent with the necessary conditions of

When the full meal hour as provided in this Agreement cannot be allowed, one-half hour of penalty pay shall be paid for less than one-half hour's loss, and one (1) hour of penalty pay shall be paid for more than one-half hour's loss.

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

Section 13. Temporary Promotions

a. Temporary promotions of qualified licensed employees will be made when there is a need for an employee to perform the full duties of a position during the extended absence of the incumbent, to fill a position which has become vacant until a permanent appointment is made, to assume responsibility for a higher grade position because of an increased workload for a limited period, or to participate in a special project which will last for a limited period. Consequently, when such a position will be open for fourteen (14) calendar days or longer during the working season, temporary promotion shall be made at the beginning of the next pay period following receipt of the request to temporarily promote by the Personnel Office. When temporary promotions are made, it may not always be possible to start the temporary promotion on the exact date that the employee actually assumed the higher rated duties, since promotions under the NOAA/DOC systems begin on the first day of a pay period. Additionally, the NOAA/DOC pay system cannot accommodate temporary promotion of less than a full pay period (14 days). Recognizing that the Employer may not be able to start an employee's temporary promotion on the same day he or she actually assumes the higher rated duties, the following procedure is agreed upon:

1. The effective date of the promotion is within 30 days of the date the employee actually assumed the full duties of the higher rated position, and;

2. The promotion is for a period of not less than the length of time the employee actually performed the higher rated duties provided it's for fourteen (14) calendar days or longer.

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

b. An employee will be temporarily promoted for the expected duration of the need for his or her services in the higher rating, but the period may not exceed one (1) year. Qualification requirements may be waived when deemed necessary by the Marine Center Director in accordance with the provisions of the NOAA Wage Marine Qualification Standards.

c. Employees temporarily promoted must be fully advised in advance, either orally or in writing, regarding the nature of the promotion and that, when the promotion expires, they will be

ARTICLE XXV**Effective Date, Duration and Reopeners**

Section 1. This Agreement shall become effective on the twenty-second day of October, 1998 and will remain in effect for a period of four years. Thereafter this Agreement shall remain in effect from year to year unless either party shall notify the other in writing no more than 105 days nor less than 60 days prior to the expiration date of this Agreement, or any subsequent expiration date, of its desire to terminate or renegotiate this Agreement.

Section 2. By mutual consent of both parties, this Agreement may be reopened at any time for amendment. The parties agree to mutually consent in the event that there is a significant increase in the number of bargaining unit members. Such amendment will be duly executed and will become effective on a date determined to be appropriate under the circumstances.

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

- Overtime** A rate as specified in the NOAA Wage Marine Pay Schedule payable for work performed outside the regularly established time of work.
- Penalty Time** A rate as specified in the NOAA Wage Marine Pay Schedule payable for certain types of work performed outside the scope of regularly prescribed duties.
- Sea Watch** Established hours of work for Masters and Mates, and Deck, Engine, Quartermaster, and Survey Department personnel primarily necessary for the navigation of the ship and mission-oriented operations. Sea watches are generally stood by marine employees divided into three (3) groups or "watches" with each group working four (4) hours in each 12-hour period. Scheduled sea watches constitute the regular eight (8) hours of duty for watchstanders when sea time is in effect.
- Security Watch** The watch assigned to ship's personnel who are required to maintain the secure integrity of the vessel.
- Watch** Established hours of work served by marine employees. Also refers to the employees who stand the watch.
- Watch Below** Personnel not on duty at a given time.
- Watch on Deck** Personnel actually on duty at a given time. This includes both watchstanders and day workers.
- Watchstander** A marine employee assigned to a sea watch.

ARTICLE XXIV

Set Aside

The Employer and the Union agree to share information and negotiate within 180 days of the execution of this Agreement any outstanding or new issues related to compensation and work rules, which are applicable to Employees and not incorporated in this Agreement. Negotiations will be at a mutually agreed upon time and place.