

**ARTICLE I**

**BASIC AGREEMENT**

This Agreement is entered into this 05 day of August, 2011 by and between the Marine Operations Center (MOC), Office of Marine and Aviation Operations (OMAO), National Oceanic and Atmospheric Administration (NOAA), Department of Commerce, hereinafter called the "Employer" and the International Brotherhood of Electrical Workers (IBEW), AFL-CIO & CLC, Local Union No. 932, hereinafter called the "Union."

WITNESSETH:

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

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

Now, therefore, the parties agree as follows:

**SECTION 1: DURATION OF AGREEMENT**

A. This Agreement shall become effective on the thirty-first day following execution by the parties, subject to agency head review under 5 U.S.C. 7114(c), and will remain in effect for a period of three 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.

B. A Memorandum of Understanding (MOU) shall be executed by the parties that will specify the ground rules to be used in any renegotiation of this Agreement upon receipt of the written notice required by paragraph A above.

## **SECTION 2: AMENDMENTS**

This Agreement may be opened by mutual consent at any time for the purpose of amendment. Any request shall be in writing and must be accompanied by the amendment(s) proposed. Within 30 days of receipt of such requests for amendments, the receiving party will indicate their willingness to consent to negotiations over the proposed amendment. Should the decision be made to negotiate, the parties will meet to discuss in person or by phone. No changes other than those covered by the proposals shall be considered. Agreement shall be evidenced by written amendments executed by both parties.

In the event any law, regulation, or policy binding on the Employer hereinafter enacted or issued is inconsistent with any provision of this Agreement, or any other recorded understanding, the Employer shall promptly notify the Union and if requested, appropriate bargaining will be initiated. No regulation or policy will be enforced or administered in a manner which gives it retroactive effect unless otherwise provided for by law.

## **ARTICLE 2 RECOGNITION**

In accordance with the exclusive recognition granted pursuant to Title 5, Chapter 71, United States Code, Amendment of Certification of Representative, issued by the Federal Labor Relations Authority, dated October 6, 2010, Management hereby affirms the recognition of the Union as the exclusive representative of the employees in the bargaining unit as follows:

Covered: All Rotating Electronics Technicians of the Marine Operations Center Pacific, National Oceanic and Atmospheric Administration.

Excluded: All other nonprofessional employees; professional employees; management officials; supervisors; and employees described in 5 U.S.C. § 7112(b) (2), (3), (4), (6), and (7).

## **ARTICLE 3 PRINCIPLES AND POLICIES**

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

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

B. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under Title VII, the Federal Service Labor Management Relations Statute.

**SECTION 2.** It is agreed that: Pursuant to Section 7106(a) of the Statute, nothing in this Agreement shall affect the authority of the Employer to determine the mission, budget, organization, number of employees, and internal security practices of the agency and in accordance with applicable laws:

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

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

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

1. among properly ranked and certified candidates for promotion; or

2. any other appropriate source;

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

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

**SECTION 4.** The provisions of this Agreement are not intended to alter the Employer's authority to assign work in accordance with 5 U.S.C. §7106(a) (2) (B), and are not to be construed as doing so.

**SECTION 5.** Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization; or to pay money to the organization except pursuant to a voluntary, written, authorization by an employee for the payment of dues through payroll deductions. Should the law regarding the employee's obligation for representation change; the parties will meet within 30 days to reconsider this section.

**SECTION 6.** Pay, position classification, performance management and staffing determinations for employees in the unit are administered in accordance with the Department of Commerce Alternative Personnel System (CAPS). Information regarding CAPS is available within the CAPS Operating Manual which can be found on NOAA's Workforce Management Web Site.

## **ARTICLE 4**

### **MUTUAL RIGHTS AND OBLIGATIONS**

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

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

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

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

**SECTION 2.** The Employer and the Union shall meet at reasonable times and confer with respect to personnel policies and practices and matters affecting working conditions so far as may be appropriate, subject to law and policy requirements, including, but not limited to, such matters as safety, training, employee-management cooperation, employee services, the methods of adjusting grievances, granting of leave, promotion plans, demotion practices, reduction-in-force practices, and hours of work.

**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.



## ARTICLE 5

### UNION REPRESENTATION, RIGHT OF VISITATION, AND OFFICIAL TIME

**SECTION 1.** The Employer agrees to recognize the Officers and all other Official Representatives of the Union. The Union shall have the right to determine its internal structure and develop whatever system of representatives it feels best represents its needs. The Union shall inform the Employer in writing of the names of its designated Representatives, as well as of changes as they occur.

**SECTION 2.** Designated bargaining unit representatives shall normally be authorized official time for such purposes as negotiating, attendance at impasse proceedings, processing of grievances, presentation of formal grievances, presentation of cases in arbitration, and employee representative at other meetings during the time the employee otherwise would be in a duty status.

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

**SECTION 4.** Consultation with the Union's official representatives will normally be conducted during regular working hours, with reasonable time being granted to Union representatives to discharge their responsibilities under this Agreement without loss of pay. If the representative's use of official time for representational duties interferes with the proper performance of his/her official duties as an employee, the supervisor will discuss the matter with the representative in order to find a satisfactory solution.

Representatives wishing to conduct appropriate union business during working hours shall request official time in advance from their supervisors in writing and provide the purpose and estimated duration of their official time. Permission for official time will be granted in the amount the agency and the exclusive representative agree to be reasonable, necessary and in the public interest. Official time requested while serving on a vessel shall be requested from the Commanding Officer or his/her designee. Delay or denial of official time shall be in writing upon written request. After completion of their business and upon return to their work areas, representatives will notify their supervisor. Representatives will record the amount of official time used on their time sheet and in Web TA.

**SECTION 5.** Subject to operational and security requirements (including obtaining authorization for boarding a NOAA vessel or access to a NOAA facility), IBEW Business Managers or other non-NOAA Union representatives may visit bargaining unit employees in a non-duty status and in non-work areas for the purpose of discussing union issues. Under such circumstances, the Division Chief or his/her designated representative, or Commanding Officer/Master or his designee, shall be the source of obtaining access. While there, the Union representative may meet with other representatives and with any other members of the Unit who is in a non-duty status and wishes to meet with the Union representative. The Division Chief or the Commanding Officer/Master, or his designee, shall designate a space for the parties to meet.

**SECTION 6.** There shall be no restraint, interference, coercion or discrimination against the representatives because of the performance of their official representational duties. Representatives may receive but not solicit complaints and grievances of employees.

**SECTION 7.** The Employer agrees to grant up to a total of 40 hours per year of official time for bargaining unit representatives to attend Union-sponsored training which is of mutual benefit to the parties. The Union must submit a course outline at the time of the request so that a determination can be made by the Employer as to the training that can be approved under this provision. To be considered, requests for release must be submitted in sufficient time to allow for rotational considerations so as not to negatively impact operational requirements.

**SECTION 8.** Under no circumstances may an employee or union representative be paid overtime or other premium pay for time spent conducting representational matters covered by this Agreement. The Employer is not obligated to incur any expenses, such as travel and per diem, in connection with representational duties, unless specifically agreed to or required by the Federal Labor Relations Authority.

**SECTION 9.** In instances where it will not adversely impact operations, the Employer will grant a Union representative elected as a delegate, up to a total of 12 days leave without pay per year (commencing with the execution of this Agreement) to serve as a delegate at the national union convention. Determinations for the use of this leave without pay will be based on respective work schedules and on a case-by-case basis. Requests must be made through the employee's supervisor and by completion of an SF-71. Requests must be submitted 3 months prior to the event to help accommodate the request. No travel and per diem expenses will be paid by the Employer.

**SECTION 10.** The MOC will provide a small two-drawer file cabinet and space at the Marine Operations Center Pacific will be provided for the Union to keep the file cabinet.

## **ARTICLE 6**

### **DUES WITHOLDING**

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

This Article is for the purpose of permitting eligible employees who are members of the Union to pay dues through the authorization of voluntary allotments from their compensations.

This Article covers all eligible employees:

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

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

## **SECTION 2. MANAGEMENT RESPONSIBILITIES**

The Employer is responsible for:

- A. Processing voluntary allotment of dues in accordance with this Article;
- B. Notifying the Union of the current name and title of the appropriate WFMO who shall receive the Standard Form 1187 for processing.
- C. Withholding dues on a per pay period basis;
- D. Withholding new amounts of dues upon certification from the authorized union official;
- E. Transmission of dues to the Union.
- F. Forwarding a copy of all revocation notices processed through the WFMO to the Union.

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

The Union is responsible for:

- A. Informing its members on the voluntary nature of the system for the allotment of employee organization dues including the conditions under which the allotment may be revoked once a year;
- B. Obtaining and distributing to its members Standard Form 1187;
- C. Notifying the servicing WFMO of:
  - 1. Current authorized names and titles of officials who will make the necessary certification of Standard Form 1187 in accordance with this Article,
  - 2. Any change in the amount of dues to be deducted,
- D. Forwarding properly executed and certified Standard Form 1187 to the MOC Administrative Officer on a timely basis.
- 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 MOC Administrative Officer when such revocation is submitted to the Union; and
- F. Keeping the WFMO informed of the financial institution, the routing number, and the accounting number. Until further notice, this will be:
  - Umpqua Bank
  - 2330 Broadway
  - North Bend, OR 97459

## **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 12 months.
- B. Administrative errors in remittance transfers will be corrected and adjusted.

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

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

Starting dues withholding

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

Changes in amounts of dues certification

First pay period after receipt of by the servicing WFMO.

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

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

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

Termination due to loss of membership in good standing.

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

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

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

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

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

## ARTICLE 7

### BULLETIN BOARDS

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

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

**SECTION 3.** The Union will clear any material prior to posting it on a bulletin board with the Marine Operations Center Director Pacific or his/her designated representative.

## ARTICLE 8

### EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Federal regulations, the parties agree we will not discriminate on the basis of race, color, religion, sex (including sexual harassment and pregnancy discrimination), sexual orientation, national origin, age (40 years of age and over), or disability (physical or mental).

## ARTICLE 9

### MERIT ASSIGNMENT PROGRAM

**SECTION 1.** The Employer will make promotions to unit positions for which unit employees are eligible in accordance with applicable laws, rules, and regulations.

**SECTION 2.** Any promotion plan implemented by the Employer shall be in accordance with applicable rules, regulations, and directives.

A. The Employer agrees to post all unit vacancy announcements on [www.usajobs.gov](http://www.usajobs.gov). Vacancy announcements will be in accordance with Office of Personnel Management, Department of Commerce and NOAA Policy.

B. Qualification requirements will be in accordance with the Office of Personnel Management Qualifications Handbook.

C. The Employer agrees to notify bargaining unit employees when a position within Electronics Engineering Branch is forwarded to Workforce Management Office for recruitment.

## **ARTICLE 10**

### **POSITION DESCRIPTION AND POSITION CLASSIFICATION**

**SECTION 1.** Position descriptions are established using the Automated Classification System (ACS) in the Department of Commerce Alternate Personnel System Operating Procedures Manual. Position descriptions include Principle Objectives, Series Definition, General Duties and Responsibilities, Knowledge, Skills and Ability, Incumbent Supervisory Responsibility, Specialty Descriptions, Position Specific Key Phrases, Position Requirements, and Position Sensitivity. If employees believe their position descriptions do not adequately describe their occupational series, title, or pay band, they should discuss the matter with their supervisors. Employees are entitled to a personal copy of their current position description, and, if changes occur, a copy of said changes.

**SECTION 2.** The Employer agrees that the Department of Commerce Alternate Personnel System automated classification was designed in accordance with the following principles; Positions must be classified by career path, series, and pay band for merit treatment and organizational efficiency. Employees may appeal classification decision at any time. Classification appeal procedures are contained in the Department of Commerce Alternate Personnel System Operating Procedures Manual. Employees may request representation of their choice at any point in the appeal process above. The right to appeal is protected against any and all restraint, reprisal, or discrimination.

**SECTION 3.** Bargaining unit employees under CAPS may appeal the classification of his/her position at any time. Employees wishing to formally appeal the appealable issues as detailed in the Department of Commerce Alternate Personnel System Operating Procedures Manual, must first appeal to the Chair, Operating Personnel Management Board (OPMB), or designee. Employees dissatisfied with the OPMB decision, may appeal further to the CAPS Board Chair or designee. The decision of the CAPS Board will be final.

## ARTICLE 11

### PERFORMANCE APPRAISALS

**SECTION 1.** Unit employees will receive their performance appraisal in accordance with the Department of Commerce Alternate Personnel System Operating Procedures Manual.

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

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

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

## ARTICLE 12

### TRAINING AND CAREER DEVELOPMENT

**SECTION 1.** The Employer and the Union recognize that the training and development of employees are essential to efficient operations. The choice of subject matter, areas for training, selection of employees, and assignment of training priorities is a function of management, as is the responsibility for providing on-the-job training and off-the-job assistance to develop skills and stimulate and encourage employees' efforts at self-development. However, such training will not interfere with operational requirements as determined by the Employer.

**SECTION 2.** Payment of registration fees and tuition for job-oriented courses shall be consistent with NOAA regulations. The Employer may allow employees to attend mission-oriented meetings and seminars consistent with operational requirements and availability of travel and training funds.

**SECTION 3.** The Employer and the Union recognize the need for safety training and the

importance of ensuring that employees receive adequate instruction to enable them to safely and effectively perform assigned shipboard damage control duties. At its discretion the Employer will provide vessel safety training.

**SECTION 4.** The Employer and the Union recognize the need for union representatives to be educated in aspects of Federal Law governing labor and management relationships. Upon request by the Union, the employer may allow bargaining unit representatives to attend FLRA training, subject to workload. The number of approved hours for such requests for training will not exceed a total of 40 hours per calendar year spread amongst all representatives

## **ARTICLE 13**

### **GRIEVANCE INFORMATION**

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

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

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

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

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

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

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

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

A. A grievance means any complaint:

1. By a bargaining unit employee concerning any matter relating to the employment of the employee;

2. By the Union concerning any matter relating to the employment of a bargaining unit employee;

3. By a bargaining unit employee, the Union or the Employer concerning:

- a. the effect or interpretation, or a claim of breach of this Agreement; or
- b. any claimed violation, misinterpretation, or misapplication of a law, rule or regulations affecting conditions of employment.

### **SECTION 3. EXCLUSIONS**

A. Excluded from the grievance procedure are the following:

1. Prohibited political activities;
2. Retirement;
3. Suspensions or removal for national security reasons;
4. Examination, certification, or appointment;
5. Position classification;
6. Termination of employees during the probationary/trial period or from a temporary or term appointment.
7. Oral or written reprimands and suspensions of 14 days or less;
8. Reductions in grade or pay;
9. Furloughs of 30 days or less;
10. Reduction in force;
11. Warnings and proposed actions (This does not preclude an employee from having a Union or other representative as an advisor during a written or oral reply to a proposed action.);
12. Content of published DOC, NOAA and OMAO regulations and policies;

13. Granting or failure to grant incentive awards, performance awards or non-adoption of a suggestion;

14. Matters excluded by law or government-wide rule or regulation.

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

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

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

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

An employee or groups of employees may present their grievance(s) to the Employer and have them decided upon with or without the services of the Union; however any decision made in these circumstances may not be inconsistent with the terms of this Agreement.

The Employer will, in a timely manner, notify the Union of the final decision of non-represented formal grievances. If the Union believes any decision violates the terms of the Agreement, the Union may grieve such decision under the terms of this article.

### **ARTICLE 14**

#### **STEPS FOR FILING GRIEVANCES**

##### **SECTION 1. TIME LIMITS**

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

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

## **SECTION 2. All GRIEVANCES (EXCEPT THOSE RELATED TO ADVERSE ACTION)**

This is the process to use for all grievable issues, other than adverse action which are addressed in Section 3 below:

### **A. STEP 1 – INFORMAL GRIEVANCES:**

Whenever an employee considers himself/herself aggrieved over a matter arising over the application or interpretation of this Agreement, that employee shall discuss the matter with his or her immediate supervisor (shoreside) or Commanding Officer (shipboard) as appropriate within fourteen (14) days of the date of the action or condition giving rise to the grievance. If the employee chooses, he/she may be accompanied by the Union Representative. The employee must specifically state he/she is presenting a grievance. The supervisor shall give a decision within fourteen (14) days.

### **B. STEP 2 - FORMAL GRIEVANCES:**

1. If the employee is not satisfied with the decision of the supervisor in Step 1, and elects to pursue the grievance further, the employee must submit the grievance in writing to the Second level supervisor within fourteen (14) days of receipt of the decision in the informal process. The formal grievance must contain:

- Identity and title of the aggrieved employee;
- Declaration of employee's desire to be represented by the Union or not;
- Identification of Article, Section and subsection of the Agreement, or law, rule, or regulation, on which the grievance is based;
- A detailed statement of the facts which resulted in the grievance;
- The corrective action desired.

2. Within fourteen (14) days after receipt of the employee's formal written grievance, the immediate supervisor (shoreside) or Commanding Officer (shipboard) as appropriate will provide a written decision on the matter to the employee.

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

### **C. Step 3:**

1. If an employee is not satisfied with the decision in Step 2, and elects to pursue the grievance further, the employee must submit the formal written grievance to the next level of supervision for shoreside or shipboard as appropriate in writing within fourteen (14) days of receipt of the decision in Step 2.

2. If the Union representative would like to make an oral appeal regarding this matter, he/she may do so by contacting the deciding official for Step 3 within fourteen (14) days of the Step 2 decision to schedule a meeting. The parties will attempt to hold such meeting, which can be conducted telephonically, within fourteen (14) days of receipt of the Step 2 grievance, or as soon thereafter as mutually acceptable.

3. Within fourteen (14) days of receipt of the Step 3 grievance, or the Step 2 grievance meeting, should one be requested and held, the deciding official shall inform the employee and the Union in writing of his/her decision.

4. If the Union is not satisfied with the Step 3 decision, they may invoke arbitration in accordance with Article 17.

### **SECTION 3. EMPLOYEE GRIEVANCES REGARDING ADVERSE ACTIONS**

A. **STEP 1:** If an employee elects to file a grievance regarding an adverse action rather than utilizing other available appeal procedures, the employee and/or union will submit the grievance, in writing, within fourteen (14) calendar days of the effective date of the decision to the next supervisory level. The grievance must contain the following:

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

Failure to submit all of the required information will result in denial of the grievance.

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

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

D. If the union is not satisfied with the final decision, they may invoke arbitration in accordance with the Article 17, Arbitration.

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

A. Employer grievances shall be initiated in writing by the Division Chief or his designee and presented to the Business Manager, IBEW Local 932, within 30 days of the action or condition giving rise to the grievance. Decisions by the Union shall be rendered in writing within 30 calendar days following receipt of the grievance. Should the issue remain unresolved, arbitration may be invoked by the Employer.

B. Union grievances shall be initiated in writing by the business Manager, IBEW Local 932 and presented to the Division Chief or his designee within 30 calendar days of the action or condition giving rise to the grievance. Decisions by the Division Chief, or his/her designee, shall be rendered in writing within 30 calendar days following receipt of the grievance. Should the issue remain unresolved, arbitration may be invoked by the Union.

## **ARTICLE 15**

### **INFORMAL COMPLAINT PROCEDURE FOR UNFAIR LABOR PRACTICES**

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

**SECTION 2.** Prior to the filing of an unfair labor practice complaint with the Federal Labor Relations Authority, and/or a formal Union/Management grievance, either the Union or the Employer shall notify the other party in writing (email acceptable) of the alleged violation. The charge shall contain a clear and concise statement of the facts constituting an alleged unfair labor practice, or other alleged violation, including the time and place of occurrence of the particular act(s). The parties involved shall investigate the allegations so that all the facts are known and attempt informally to resolve the matter. If the parties are unable to dispose informally the charge or issue within 30 calendar days from the date of receipt of the notice by the respondent, the complainant or Union/Management may file a complaint or grievance. In no event will this Section preclude either the Union or the Employer from filing an unfair labor practice charge, or other formal grievance, if the thirty (30) calendar day requirement in this Section would cause the unfair labor practice complaint to be untimely. In those instances, the thirty (30) calendar day requirement is reduced to a lesser period.

## ARTICLE 16

### IMPASSES IN NEGOTIATIONS

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

## ARTICLE 17

### ARBITRATION

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

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

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

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

A. Arbitrator's fee: shared equally by the parties.

B. Adjunct arbitrator costs and costs of the hearing room: shared equally by the parties, if on other than Federal property and a cost is incurred.

C. Travel and other costs for Management representatives and witnesses: paid by the Employer.

D. Travel and other costs for Union representatives and witnesses: paid by the Union.

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

**SECTION 5.** The arbitration hearing shall ordinarily be held during the regular day-shift work hours of Monday through Friday; and the aggrieved as well as his/her representatives and witnesses employed by The Employer shall be in a pay status without charge to leave while participating in the arbitration proceeding, provided they would otherwise be in a duty status. Employee participants, including witnesses will be provided reasonable time, up to 8 hours when otherwise in a duty status, to prepare for his/her testimony.

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

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

## **ARTICLE 18**

### **DISCIPLINARY ACTION**

**SECTION 1.** The Union recognizes the authority of the Employer to suspend, remove, reduce in grade or pay, or take other disciplinary action against employees. 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 bargaining unit employee will be advised specifically as to all details of the offense with which he or she is charged, so as to enable that employee to understand the charge and to defend against it. Information concerning disciplinary action is available on the NOAA Workforce Management website and the Code of Federal Regulations.

**SECTION 2.** Disciplinary notice or documentation of disciplinary action within the preceding 36 months may be used to support progressive disciplinary action.

**SECTION 3.** At any investigatory meeting where a bargaining unit employee is being questioned by a management representative and there is reasonable fear that disciplinary action

may be taken, the employee is entitled to a union representative if he or she asks for such representative.

**SECTION 4.** When issued a proposed disciplinary or adverse action, bargaining unit employees are entitled to a representative of their choice in presenting a reply. This can be a union representative, an attorney or a representative of their choice provided there is no conflict of interest (union representative or attorney).

## ARTICLE 19

### LEAVE

#### SHORE LEAVE

##### SECTION 1. COVERAGE

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

##### SECTION 2. EARNING RATES

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

| <u>Duration of Voyage</u> | <u>Days Creditable for Shore Leave</u> |
|---------------------------|--|
| 11                        | 11                                     |
| 3                         | 0                                      |
| 18                        | 18                                     |
| 7                         | 7                                      |
| 6                         | $\frac{0}{36}$                         |

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

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

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

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

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

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

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

**SECTION 5.** Shore leave is in addition to annual leave and may be accumulated for future use without limitation. The minimum charge for shore leave is one day and additional charges are in

multiples thereof. Shore leave may not be the basis for lump-sum payment on separation from the service.

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

**SECTION 7.** Additionally, when the ship is in shipyard 50 miles or more away from homeport the time will be creditable for shore leave for the bargaining unit employee assigned to the ship.

### **LEAVE BEFORE OR AFTER SAILING**

A good faith effort shall be made to grant leave to all requesting employees prior to departure and/or after arrival from rotation to sea duty.

## **ARTICLE 20**

### **MISCELLANEOUS**

#### **SECTION 1. INTERNATIONAL DATE LINE**

A. If a vessel crosses the International Date Line from east to west, and a Saturday, Sunday, or holiday is lost, all bargaining unit employees shall observe the following Monday or the day following a holiday. If the Sunday which is lost is a holiday, or if the following Monday is a holiday, then the following Monday or Tuesday will be observed.

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

#### **SECTION 2. TIME ZONE CHANGES**

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

B. If a clock change occurs, affected bargaining unit employees will receive overtime for any hours actually worked beyond the normal 8 hour work day. In instances where a clock change occurs resulting in foreshortened hours of work less than an eight hour work day,

provided work is available, bargaining unit employees may work the additional hours to complete the eight hour workday, or may elect to take leave, if available.

### **SECTION 3. DISTRIBUTION OF AGREEMENT**

A copy of this Agreement shall be posted by the Employer on the Marine Operations Center Website.

### **SECTION 4. PHYSICAL EXAMINATIONS**

Each employee will be required to take a routine physical examination on a periodic basis as required per 5 CFR 339 and the NOAA Fleet Medical Policy Manual to determine Fit-For-Duty status for sea duty. Routine physical examinations required for Fit-For-Duty status will be conducted by the Marine Operations Center Health Services Office. When the Employer determines additional testing is required in order for the Health Services Office to make a Fit-For-Duty determination, the procedures in 5 CFR 339 will be followed.

### **SECTION 5. CONTRACTING OUT/RIF**

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

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

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

D. The employer agrees to implement reduction in force in accordance with 5 CFR 351.

## **SECTION 6. SAFETY COMMITTEE**

It is the expressed policy of the Employer and the Union to cooperate in an effort to improve health and safety matters. The Employer supports bargaining unit members participating in safety meetings.

## **SECTION 7. LOSS OF PERSONAL EFFECT AND PROPERTY**

Employees may file a claim for damage or loss of personal effects and property in accordance with current NOAA administrative procedures.

## **SECTION 8. PERSONNEL LISTINGS**

A. The Marine Operations Center Director agrees to furnish to the Union, on a quarterly basis, a list of names, position titles, and grades of all employees in the unit.

B. The Union agrees to furnish the Marine Operations Center Director a list of Union representatives when changes occur.

## **SECTION 9. POSTING OF LICENSES**

Unit employees may post their license as issued by the FCC/USCG in an appropriate area of the Electronics Department of each vessel and/or Electronics Engineering Branch at the Marine Operations Center-Pacific.

## **SECTION 10. EMPLOYEE MAIL**

The Employer agrees to make every effort to ensure that employee mail received at the Marine Operations Center-Pacific or Port Captain offices is expeditiously forwarded to the next scheduled port of call when vessels are on voyages from home port of more than 30 days duration.

# **ARTICLE 21**

## **ADDITIONAL COMPENSATION**

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

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

A. Overtime Pay. A rate payable for work performed outside the regularly established hours of work in an 8 hour work day.

B. Night Differential. Night differential will not be paid for irregular or occasional overtime work performed after 1800 or before 0600. When work schedules are shifted in advance of the administratively scheduled work week and approved in advance, bargaining unit employees shall be paid a night differential in accordance with 5 CFR 550.121.

C. Holiday Pay. Additional pay to which an employee is entitled if he/she performs work on a holiday in accordance with 5 CFR 550.131.

D. Hazardous Duty Pay. Additional pay authorized in accordance with 5 CFR 550 for duty involving unusual physical hardship or hazard to employees.

## **SECTION 2. AUTHORIZATION OF ADDITIONAL COMPENSATION**

When assigned to a ship, work for which premium pay is afforded shall not be worked without prior authorization of the Commanding Officer/Master or his designee. Bargaining unit employees are required to complete the T&A Report for CAPS Employees Assigned to Sea Duty. When ashore, the immediate supervisor, or their designated representative is the responsible official to submit requests for additional compensation.

A. Nonexempt Employees: All work that requires the payment of additional compensation shall be requested from the approving official and approved in advance before proceeding with the work. Bargaining unit employees shall direct any requests to perform work by members of the crew or scientific party to the Executive Officer for consideration.

B. Approving Official: Before directing or suggesting that work be completed, Form CD-81 shall be completed and approved in advance. In accordance with FLSA regulations, overtime work that is suffered or permitted is compensable.

C. While in port, bargaining unit employees in a duty/pay status that plan to be off the ship for more than 2 hours, i.e. delivery or pickup of division personnel to the ship or parts runs, should annotate the time and reason on the required Excel Spreadsheet. Also when leaving the ship during normal work hours, bargaining unit employees must notify the person on watch or the OOD, that they are leaving, provide the reason and their expected time to be away from the ship or expected time of return.

## **SECTION 3. COMMENCEMENT OF OVERTIME**

Overtime shall commence at the time the employee works in excess of eight hours in a work day

or forty hours in a work week.

#### **SECTION 4. COMPENSATION FOR OVERTIME**

A. FLSA Nonexempt Employees. A nonexempt employee may request compensatory time in accordance with appropriate law and regulations in lieu of pay for irregular, unscheduled overtime. A statement is required from the employee requesting the compensatory time.

B. FLSA Exempt Employees. The Employer retains the right to make the decision to grant compensatory time or overtime pay for overtime worked.

C. The earning and use of compensatory time will be in accordance with NAO 202-550. Compensatory time must be used within 26 pay periods after the pay period during which it was earned.

#### **SECTION 5. CALL BACK**

An employee who is called back by the Employer to perform work after the end of his shift shall be paid a minimum two (2) hours premium pay in accordance with 5 CFR 550.112(h). Callback should be reserved for true emergencies or mission critical needs that cannot wait until the next regular day. Emergencies are situations that endanger the ship. Mission critical needs are much harder to define, but in general are considered to be actions required to equipment that affects the primary mission of the cruise, not ancillary projects, backup equipment or non-emergency e-mail. Ship administration needs or EEB administration tasks are not appropriate for Callbacks.

### **ARTICLE 22**

#### **GENERAL WORKING CONDITIONS**

##### **SECTION 1. SUPERVISION**

When assigned to NOAA vessel, bargaining unit employees are under the supervision of the Commanding Officer/Master or his designee.

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

A. The Employer agrees to furnish safety gear and equipment as necessary to make every effort to provide safe working conditions at all times.

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

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

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

E. When an employee believes a work situation presents an imminent risk of serious bodily harm, the employee shall stop work and must immediately notify their supervisor. If the situation is not resolved to the employee's satisfaction, it will be immediately referred to the next higher level of supervision who shall decide whether or not to continue.

F. Electronics Department shall be responsible for safely securing department supplies, work areas and equipment before leaving the harbor limits for any voyage.

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

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

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

If required for the performance of work, the employer agrees to provide reimbursement for up to \$150 for ANSI approved electrical safety shoes every two years.

### **SECTION 5. PRESCRIPTION SAFETY GLASSES**

If required for the performance of work, the employer agrees to provide reimbursement for up to \$75 for the purchase of prescription safety glasses every two years. If damaged in the performance of duties, an exception to the two year requirement may be made.

## **SECTION 6. 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. This Section, however, is without prejudice to any rights of salvage which the employees may have.

## **SECTION 7. FIRE, COLLISION, DAMAGE CONTROL AND LIFEBOAT (EMERGENCY) DRILLS**

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

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

## **SECTION 8. DUTIES**

Reserving the Employer's right to assign work, during periods when bargaining unit employees are assigned to a vessel, it will be the normal practice of the Employer that one of the Rotating Electronics Technician will retain status as Electronics Department Head, and all embarked Electronics Engineering Branch personnel will consult with him or her on work related matters.

## **SECTION 9. TEMPORARY TOUR OF DUTY**

When bargaining unit employees are assigned to temporary tours of sea duty, the Employer will strive to balance the length of these tours equitably (unless mutual agreements amongst co-workers causes an imbalance). Serious imbalances in tour lengths may be brought to the Employers attention through the negotiated grievance procedure.

## **SECTION 10. VEHICLES**

When a vessel is in U.S. port and meals and/or lodging is not provided and the Commanding Officer has determined that adequate vehicles are not available, a rental car will be authorized for the Electronics Department. This vehicle will be made available for official ship or government business when not in use by the bargaining unit employees.

**SECTION 11. PERSONAL COMPUTER**

The Employer will supply a government owned personal computer to each bargaining unit employee to conduct official government business, including access to email and the internet.

**SECTION 12. PARKING**

Secured long term parking, for bargaining unit employees while on TDY, will be provided at the Marine Operations Center-Pacific (MOC-P). Bargaining unit employees may be required to provide a set of car keys to the MOC-P facility manager.

**ARTICLE 23**

**GENERAL HOURS OF DUTY**

**SECTION 1. HOURS OF WORK - SHORE**

Unit employees when assigned to shore-based duties may participate in a flexible work schedule in accordance with Marine Operations Center policy on Alternative Work Schedule.

**SECTION 2. HOURS OF WORK - AT SEA**

When assigned to a ship, the hours of work will be established by the ship's Commanding Officer or his designee. Hours of work will be 8 consecutive hours per day, excluding lunch periods.

**SECTION 3. ADJUSTMENT OF WORK HOURS**

When required to meet operational requirements, bargaining unit member's regular working hours may be scheduled to accommodate any shift requirements. Split shifts will not be required.

**ARTICLE 24**

**BREAKS AND RELATED ISSUES**

**SECTION 1.** Employees will normally be allowed an uninterrupted rest period not to exceed 15 minutes during each 4 hours of continuous work.

**SECTION 2.** Employees shall be provided a minimum of ten (10) hours of rest in any 24 hour period as provided in the International Convention of Standards of Training, Certification and Watchkeeping for Seafarers (STCW) while assigned sea duty.

**SECTION 3.** The requirements for rest periods set out in this Article need not be maintained in the case of an emergency or drill or in other overriding operational conditions. Management will exercise this authority judiciously and will not be arbitrary or capricious in its application.

## **ARTICLE 25**

### **SAILING BOARD TIME**

**SECTION 1.** The sailing time shall be posted in a conspicuous location on or near the gangway.

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

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

**SECTION 4.** If the ship is to sail before 0800 Monday or on a day following a holiday, the sailing board is to be posted before 1700 on the last scheduled workday. When working hours are adjusted such that the normal workday for employees ends at other than 1700, the sailing board shall be posted by the end of the workday. Employees departing on approved absence prior to this time are responsible for checking with their supervisor, or higher authority in the absence of the supervisor, to determine the time and place of return to duty.

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

**SECTION 6.** Bargaining unit employees are required to check the sailing board or "call-in" on a daily basis during non-duty days to find out if the ship's departure time has been changed when an alert has been posted on the sailing board indicating that a change in sailing time may occur prior to the employee's next duty day. If such an alert is not posted, employees shall be guided by the posted sailing time.

**SECTION 7.** Bargaining unit employees shall be responsible for checking with the ship at least two (2) hours prior to the originally scheduled departure time to learn if a sailing board has been adjusted.

## ARTICLE 26

### QUARTERS, EQUIPMENT AND SERVICES

#### SECTION 1. QUARTERS

Assignment of quarters for ET's will be in accordance with the Marine Operations Center's Directive, "Assignment of Vessel Quarters."

#### SECTION 2. LINENS

Linens consisting of one set of sheets, one spread, two (2) washcloths, and two (2) bath towels, shall be provided weekly. When the ship is unable to provide clean linens, towels, and wash cloths weekly, the employee shall receive time during the normal work hours to wash his/her own linens.

#### SECTION 3. LAUNCH SERVICES

The Employer shall furnish launch service, at least one daily trip for each watch when a vessel is anchored at a safe harbor (public areas, not to include anchorage in open coastal areas or areas where environmental conditions are likely to strand or endanger personnel or equipment) or moored to a buoy for a period of more than eight (8) hours. The term, "moored in a port or anchored in the vicinity of a port (or other place of loading or discharging)", shall cover any circumstances where the vessel has a specific port or other place of loading or discharging as its immediate destination. Launch service shall be provided when weather permits, fuel is available and launches (commercial or ship's own) are available. Such launch service is to be available to all bargaining unit personnel.

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



## ARTICLE 27

### ROOM AND MEAL ALLOWANCE

#### SECTION 1. ROOM AND MEAL ALLOWANCE

A. When bargaining unit members are assigned duty to a NOAA ship in port, lodging and meals will be provided by the vessel when available.

B. Bargaining unit employees sent to the vessel for special assignment and not serving the vessel in a sailing capacity will be authorized lodging expenses on the travel orders.

C. Employees shall be entitled to per diem for hotel/motel berthing ashore if they have notified the Commanding Officer/Master or his designee that the following conditions exist when the vessel is in port.

1. When heat in cold weather or air-conditioning in hot weather is not furnished for 12 consecutive hours.

2. When hot water is not available in the employee's quarters or washrooms for a period of twelve (12) or more consecutive hours or is not furnished at a convenient place aboard ship.

3. When sanitary facilities are not operational in the employees' quarters or washrooms and is not available elsewhere aboard the ship and portable facilities are not provided.

4. When the employee's quarters have been painted and paint is not absolutely dry and other suitable quarters are not furnished.

5. When the vessel is in drydock overnight and the ship is not fully habitable.

6. When vessel is being fumigated, when painting, or chemicals used in or near the employees quarters that produce fumes or vapors that are a health hazard and not cleared for occupancy before 2100 and other suitable quarters are not furnished.

7. When repair work such as chipping, welding, riveting, hammering, and/or pounding, or other noises of a similar nature are being performed in or around employee's quarters between the hours of 2000 and 0630 except when the ship is in a dry-dock period and the shipyard's operational necessities dictate the work schedule.



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

## **SECTION 2. MEALS**

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

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

B. One-half hour shall be allowed for each meal.

C. Meals will be provided in accordance with the ships menu guide.

D. If bargaining unit members start work at or before 2100 and work continuously until midnight, they shall be provided with a night lunch at midnight.

E. When the ship galley is closed, employees shall be paid local per diem meal rates in accordance with Federal Travel Regulations unless arrangements are made for Government provided meals.

F. The Commanding Officer/Master or his/her designee may at his/her discretion implement a brunch-supper routine in lieu of breakfast-dinner-supper on non-workday weekends and holidays when the ship is in port.

## **ARTICLE 28**

### **JOINT COMMITTEE**

#### **SECTION 1. JOINT LABOR MANAGEMENT COMMITTEE (JLMC)**

A. There shall be established a Joint Labor Management Committee with the Marine Operations Center (Pacific) hereinafter referred to as "JLMC," consisting of not more than three representatives from the Union and three from the Employer. Additional participants may be invited to attend by mutual agreement. This JLMC shall normally meet twice yearly to help identify problems and propose solutions to better serve the public and agency mission. Sessions should normally not exceed a one-hour period. Meetings can be conducted telephonically. Additional JLMC meetings may be held if agreed to by both parties. Denial of a request for an additional JLMC meeting by either party shall be in writing.

B. Agenda items will be exchanged at least 5 work days before each regularly scheduled meeting date. Agenda items will be exchanged at least 2 workdays before any non-regular meeting date.

C. Each party may maintain notes of the meeting. Any agreements reached by the parties will be committed to writing and signed by the Union and the Employer.

D. Individual or group grievances appropriate for adjudication under the negotiated grievance procedures shall not be discussed at JLMC meetings.

E. The provisions of JLMC does not preclude issues being raised at any time with the Labor Management Representative for OMAO for consideration.