



NOAA Collective Bargaining Agreements and Memoranda of Understanding

LINE OFFICE: NMAO (Marine Operations) – Atlantic and Pacific Marine Centers

LABOR UNION: International Brotherhood of Electrical Workers (IBEW), Local 80

BUS CODE: 1025

NOTE:

AGREEMENT

BETWEEN

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

OFFICE OF MARINE AND AVIATION OPERATIONS

MARINE OPERATIONS CENTER

AND

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL UNION NO. 80
Norfolk, Virginia

AFL - CIO & CLC

November 2002

TABLE OF CONTENTS

<u>TITLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
ARTICLE I	BASIC AGREEMENT	1
ARTICLE II	DUES WITHHOLDING	30
ARTICLE III	GENERAL WORKING RULES	34
APPENDIX I	REPRESENTATION TIME LOG	45

INDEX

<u>Subject</u>	<u>Page</u>
Additional Compensation	
Authorization.....	39
Categories.....	38
Amendments.....	2
Arbitration.....	20
Arrival in Home Port.....	25
Bulletin Boards.....	28
Call Back.....	39
Career Development.....	9
Changes in Laws, Regulations, Policies.....	4
Committees.....	8
Compensation.....	22, 38
Compensatory Time.....	39
Computers.....	37
Contracting Out.....	22
Definitions.....	37
Details.....	5
Disciplinary Actions.....	10
Distribution of Agreement.....	27
Dues	
Effective Dates.....	32
Employer Responsibilities.....	31
General.....	30
Joint Stipulations.....	32
Labor Organization Responsibilities.....	30
Duration of Agreement.....	1
Effective Date.....	1
Election Day.....	41
E-Mail Access.....	44
Emergency Duties.....	36
Employee Duties.....	37
Employee Mail.....	44
Employee Rosters.....	28
Employees Represented.....	2
Employer Rights.....	2
Equal Employment Opportunity.....	28
Grievances.....	15
Disciplinary Actions.....	10
Employer/Union.....	20
Exclusions.....	16
Procedures.....	17
Hours of Work	
Flexible Work Schedule.....	24
Compressed Work Week.....	25

<u>Subject</u>	<u>Page</u>
Impasses in Negotiations.....	22
Informal Complaint Procedure.....	28
International Date Line.....	40
Internet Access.....	44
Launch Services.....	40
Leave.....	25
Licenses.....	44
Linens.....	40
Mail.....	44
Meal Allowance.....	41
Meals.....	42
Merit Assignment Program.....	4
Mutual Rights and Obligations.....	3
Night Lunch.....	43
Official Time.....	11
Overtime	
Commencement.....	39
Compensation.....	39
Parking.....	38
Performance Appraisals.....	6
Personal Effects.....	43
Physical Examination.....	28
Position Classification.....	7
Position Descriptions.....	7
Quarters.....	42
Recognition.....	2
Rental Vehicles.....	37
Reporting Aboard Prior to Sailing.....	36
Rest Periods.....	44
Room Allowance.....	41
Safe Working Conditions.....	34
Sailing Board Time.....	36
Securing Ship for Sea.....	36
Shore Leave.....	26
Sick Leave.....	26
Special Clothing.....	41
Temporary Tour of Duty.....	37
Testing.....	10
Training.....	9
Union Business.....	11
Union Representation/Visitation.....	11
War Risk Bonus.....	44
Work Clothing.....	43
Working Rules - General.....	34

**ARTICLE I
BASIC AGREEMENT**

This Agreement is entered into this ____ day of November 2002, by and between the Office of Marine and Aviation Operations (OMAO), Marine Operations Center (MOC), 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. 80, 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:

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 or revision of this Agreement upon receipt of the written notice required by paragraph A above.

AMENDMENTS

A. 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 a reasonable time of receipt of such requests, representatives of the Employer and the Union will negotiate the matter, provided that both parties mutually consent to reopen the Agreement. No changes other than those covered by the proposals shall be considered. Agreement shall be evidenced by written amendments executed by both parties.

B. Amendments to this Agreement may be required because of changes in applicable laws, rules, regulations or policies issued by higher authority after the effective date of this Agreement. In this event, the parties will negotiate new language that will meet the requirements of such higher authority. Such amendments will be duly executed and will become effective on a date determined to be appropriate under the circumstances.

C. These will be the only mechanisms for effecting changes to this Agreement.

Now, therefore, the parties agree as follows:

SECTION 1. RECOGNITION

A. The Employer hereby recognizes that the Union is the exclusive representative of all employees in the unit as defined below for the purpose of negotiation and enforcement of this Agreement:

All Lead Electronics Technicians and Rotating Electronics Technicians employed by the National Oceanic and Atmospheric Administrations, Office of Marine and Aviation Operations, Marine Operations Center (Atlantic), Mission Support Division, Norfolk, Virginia.

SECTION 2. PRINCIPLES AND POLICIES

It is agreed that: 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;

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

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

SECTION 3. MUTUAL RIGHTS AND OBLIGATIONS

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

1. 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.

2. 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 general conditions of employment.

B. The Employer and the Union shall meet at reasonable times and confer with respect to personnel policies or practices or general conditions of employment affecting employees, 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. This extends to negotiation of a written Memorandum of Understanding incorporating any Agreement reached by the parties.

The parties agree that no new regulations or changes to existing regulations issued by the Employer on matters affecting personnel policies, practices, or working conditions of bargaining unit employees shall be implemented by the Employer without prior consultation with the Union. Reasonable time for review and response shall be provided the Union.

1. Copies of directives of higher authority which require either amendments or new issuances will be provided to the Union.

2. In the absence of consultation, prior regulations shall remain in effect until reasonable time for consultation has been given.

SECTION 4. MERIT ASSIGNMENT PROGRAM

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

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

1. The Employer agrees to post all unit merit promotion vacancy announcements on the internet at www.jobs.doc.gov. Vacancy announcements will be in accordance with Department of Commerce and NOAA Merit Promotion Policy. For members who are on TDY when a unit vacancy announcement is posted, vacancy announcements for positions within the unit will be open for seven (7) calendar days after completion of TDY, to allow deployed unit members time to access the system.

2. The Employer agrees to confer with the Union on proposed modifications of the Merit Assignment Program.

3. Details to higher grade positions or for training for more than 30 days and all other details for 120 days or more are to be submitted on an SF-52 to the Human Resources Office for approval and will be documented as part of the employee's official personnel file. Details to positions identical to the employee's current position or that are of the same grade, series, and basic duties as the employee's current position do not require an SF-52.

4. The minimum area of consideration will be Marine Operations Center (Atlantic). This area will be expanded if it is expected that this minimum area will not produce a sufficient number of candidates.

5. The Employer agrees that selections made under a merit assignment announcement for a vacancy within the unit normally will be made within thirty (30) days of the date that individual Merit Assignment Program certificates are issued. The selected individual's name will be announced to Mission Support Division employees.

6. Qualification requirements on merit assignment announcements will be tailored to fit the job, not individuals.

7. The selecting official may interview candidates on the promotion certificate. Interviews may be conducted by telephone. If the selecting official chooses to conduct interviews, all candidates whose qualifications are not known through direct working relationship shall be interviewed, if feasible.

8. When a grievance is filed regarding failure to follow established procedures for a promotion action, in accordance with Section 11 of this article, the grievant will, upon request, be provided the following information:

- a. Performance appraisal of the aggrieved employee;
- b. The evaluation factors (knowledge, skills, abilities and personal characteristics needed for successful performance in the job) used, the weights (points) assigned; and

the procedure used in arriving at cut scores, final scores, and certification;

c. The aggrieved employee's own ratings/scores on the evaluation factors. If summary sheets are shown, other candidates' and also raters' (panel members) names will be deleted;

d. Recorded comments concerning the aggrieved employee.

SECTION 5. PERFORMANCE APPRAISALS

A. Performance requirements for all jobs must be reasonable, equitable, fair, and established in accordance with the Department's DAO 202-430, Appendix C, General Workforce Performance Appraisal System, and NOAA's supplement thereto, NOAA Administrative Order Series (NAO) 202-430, NOAA Performance Management System. A brief summary of accomplishments will be provided for each critical and non-critical element. Employees will be informed of the Department of Commerce Performance Appraisal System and their rights and responsibilities under the system. The evaluation process will be clearly explained to the employee.

B. Performance ratings will be based on an assessment of the results of the employee's performance against the standards/requirements communicated to the employee at the beginning of the appraisal period or changed during the progress review and documented in the employee's performance plan. At least one progress review shall be conducted at approximately the midpoint of the appraisal period. Employees may request additional progress reviews throughout the cycle.

C. Employees are expected to perform each element in the plan at the Meets or Exceeds Expectations level. At the beginning of each rating period, the employee will be advised in writing what is to be accomplished and how it is to be accomplished for each element in order to meet this level of performance.

D. The most recent annual performance appraisal will be one of the factors considered for promotion actions. Candidates for promotion will attach a copy of their current performance

appraisal to each application submitted for a position under a vacancy announcement. Management will encourage each vessel Command to provide performance feedback prior to the member's departure from the ship.

Section 6. Position Description and Position Classification

A. Position descriptions include major tasks, duties and responsibilities, and the extent of supervision received and/or exercised. If employees believe their position descriptions do not adequately describe their actual duties and responsibilities, they should discuss the matter with their supervisors. The supervisor will review the employee's position description, and, if found warranted, will initiate action to correct the position description. Employees are entitled to a personal copy of their current position description, and, if changes occur, a copy of said changes.

B. The Employer agrees that the principle of equal pay for substantially equal work shall be the main guideline in its position classification program. Employees may appeal the title, series, or grade of their positions at any time. Classification appeal procedures are contained in 5 CFR Part 511. 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.

C. The Union may make recommendations and present supporting evidence concerning the adequacy and equity of a standardized position description. The Employer agrees to review the recommendation, consider the views expressed, and advise the Union of the results of its review.

D. The phrase "other duties as assigned," as used in job descriptions, means duties related to the basic job and will not be used to regularly assign work to an employee which is not reasonably related to his or her basic job description. This does not preclude assignment which are not regular in nature. If duties are assigned as a regular part of the job, the duties shall be included in the job description.

SECTION 7. JOINT COMMITTEES

A. Joint Labor Management Committee (JLMC)

1. There shall be established a Joint Labor Management Committee at the Marine Operations Center (Atlantic) 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 monthly for the settlement of problems and the improvement of communications and cooperation between the parties. Sessions should normally not exceed a one-hour period. Special meetings may be held if agreed to by both parties. Denial of a request for a special meeting by either party shall be in writing.

2. Agenda items will be exchanged at least 5 work days before each regularly scheduled meeting date. Agenda items will be exchanged at least 2 work days before a special meeting date. One designated Union and Employer representative will be responsible for maintaining orderly discussions. Nonagenda items will be discussed if agreed to by both parties. If neither party submits an agenda, a meeting need not be held.

3. A summary will be made of any understanding reached at these meetings. The Employer agrees to have the summary typed. The Employer and the Union will sign the summary. Only a jointly signed summary may be posted. The Employer will distribute one copy to each vessel with an embarked electronics technician and branch in the unit. Summaries will not be construed as amendments to this Agreement.

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

B. Safety Committee - It is the expressed policy of the Employer and the Union to cooperate in an effort to improve health and safety matters. To that end, Joint Labor-Management Advisory Safety Committee meetings shall be held at the Marine Operations Center (Atlantic) and aboard each ship. The Union may designate a representative (two at the Marine Operations Center (Atlantic)) to attend any such meeting. Meetings at each site will be held monthly except that they may be canceled if the

union has not designated a representative to attend or submitted items for consideration prior to the scheduled meeting time. Minutes shall be submitted in writing to the Director of the Marine Operations Center or ship command as appropriate. The Employer shall consider each recommendation and, if necessary, take corrective actions for resolution in accordance with appropriate laws and regulations.

Lost time accidents will be discussed at monthly safety committee meetings.

Section 8. TRAINING AND CAREER DEVELOPMENT

A. The Employer and the Union recognize that the training and development of employees are essential to efficient operations. Recommendations and selections will be made without regard to race, color, religion, sex, national origin, age, handicapping condition, and marital status or political affiliation. 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.

B. The Employer and the Union recognize that each employee is responsible for applying reasonable effort, time, and initiative in increasing his/her potential value through self-development and training. The Employer and the Union, therefore, agree to encourage employees to take advantage of training and educational opportunities which will add skills and qualifications needed to increase their efficiency in performance of their duties and enhance their opportunities for possible advancement.

C. The Employer may assign employees to details for training purposes over a reasonable period of time that would enhance his/her opportunities. After the employee has completed a minimum of 30 consecutive days on a detail for training purposes, it shall be documented in the employee's official personnel folder.

D. The Employer encourages the Union to submit recommendations concerning employee training needs and programs.

E. 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.

F. 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. The Employer will provide vessel safety training, including "Right-to Know" training, in accordance with para. A above.

G. The Employer, upon request of any RET, may waive any test that is not required by law or government and/or agency policy, if such request is supported by reasonable justification or an explanation of any personal circumstances warranting a waiver. In addition, the Employer, upon request, will consider any requests for special arrangements in scheduling, location, form and method of testing, or special preparation needs. The Employer will make reasonable efforts to assist employees experiencing difficulty with any testing assignment. No adverse action will be imposed for failure to successfully pass any test not required as stated above.

SECTION 9. DISCIPLINARY ACTION

A. The Union recognizes the authority of the Employer to suspend, remove, reduce in grade or pay, or take other disciplinary action against employees.

B. Any grievance over a disciplinary action will be filed in accordance with the Article I, Section 11.

C. Disciplinary actions will be taken in accordance with U. S. Department of Commerce Handbook and regulations, and employees shall not be denied due process. The Employer will investigate, as appropriate, the facts and circumstances involved before a decision is made to discipline the employee. This will include allowing an opportunity, if practicable, for the employee to present his/her side of the story. The degree of discipline imposed will be in accordance with applicable guidelines.

D. The appropriate Marine Operations Center (Atlantic) or ship representative, designated in accordance with Section 10 of this Agreement will be afforded the opportunity to be present at any examination of an employee by an Employer representative if the employee reasonably believes that the examination may result in disciplinary action against himself/herself and if the employee requests such representative.

E. Each employee is entitled to informally discuss with his/her immediate supervisor freely, privately, and in strict confidence any matter of concern relating to personnel policies or personal matters which he/she believes pertains to his/her job. Likewise, informal meetings for discussion on a one-to-one basis concerning such matters as job performance, attitude, and conduct may be scheduled by the immediate supervisor. The employee is not entitled to Union representation during such sessions and does not jeopardize his/her right to grieve the subject matters discussed.

SECTION 10. UNION REPRESENTATION, RIGHT OF VISITATION, AND OFFICIAL TIME

A. 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.

B. The Union will designate a representative at the Marine Operations Center (Atlantic), Mission Support Division. The Marine Operations Center Director will be notified of the designee(s) in writing and will be kept informed of changes as they occur. When the representative is absent, on leave, or in a travel status, an alternate shall be designated in writing. It is the Employer's policy that the Mission Support Department be accorded representation at shipboard joint committee meetings, whenever practicable.

C. Internal union business shall be conducted during the non-duty hours and in non-work areas of all employees concerned. Internal union business shall include, but not be limited to, election of officers, recruitment meetings, collection and

payment of dues, solicitation of membership, and similar activities. Non-duty hours, as used in this Section, shall mean time during which an employee is not expected to be actively engaged in performing his/her official duties.

D. Union representatives may visit unit employees in a non-duty status and in non-work areas for the purpose of discussing union business as outlined in Section 10.C, subject to the following conditions:

1. Except for operational or security reasons, the Director of the Marine Operations Center or his/her designated representative, or, in the case of employees assigned to sea duty, the Commanding Officer, shall permit the visit.

2. The appropriate management official, Commanding Officer of a ship, or Marine Operations Center Division Chief shall designate a space aboard ship or at the Marine Operations Center (Atlantic), as applicable, for the temporary transaction of the Union's business. The Union agrees that the granting of this space will not disrupt or otherwise impair the mission of the Employer. Space provided for grievance and appeal discussions shall be such that private conversations can be held.

E. Marine Operations Center (Atlantic), Mission Support Division representatives shall not use their union position for matters outside the scope of this Agreement. They will strive to minimize the time necessary for authorized business.

F. Representatives desiring to leave their work areas to transact appropriate business (as defined in Subsection I) during working hours shall inform their supervisors in writing what organizational component they intend to visit and that they will be functioning as representatives. Permission to leave the work area will then be granted in the absence of compelling circumstances. Upon entering a work area under the cognizance of a supervisor other than their own, representatives shall contact the appropriate supervisor and advise the supervisor of their presence and the name of the employee to be contacted. In the case of vessels, the Command shall be notified. In the absence of compelling circumstances, the supervisor will make the necessary arrangements for the representative to contact the employee. In the event arrangements cannot be made, the supervisor will inform the representative of the reasons

therefore and when the representative can reasonably expect to contact the employee. Delay or denial shall be in writing upon written request. After completion of their business and upon return to their work areas, representatives will notify their supervisors. Representatives will record the amount of official time used in the manner provided in subsection L of this Section.

G. The Employer and the Union agree not to discriminate against an employee for exercising any right the employee may have as a result of Chapter 71, Title 5, U.S. Code, which governs Federal labor-management relations.

H. The designated Union representatives shall be granted a reasonable amount of official time to perform their representational duties. There shall be no restraint, interference, coercion or discrimination against the representatives because of the performance of their official representational duties. A representative shall not use official time in his/her position as a union representative for matters outside the scope of this Agreement and will conduct his/her business without undue delay. Representatives may receive but not solicit complaints and grievances of employees. However, 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 Employer will discuss the matter with the representative in order to find a satisfactory solution. If the matter is not resolved, that representative's privilege of using official time may be withdrawn on a day-to-day basis. An alternate representative may be made available, and the matter concerning the prior representative's use of official time processed through the dispute resolution procedure which is appropriate as the avenue of redress.

I. Union representatives will be granted official time as specified in H. above to engage in the following representational activities for unit employees which are of mutual interest to both the Employer and the Union:

1. Receiving, investigating, and attempting to informally resolve employee grievances;
2. Presentation of formal grievances in accordance with Section 11;
3. Arbitration in accordance with Section 12;

4. Those activities necessary for the conduct or implementation of this Agreement;

5. Considering and preparing responses to proposed management directives when the unit has been specifically requested to do so by the Employer.

J. The Employer agrees to grant to the Union a block of 40 hours of official time each year at the Marine Operations Center (Atlantic) for the purpose of Union representatives attending Union-sponsored training which is of mutual benefit. The Union must submit a course outline at the time of the request. Additional training hours may be arranged by mutual consent.

K. No official time shall be authorized without prior written request and permission from the Employer. The Employer is under no obligation to pay union representatives for representational time spent when they are not scheduled to work. That is, under no circumstances may an employee or union representative be paid overtime or other premium pay for time spent on the conduct of 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 the Employer is directed by the Federal Labor Relations Authority to do otherwise, or for employees unless directed to do so by the Authority.

L. In instances where it will not adversely impact production, the Employer agrees to grant the Union a total of 12 days leave without pay per year (commencing with the execution of this Agreement) to be used by employee Unit members to attend national union conventions or meetings. Requests for the use of this leave will be considered with respect to work schedules and on a case-by-case basis. Requests must be made through the employee's supervisor. Requests must be submitted one month in advance and will not result in a change to the rotation schedule. No travel and per diem expenses will be paid by the Employer.

M. Official time recording is a bilateral system set up to meet the OPM requirement that a record of official time used in the performance of representational duties be maintained.

Each Union representative will maintain a daily account which will show a total time spent on representational duties in

accordance with the format shown in Appendix I. The appropriate supervisor shall initial after each period of time spent on representational duties. The log (Appendix I) shall be given to the supervisor or designee on a biweekly basis. When no official time has been used during a particular reporting period, the union representative shall so certify on his/her respective report. The appropriate supervisor shall initial the report.

N. Space shall be provided at the Marine Operations Center (Atlantic) for the Union to keep a file cabinet. The Marine Operations Center (Atlantic) will furnish the small two-drawer file cabinet and its use will not interfere or disrupt the mission of the Employer.

SECTION 11. GRIEVANCES

A. Limitations and Conditions

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

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

3. An employee or groups of employees may present their grievances to the Employer and have them adjusted with or without the services of the Union. A grievance may be undertaken by an affected employee or group of employees over the interpretation, application, or violation of any matter which is contained within this Agreement or within published agency personnel policies, working conditions or relationships with agency supervisors and officials or any other matter within the working environment that is within the jurisdiction of the Marine Operations Center Director and not expressly prohibited by law or this Agreement. If presented without Union representation, such grievances may be adjusted without Union intervention, provided the adjustment is not inconsistent with the terms of this Agreement and the Union has been given reasonable advance notice of the grievance and an opportunity to be present at the adjustment.

4. This grievance procedure shall be the exclusive procedure for resolving grievances which fall within coverage of this Agreement. These grievance procedures will not cover:

- a. prohibited political activities;
- b. retirement;
- c. life insurance or health insurance;
- d. suspensions or removal for national security reasons;
- e. examination, certification, or appointment;
- f. position classification which does not result in loss of grade or pay;
- g. removal of probationary and temporary employees;
- h. oral/written admonishments and notices of proposed action;
- i. written reprimands;
- j. granting of or failure to grant an employee performance award or the adoption of or failure to adopt an employee suggestion or invention;
- k. nonselection for promotion from a group of properly ranked and certified candidates;
- l. any matter appealable to MSPB except discrimination cases (5 U.S.C. 2302);
- m. reductions in grade or pay;
- n. furloughs of 30 days or less; or

Grievances which question, directly or indirectly, interpretation of OMAO policy, or other higher authority policy or regulation, will not proceed to arbitration without determination of interpretation by the responsible agency office.

The interpretation will be submitted to the other party and to the arbitrator. The arbitrator will proceed to decide the merits of the grievance taking into consideration the interpretation by the responsible agency and any other evidence presented by the affected parties.

5. Employees who choose to present their own grievances without representation by the exclusive 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 Operations Center Director is final.

6. For EEO discrimination complaints (5 U.S.C. 2302), 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.

7. Grievances filed under this Section involving disciplinary actions will be initiated at the next higher supervisory level than the deciding official unless that official is the Marine Operations Center Director.

B. Negotiated Grievance Procedures. Under this Section, grievances will be processed in accordance with the following procedures. Time limits are expressed in calendar days in both this Section and Section 12:

1. Shipboard Grievances: (Grievances over which the ship command exercises control).

Step 1. (Informal) Whenever an employee considers himself/herself aggrieved, that employee shall discuss the matter with, and may submit it in writing to, the appropriate supervisor, within 5 days of the date of the action or condition giving rise to the grievance or of receipt of an alternative dispute resolution determination. The employee must specifically state he/she is presenting a grievance. An employee may be accompanied a union representative. The supervisor shall give a decision within 5 days.

An employee who is not satisfied with the decision in Step 1 may submit a request for interpretation of the Agreement anytime within 10 days of the decision in Step 1 to the command for transmission to the Marine Operations Center (Atlantic) representative and the representative can submit his/her response to the Chief, Operations Division, for transmission to the ship. The Employer may permit direct communications between the employee and the Marine Operations Center (Atlantic) representative. If the Employer delays this communication, the time for employee appeal in Step 2 will be extended by a like amount of time.

• Step 2. (Formal) If the employee is not satisfied with the decision of the supervisor, and elects to pursue the grievance further, the employee must submit the grievance in writing to the Commanding Officer (Port Captain if the supervisor in Step 1 was a Master) within 15 days of receipt of the decision in Step 1. Aboard vessels, in the absence of a designated vessel representative, the employee may submit a summary of the essential points of the grievance to the Commanding Officer for communication to the Marine Operations Center (Atlantic) representative. The command will inform the grievant in writing of the decision within 15 days of receipt of the grievance.

This formal written grievance must contain:

- a. Identity and title of the employee;
- b. Declaration of Union representation;
- c. The details of the grievance including a chronological account of the discussion held with supervisory officials during the informal stage and;
- d. The corrective action desired.

Step 3. If an employee, at sea, is not satisfied with the adjudication, and elects to pursue the grievance further, the employee shall so notify the Commanding Officer in writing within 10 days of receipt of the decision in Step 2. Any such request for adjudication pursued by the employee must be submitted as a formal grievance to the Director of the Marine Operations Center prior to the 10th day after the ship's return to home port. Within 10 days of the date of receipt of the

grievance, the Marine Operations Center Director or his representative shall inform the employee and the Marine Operations Center (Atlantic) representative in writing of the final decision.

2. Shoreside Grievances: (Grievances over which the Marine Operations Center, Mission Support Division Chief exercises control.)

Step 1. (Informal) Whenever an employee considers himself/herself aggrieved that employee shall discuss the matter with (or may submit the matter in writing to) the supervisor within 5 days of the date of the action or condition giving rise to the grievance or of receipt of an alternative dispute resolution determination. The employee must specifically state he/she is presenting a grievance. An employee may be accompanied by a Union representative. The supervisor shall give a decision within 5 days.

Step 2. (Formal) If the employee is not satisfied with the decision of the supervisor, and elects to pursue the grievance further, the employee must submit the grievance in writing to the Marine Operations Center, Mission Support Division Chief within 10 days of receipt of the decision in Step 1. The Division Chief will inform the grievant in writing of the decision within 10 days of receipt of the grievance.

This formal written grievance must contain:

- a. Identity and title of employee;
- b. Declaration of union representation;
- c. The details of the grievance including a chronological account of the discussion held with supervisory officials during the informal stage; and
- d. The corrective action desired.

Step 3. If an employee is not satisfied with the adjudication of Step 2, and elects to pursue the grievance further, the employee shall, within 10 days of receipt of the decision, submit the formal grievance to the Director of the Marine Operations Center, with a copy to the Mission Support

Division Chief. Within 10 days of the date of receipt of the grievance, the Marine Operations Center Director shall inform the employee and the Union in writing of the final decision.

C. Failure by grievants and/or the Union to comply with any of the time limits for filing grievances shall be deemed to cancel the grievance. Failure by the Employer to issue a decision at any step within the specified time limits shall be deemed a denial of the grievance. The time to appeal to the next step shall begin to run one calendar day following the date a decision was due. All time limits in this Article may be extended by mutual consent.

D. Employer/Union Grievances. Grievances may be filed by Employer or the Union based on an action that concerns an alleged violation of the provisions of the Agreement. The grievance shall be initiated in writing by either the Director, MOC, or the Business Manager, IBEW, and presented to the other party within 30 days of the action or condition giving rise to the grievance. The decision shall be rendered in writing no later than 30 days following receipt of the grievance. Should the issue remain unresolved, arbitration may be invoked.

SECTION 12. ARBITRATION

A. If the Union is not in agreement with the decision of the Marine Operations Center Director or if the Marine Operations Center Director feels that the Union has violated the terms of this Agreement, then within 15 days following the date of receipt of the decision or written position of either party, and upon written notice to the other, the Union or the Employer 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.

B. Within 10 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 five impartial persons qualified to act as arbitrators. The Union and the Employer shall confer within 7 days after the receipt of such list. If they cannot mutually agree upon one of

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 five and shall then repeat the procedure. The remaining name shall be the duly selected arbitrator.

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

1. Arbitrator's fee: shared equally by the parties.
2. Adjunct arbitrator costs and costs of the hearing room: shared equally by the parties, if on other than Federal property and a cost is incurred.
3. Travel and other costs for Employer representatives and witnesses: paid by the Employer.
4. Travel and other costs for union representatives and witnesses: paid by the Union.
5. Stenographic and other miscellaneous service costs: paid by the party that requires the services and shared equally if required by mutual consent.

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

E. The arbitrator will be requested by the Union and 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.

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

SECTION 13. 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, fails to resolve a negotiation impasse, either party may request the Federal Service Impasses Panel to consider the matter.

SECTION 14. COMPENSATION

The pay of General Schedule (GS) bargaining unit members is specifically provided for by statute, and as a result, is not discussed in this Agreement.

SECTION 15. CONTRACTING/RIF

A. Contracting Out

1. Decisions regarding contracting work out of the unit and transferring of work within the Activity are areas of discretion of the Employer and higher authority.

2. When the contracting of functions normally performed by bargaining unit employees is being considered by the Employer and this will adversely affect positions in the unit, the Employer shall notify the Union of the impending contract. The Employer agrees to give the Union advance notice prior to notification of the employee(s). Insofar as possible, the Employer will inform the Union as to the number and specific positions affected, and the date the action will take place. The Union will be invited to attend any meetings with employees. The Employer will meet and confer, as appropriate, with the Union concerning the impact on bargaining unit employees.

3. Further, the Employer will attempt to minimize displacement actions incurred by a reduction-in-force to the extent possible through, but not limited to, reassignment,

training, or retraining, restricting in-hires, and other actions that may be taken to retain career employees.

B. Reductions-in-Force

1. The Employer shall give the Union as much advance notice as is possible of an impending Reduction-in-Force and reasons therefore. In addition, when available, the general competitive levels affected and also the probable number of positions affected in each level will be provided to the Union.

2. Criteria for retention will be established in accordance with applicable law and regulation. Within each competitive level, the following criteria will be used:

- a. Type of appointment (tenure):
- b. Veteran preference as defined by law and FPM Chapter 211;
- c. Length of service;
- d. Performance ratings.

3. An employee is given additional service credit in accordance with Appendix C, DAO 202-430, as supplemented by NAO 202-430.

4. The Employer will recognize the bumping and retreat rights of all GS employees, including those on approved leave of absence, and will consider, in accordance with existing rules and regulations, seniority, veteran's preference, and group and subgroup in cases of reductions-in-force notice. When an employee receives a reduction-in-force notice, he/she shall be permitted to review the retention register pertaining to him/her. An employee so affected shall have the right to the assistance of the Union when checking such lists. It is mutually understood that such lists may not be the final official list. The Employer will provide the Union with a copy of the retention register.

5. Any career or career-conditional employee who is separated because of reduction-in-force is eligible to be placed on Reemployment Priority List in accordance with applicable rules and regulations, and such employees will be given priority

consideration for rehiring in permanent positions for which qualified. Eligible employees must complete an RPL Registration application and submit it to their servicing personnel office within 30 calendar days after their RIF separation date. It is understood that acceptance of a temporary appointment will not alter the employee's right to be offered permanent employment.

SECTION 16. HOURS OF WORK

A. General Schedule electronics technicians when assigned to shore-based duties may participate in a flexible work schedule in lieu of a fixed schedule. The use of a flexible schedule will be governed by the following guidelines:

- all full-time employees who participate in a flexible schedule must be present for work during the core hours of 0900 to 1530.
- an employee who elects to participate in a flexible schedule may elect the time of arrival at work, so long as it is no earlier than 0700, and may elect the time of departure from work, so long as it is no later than 1730.
- all employees, whether they participate in a flexible schedule or not, must work 40 hours during the regular Monday to Friday workweek.
- within limits consistent with the duties and requirements of the position, flexible work hours will be established at the request of the employee and upon the approval of the supervisor. Providing staffing requirements are met, supervisors will normally approve the employee's election of a flexible working schedule. Approval shall be in compliance with applicable law. This provision is in no way intended to infringe upon management's statutory authority and flexibility as defined in 5 U.S.C. Section 6122.
- except when Agency needs dictate otherwise, flexible work hours approved for a pay period must remain in effect for the entire pay period.
- employees assigned to formal training will conform to the established hours of the training schedule, flexible schedules notwithstanding.

B. General Schedule electronics technicians, when assigned to shore-based duties may participate in a compressed workweek schedule which is in accordance with DAO 202-610, Appendix A. The following guidelines will apply:

- within limits consistent with the duties and requirements of the position, a compressed workweek schedule will be established at the request of the employee and upon the approval of the supervisor. Providing staffing requirements are met, supervisors will normally approve the employee's election of a compressed workweek schedule. Approval shall be in compliance with applicable law. This provision is in no way intended to impinge upon any statutory authority and flexibility provided to management in 5 U.S.C. Section 6122.

- except when Agency needs dictate otherwise, a compressed workweek schedule approved for a pay period must remain in effect for the entire pay period.

- employees assigned to formal training will conform to the established hours of the training schedule, compressed workweek schedules notwithstanding.

C. An employee required to travel back to home port (Marine Operations Center (Atlantic)) after completing a full day of duty will normally be allowed no less than an 8-hour rest period prior to reporting for duty on the following workday. Specifically, if an employee completes travel after 2300 on the day of travel, the employee will be allowed to have the starting time of his/her duty schedule adjusted, hour for hour, for time in travel after 2300. For example, an employee's normal work schedule is 0700 to 1530, Monday - Friday. The employee is required to return to the home port (Marine Operations Center (Atlantic)) area after completing his workday on Monday. The employee completes travel at 2400, therefore, the employee shall not normally be required to report for duty on Tuesday until 0800.

SECTION 17. LEAVE

A. Leave Before or After Sailing. All reasonable efforts shall be made to grant approved leave to all requesting employees on the day prior to departure and/or after arrival from rotation

to sea duty. Prior to or post TDY for a period, an employee, upon request, may be granted administrative leave for any amount of time up to the maximum of 59 minutes by his/her supervisor in accordance with OMAO policy and the Department of Commerce "Handbook on Hours of Duty and Leave Administration."

B. Sick Leave

1. The Union and Employer recognize the insurance value of accumulating sick leave and agree to encourage employees to conserve such leave so it will be available to them in case of extended illness and for retirement benefits.

2. Employees desiring medical, dental, or optical examination or treatment should attempt to schedule such appointments outside of work hours. Requests for sick leave to cover such appointments shall be submitted as far in advance as possible and shall specify the date and time of appointment.

3. When qualified, employees shall have the option to choose benefits from the Office of Worker's Compensation Program in lieu of charge to leave.

4. Employees will be notified of any changes to their leave requests.

5. When sickness occurs within a period of annual leave, sick leave, when requested and approved, shall be granted for the period of sickness, subject to the usual requirements of leave administration.

C. Shore Leave

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

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

3. Time spent when the ship is in shipyard away from home port will be creditable for shore leave only if the employee is required to lodge aboard the ship or in alternate accommodations provided by the Employer (when the ET has been assigned to the ship and accommodations cannot be provided aboard the ship).

SECTION 18. BULLETIN BOARDS

A. A bulletin board, of reasonable size, designated for the IBEW Local Union 80 business, shall be provided for the Marine Operations Center (Atlantic).

Reasonable space for the use of IBEW Local Union 80 shall be provided on bulletin boards aboard all ships staffed by bargaining unit personnel.

Designated "Union" bulletin boards will be located in a conspicuous place for unit personnel. The Employer shall provide the bulletin boards.

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

C. The Union will clear any material prior to posting it on a bulletin board or distributing it on the Employer's ship or at the Employer's shore installation with the Marine Operations Center Director or his/her designated representative.

SECTION 19. DISTRIBUTION OF AGREEMENT

A copy of this Agreement shall be posted by the Employer on the bulletin board at each worksite. The Union shall be afforded sufficient copies for its needs and for distribution to employees of the unit for which it holds exclusive recognition.

SECTION 20. 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 21. INFORMAL COMPLAINT PROCEDURE FOR UNFAIR LABOR PRACTICES

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. Prior to the filing of a charge under 5 U.S.C. Chapter 71, Section 7116, the charging party shall, in writing, notify the other party of the alleged violation. The notice shall contain a clear and concise statement of the statutory basis and the facts constituting an alleged unfair labor practice, including the time and place of occurrence of the particular act(s). The parties involved shall investigate the allegations so that all the facts are known and attempt informally to resolve the matter.

If the parties are unable informally to resolve the matter within 30 calendar days from the date of receipt of the notice by the respondent, the charging party may file a charge. The charging party may file a charge sooner if, within the 30 calendar days, the parties agree they are unable to dispose of the charge informally.

SECTION 22. EQUAL EMPLOYMENT OPPORTUNITY

Both the Employer and the Union shall adhere to a nondiscriminatory policy with respect to their obligations in hiring personnel and referring applicants. Both parties will not discriminate 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 assignment may be changed aboard the vessel where necessary to accommodate men and women in accordance with NOAA or other higher authority policy or regulation.

SECTION 23. PHYSICAL EXAMINATIONS

Each employee will be required to take a routine physical examination on a periodic basis as required per 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 Employer will pay the expenses for any additional authorized tests that are approved by the Employer. In such instances, the Health Services Office reserves the right to select the medical care provider and location where the authorized tests will be performed.

ARTICLE II
DUES WITHHOLDING

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
- D. Who are in an exclusive bargaining unit and are members of a local union holding exclusive recognition in that unit.

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. 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 Labor Relations Officer (LRO), servicing Human Resources office, in writing, 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,

3. Any employee who is no longer in good standing within 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 (Management's internal distribution system will not be used for this purpose);

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

F. In accordance with the Debt Collections Act of 1996, keeping the LRO, servicing Human Resources office, informed of the name of its financial institution, the institutions routing number and account number for receiving employee deductions via Direct Deposit/Electronic Funds Transfer. Until further notice, this will be:

Crestar Bank
1221 E. Little Creek Road
Norfolk, Virginia 23518

SECTION 3. EMPLOYER RESPONSIBILITIES

The Employer is responsible for:

A. Processing voluntary allotment of dues in accordance with this Article;

B. Withholding dues on a biweekly basis;

C. Notifying the Union when an employee is not eligible for an allotment (LRO, servicing Human Resources office, is responsible for this notification);

D. Withholding new amounts of dues upon certification from the authorized union official;

E. Transmitting employee deductions to the financial institution designated by the Union, together with a listing of employees for whom deductions were made;

F. Forwarding, as a separate submission each pay period, a copy of all revocation notices received in the Human Resources office to the Union; and

G. Providing the following information on the remittance listing:

1. The name of each employee for whom the deduction has been authorized to be made during the current pay period;

2. For each employee or group of employees, the following information will be given to the extent applicable:

a. Amount withheld;

b. No deduction because employees' compensation is insufficient to permit a deduction.

SECTION 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 in the next remittance transfer to be issued to the employee organization. If the Union is not scheduled to receive a remittance after discovery of an error, the gaining party agrees to promptly refund the erroneous remittance.

SECTION 5. EFFECTIVE DATES FOR ACTIONS UNDER THIS ARTICLE

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

Starting Dues Withholding

First pay period after date of receipt of properly executed and certified Standard Form 1187 by Human Resources Office. An employee must remain on payroll deductions for 1 year after commencement of dues withholding.

Changes in amounts of dues

First pay period after receipt of certification in Human Resources office; no more than once every 12 months.

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

First pay period following March 1 of each year. Notice must be received by servicing Human Resources office no later than C.O.B March 1 of each year.

Termination due to loss of membership in good standing

First pay period after date of receipt of notification by the LRO in the Human Resources office.

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

First pay period after date of receipt of notification in 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 in Human Resources office.

**ARTICLE III
GENERAL WORKING RULES**

SECTION 1. GENERAL

It is understood by both the Union and the Employer that since the ships are so different in general characteristics (size, intended use when constructed, date of construction, mission, and other similar factors), one set of detailed rules in its entirety cannot be made applicable to all ships. For this reason, the Employer must contact the Union on any modifications to these general working rules. The Employer will consult with the Union to consider any modification, alteration, or suspension of these general working rules. While at sea aboard NOAA vessels, the Commanding Officer has authority over rotating Electronics Technicians.

SECTION 2. WORKING CONDITIONS

A. Safe Working Conditions. It is the responsibility of the Employer and employees to provide and maintain safe working conditions. The Union agrees that employees shall comply with all safety rules and regulations, and it is the duty of the Employer to see that they are enforced. It shall be the employees' responsibility to advise the Employer when a condition occurs within their work area which they believe is hazardous. The Employer shall investigate and, if necessary, take steps to correct any unsafe working conditions. Unsafe working conditions may also be reported to the Union representative.

Each employee covered by this Agreement will cooperate to the fullest in promotion of safety and safe work habits throughout offices and work areas.

The Employer agrees to furnish safe gear and equipment and to make every effort to provide safe working conditions at all times. Where practicable, a life net furnished by the ship shall be rigged under all gangplanks or accommodation ladders in such a manner to protect and/or prevent a person from falling between the ship and dock.

An employee who is assigned to a job which he/she reasonably believes presents an imminent health threat, risk of death or serious bodily harm may immediately notify his/her supervisor. In those cases where short-term exposure requires immediate solution and it is not possible to obtain the Employer's concurrence beforehand, then the employee may at his/her discretion stop working and notify his/her supervisor. If the matter is not resolved to the employee's satisfaction, it will be immediately referred to the next higher level of supervision who shall decide whether or not to cease the job. For field units, the officer in charge (OIC) is considered the supervisor. In situations where detached units cannot readily consult with the next higher level of authority, the OIC shall decide whether or not to cease the job.

The Union will cooperate with the Employer in maintaining safe working conditions, equipment, and facilities used by the employees so that the safety of all employees may be assured. Where the Marine Operations Center (Atlantic) maintains washroom or eating facilities, the Employer agrees that they are to be maintained in a sanitary condition by periodic cleanings. The Union agrees that employees shall exert reasonable effort in maintaining facilities in a sanitary condition between cleanings.

The Employer will maintain adequate lighting in its facilities to meet applicable Federal standards.

If the Union believes that work is being required under conditions which are unsafe or unhealthy beyond what might be considered reasonable, it may request that OSHA be brought in to inspect the site and/or have the right to file a grievance.

Because of the age of NOAA vessels and the extensive use of asbestos in overheads and bulkheads, electronics technicians will not be required to mount or remove any friable asbestos materials without the assistance of a HAZMAT team. In an emergency situation where an electronics technician is required to work in or around friable asbestos, environmental differential shall be received for such working conditions, in accordance with the requirements and conditions specified in 5 CFR 550, Subpart I. Employees expected to be working around asbestos will receive proper training.

B. Emergency Duties. Any work necessary for the safety of the ship, crew, passengers, or for the saving of other ships, lives, or cargoes shall be performed at any time on immediate call by any or all members of the vessel personnel, and notwithstanding any provision of this Agreement which might be construed to the contrary.

C. Sailing Board Time

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

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

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

4. If the ship is to sail before 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.

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

6. 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.

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

E. Duties. Employees of the unit covered by this Agreement shall normally be assigned to perform the necessary and customary duties of their respective departments.

Reserving the Employer's right to assign work, during periods when the engineering staff are working on at-sea projects on a vessel, it will be the normal practice of the Employer that the Lead Electronics Technician will retain status as Mission Support Department Head, and all embarked Division personnel will consult with the Lead Electronics Technician in matters affecting the operation of the department.

F. Responsibility. The parties agree that the department head works under the auspices of the Commanding Officer/Master.

G. Temporary Tour of Duty. When Electronics Technicians are assigned to temporary tours of sea duty, the Employer will strive to balance the length of these tours equitably among the bargaining unit members in accordance with their Position Descriptions. Serious imbalances in tour lengths may be brought to the Employer's attention through the JLMC or the negotiated grievance procedure.

When a vessel is in a U.S. port, the Employer shall make available to the Mission Support Department a rental or a government vehicle for official government business use and for use when meals and lodging are not provided by ship. The RET shall notify the Commanding Officer if the number of vehicles maintained by the vessel is inadequate to meet these requirements. This vehicle shall be made available to other vessel employees for official ship or government business when not in use by the Mission Support Department. The Commanding Officer will have final decision authority over any conflicts in the use of this vehicle. The Mission Support Division assumes responsibility for any increased cost resulting from an increase in the need for vehicles caused by this Department's activities. Travel orders for the RET shall include authorization to rent a vehicle as required during travel in accordance with the above.

H. Computers (PC's). The Employer will supply a Marine Operations Center PC system configured to conduct official government business including access to E-mail and the Internet for each rotating team (two RET's). Additional computers may be added as funding becomes available.

I. Marine Operations Center Parking. Parking for RET's will be provided at the Marine Operations Center (Atlantic) in accordance with the Marine Operations Center's Directive 0903.01 "AMC Base Parking and Traffic Regulations", except that the RET will be allowed to leave his/her vehicle at MOA while on TDY provided a spare set of keys are left with the MOA's Employee Transportation Coordinator or Facilities Manager in accordance with the above Directive.

SECTION 3. BASE RATE COMPENSATION

A. The base pay rate for General Schedule personnel does not include payment for anything other than the regularly scheduled 40-hour tour of duty.

B. The standard work week for all employees covered by this Agreement shall be forty (40) hours per week, Monday through Friday, eight (8) consecutive hours per day respectively. Bargaining unit employees 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.

SECTION 4. ADDITIONAL COMPENSATION

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

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

2. Night Differential (General Schedule). Electronics technicians assigned to work after 1800 hours and before 0600 hours shall be paid a differential based on their grade pay and will be in addition to any overtime as required, in accordance with 5 CFR.

3. Holiday Pay (General Schedule). A rate for General Schedule personnel for non-overtime work during a regularly scheduled daily tour of duty on a holiday designated by Federal law or Executive Order.

4. Hazardous Duty Pay (General Schedule). A rate for Electronics Technicians payable at a rate two times the regular straight time hourly rate of pay for hours worked.

B. Authorization of Additional Compensation

Work for which overtime pay is afforded shall not be worked without authorization of the Commanding Officer/Master, Division Chief, or immediate supervisor, or their designated representative. Nonexempt Employees: All overtime work that is suffered or permitted is compensable and is to be paid in accordance with FLSA regulations.

C. 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. The Employer will make every effort to assign scheduled overtime for no less than one hour.

D. Compensation for Overtime

1. 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.

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

3. No employee may have more than eighty (80) hours of compensatory time to his/her credit on the first day of the first full pay period beginning on or after January 1 of each year. Employees may be directed to take compensatory time off at a time convenient to the government to assure that they do not exceed the eighty (80) hour time limit on the above deadline. Compensatory time in excess of either eighty (80) hours on the above deadline shall be converted to overtime pay at the rate at which earned.

E. Call Back. An employee who is called back by the Employer to perform work after the end of his shift shall be paid

at either the overtime rate for the hours actually worked in excess of eight (8) hours, or the minimum of two (2) hours pay at the employee's pay rate, whichever is greater, in accordance with 5 U.S.C. Section 5542(b)(1).

F. Linens. Clean bed linens, towels, and wash cloths in good serviceable condition are to be provided weekly. When the ship is unable to provide clean linens, towels, and wash cloths weekly, the employee shall receive a reasonable amount of time during the normal work hours to wash his/her own linens. If due to work requirements, the employee is unable to wash his/her linens during normal work hours, then one (1) hour overtime will be provided for washing his/her own linens after work hours. If the ship is unable to supply towels and linens, the Commanding Officer may authorized the RET to purchase the same type of towels and linens used by the ship using the RET's IMPAC credit card and charge the cost against the ship's accounting. Any towels and/or linens purchased by the employee in this manner become the permanent property of the ship.

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

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

H. International Date Line. If a ship crosses the International Date Line from east to west and a Saturday, Sunday, or holiday is lost, all workers shall observe the following Monday or the day following the holiday.

If the Sunday which is lost is also a holiday or if the following Monday is also a holiday, the following Monday and Tuesday shall be observed.

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

I. Special Clothing. Protective clothing as necessary for safety shall be assigned to the Mission Support Department. When employees are required to perform work in unusually dirty working environments, such as bilges of the ship or launches, the Employer shall provide protective clothing. Safety equipment shall be provided as necessary by the Employer.

SECTION 5. ELECTION DAYS

When the vessel is in a United States port on an election day, employees shall be afforded an opportunity to vote in accordance with Federal Government personnel policy.

SECTION 6. ROOM AND MEAL ALLOWANCE

A. General Schedule employees are entitled to appropriate allowances in accordance with the NOAA Travel Handbook.

B. When circumstances warrant, when the Employer assigns a bargaining unit member to temporary duty on a NOAA ship, but not being assigned as the ship's rotating technician to sail, the Employer will authorize lodging expenses on the travel orders, unless separate lodging contract arrangements are made.

C. Employees shall be entitled to per diem for hotel/motel berthing ashore if they have notified the Commanding Officer/Master or his/her designated representative 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.

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 employee's quarters or washrooms and is not available elsewhere aboard ship.

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

5. 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.

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.

SECTION 7. MEALS AND QUARTERS

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

B. If, for any reason, when a ship is in port or at sea and a full hour is not allowed the employee for lunch and the employee works straight through to the end of the regular administrative work day, the employee shall receive overtime for any time worked in excess of 8 hours.

C. The Commanding Officer/Master may, at his/her discretion, reduce the lunch break to one-half hour with a one-half hour earlier knock off time, if such action is in the best interests of the Government. No premium pay will accrue in this case.

D. Wholesome, adequate, and well-prepared food shall be provided for all meals.

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

F. The commanding officer/master may, at his/her discretion, implement a brunch-supper routine in lieu of breakfast-dinner-supper on nonworkday weekends and holidays when the ship is in port.

G. Assignment of quarters for ET's will be in accordance with the Marine Operations Center's Directive, "Assignment of Vessel Quarters." Quarters shall be graded for their desirability. Selection of rooms shall be determined by base pay rate of vessel employees and Electronics Technicians. For base pay rate considerations, a Lead Electronics Technician will be considered a GS-11(Step 5) and an Electronics Technicians will be considered a GS-10(Step 5). When and where possible ET's will be assigned to the bottom berth when assigned to shared quarters.

H. When the ship galley is closed, employees shall be paid local per diem meal rates in accordance with Federal Travel Regulations.

SECTION 8. LOSS OF PERSONAL EFFECTS AND PROPERTY

A. Employees may file a claim for damage or loss of personal effects and property in accordance with current NOAA administrative procedures, utilizing Form CD-224, "Employee Claim for Loss of or Damage to Personal Property."

SECTION 9. WORK CLOTHING

The parties recognize that GS employees in the unit are placed in an unusual situation when assigned to shipboard duty in that they are expected to perform duties and assume responsibilities as members of the ships' complements, while at the same time they must continue to serve as Marine Operations Center (Atlantic) representatives in their professional capacities as electronic technicians. Although the parties recognize the important role that the neat and professional appearance of vessel crew members can play in interactions with the public, they agree that it is unreasonable to require GS employees, who work aboard ship on a temporary duty basis only, to furnish and wear standard shipboard dress.