

MEMORANDUM OF UNDERSTANDING BETWEEN
THE SEAFARERS INTERNATIONAL UNION, ATLANTIC, GULF, LAKES AND INLAND
WATERS DISTRICT, NATIONAL MARITIME UNION (SIU/NMU)

AND

MILITARY SEALIFT FLEET SUPPORT COMMAND (MSFSC)

October 1, 2010

The purpose of this agreement is to establish procedures and eligibility for Subsistence and Quarters (S&Q) for Civil Service Mariners (CIVMARs) reporting to the Customer Support Unit (CSU) or as otherwise directed, while pending disciplinary procedures. The intent is to establish a consistent policy.

Section 1: The parties to this agreement are Seafarers International Union Atlantic, Gulf, Lakes and Inland Waters District, National Maritime Union (SIU/NMU) and Military Sealift Fleet Support Command (MSFSC).

Section 2: Terms and conditions of all Civilian Marine Personnel Instructions (CMPI), previous Memoranda of Understanding (MOU), and collective bargaining agreements remain in effect except as supplemented by this MOU.

This agreement supersedes the Tiger Team MOA dated 1-13-99, the S&Q MOU dated 7-13-99, the S&Q provisions contained in section 4.(A).i. and ii. of the MSFSCINST 5510.1.A MOU dated 6-2-2010, and any other previous S&Q agreements which are inconsistent with this MOU.

Section 3: CIVMARs who elect to report to the CSU or as otherwise directed, while pending disciplinary procedures will be eligible to receive S&Q, upon reporting, if otherwise eligible and not excluded as defined in section (7).

Section 4: If the CIVMAR does not elect to provide either an oral or written reply, S&Q eligibility will end one day following the conclusion of the reply period, as specified in the notice of proposed disciplinary action.

If the CIVMAR elects to provide either an oral or written reply, S&Q eligibility will end on the day following the oral or written reply, whichever occurs last. However, in such cases, S&Q eligibility shall not extend beyond twenty-one (21) days after receipt of the notice of proposed disciplinary action. Extensions may be granted by MSFSC on a case-by-case basis for good cause, and will not be arbitrarily denied.

Section 5: If the MSFSC Deciding Official has not issued a decision on the proposed discipline within twenty (20) days after S&Q eligibility has ended, the CIVMAR's S&Q eligibility will resume on day twenty-one (21) and continue until the decision is issued.

Section 6: Prior to receiving a decision regarding the notice of disciplinary action, CIVMARs may elect to remain in a duty status. At the discretion of MSFSC, CIVMARs awaiting a decision may be considered for shipboard assignment, training, available for medical examinations, or other duty status related assignments or tasks.

Section 7: The following categories of CIVMARs will not be eligible for S&Q:

A. CIVMARs who report for duty who are not assignable and are not ready, willing and able to work in accordance with the Notice to CIVMARs regarding S&Q Allowance of 22 April 2009;

B. CIVMARs in a trial period, temporary or intermittent appointment status;

C. CIVMARs who maintain a residence within the local commuting area of the CSU.

Section 8:

A. Union will withdraw any arbitration relating to S&Q eligibility pending discipline, and the Union will refrain from requesting arbitration for any S&Q eligibility grievance filed prior to the signing of this MOU. The parties are unaware of any pending S&Q eligibility grievances or arbitrations.

B. To ensure consistent application of policy throughout the fleet, the parties agree that should the licensed CIVMARs' eligibility for S&Q change to provide S&Q from the date the CIVMAR reports to the CSU through the date of the final decision or dismissal of the discipline action, the unlicensed CIVMARs will also be entitled to the same. This change in policy will not apply retroactively and unlicensed employees will not be entitled to back pay or leave reimbursement.

Section 9: Policy Implementation - The parties agree that the policy will be implemented on January 30, 2011. This policy will apply to CIVMARs reporting to the CSU after this date. Prior to implementation the parties will complete the following steps:

A. Provide and develop educational materials and distribute them to the fleet;

B. Amend all S&Q-related forms;

C. Develop metrics to evaluate the policy.

Should the parties encounter difficulties in reaching agreement concerning steps to achieve implementation, an FMCS facilitator will be contacted to assist the parties.

Section 10: Policy Review - The parties agree to meet to review this program six (6) months from implementation date.

One or two (1 or 2) months prior to this meeting, as mutually agreed to by the parties, the parties will exchange information as needed to evaluate the program.

If problems need to be addressed, the parties will use IBB processes to solve the interests and concerns. An FMCS facilitator will be contacted to assist the parties.

If the policy has created unforeseen adverse impact to the CIVMARs or the parties, negotiations will attempt to correct this or the parties may return to the status quo, by mutual agreement.

 10/1/10

Kathleen Giacalone - MSFSC
Chief Negotiator

 10-1-10

Chester Wheeler
Asst. Vice-President
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