

## 2008 Groundfish Observer Contract

This agreement for employment as a Marine Biologist/Fisheries Observer is between MRAG America (MRAG) and Observer:

NAME: [Name]

ADDRESS: [Address]

CITY/STATE/ZIP: [City, State, Zip]

PHONE #: [Phone]

EMAIL: [Email]

SS#: [SSN]

EMERGENCY CONTACT NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

### EMPLOYMENT POLICIES

MRAG is an equal opportunity employer. MRAG will not discriminate in hiring due to race, color, creed, gender, or sexual preference provided an applicant is qualified, capable of doing the job, and meets eligibility requirements set by National Marine Fisheries Service (NMFS).

### EMPLOYEE NOTIFICATION REQUIREMENTS

Observer shall notify MRAG if he has reason to believe a vessel or plant to which he is assigned is out of compliance with federal, state, NMFS, or ADF&G regulations relating to the observer's work station, sampling duties, safety, bunking arrangements, or access to computers, communications, or logbooks.

- Observer shall notify MRAG and the Observer Program Office in writing via fax or e-mail within 24 hours after the Observer becomes aware of any information regarding:
- observer harassment or possible observer harassment;
- any action prohibited pursuant to 679.7(g) Federal fishing prohibitions or 600.725(o) Magnuson-Stevens Conservation Act regulations
- concerns about vessel or processor safety;
- observer illness or injury that prevents the observer from completing any of his or her duties described in the Observer Manual or any new mental illness or physical ailments or injury since last physical; and
- allegations or reports regarding observer conflict of interest or breach of the standards of behavior described in Observer Standards of Conduct. On receipt of such a report, MRAG will work with NMFS to investigate and take action to remedy the situation.

### Hiring Statement

[Point of Hire]

Point of Hire

This Contract shall take full force and effect on or about [Start Date] and includes three parts:

- 1) A briefing or training: [Start Date].
- 2) Assignment(s) of approximately [Number Days] days starting on deployment date;
- 3) A debriefing following Observer's return from assignment.

Observer recognizes that the length of assignment(s) is unpredictable due to the nature of the fisheries. This contract shall not be construed as guaranteeing Observer a certain number of days of work.

### Standard of Conduct

Observer may be terminated without warning for just cause. Just cause includes, but is not limited to, dishonesty, incompetence, insubordination, negligence with equipment, unexcused absenteeism, unexcused tardiness, disobedience of orders, unsatisfactory performance of duties, violation of a vessel or plant

owner's rules imposed upon MRAG provided such rules do not conflict with NMFS regulations, and failure to live up to the standards of professional conduct outlined below.

- Properly collect data as required by NMFS.
- Refrain from engaging in any behavior, which may be construed as sexual harassment. Sexual harassment in the workplace by Observer, whether directed toward employees of the fishing industry, Observer Program staff, MRAG staff or other Observers, will not be tolerated. Sexual harassment will be considered just cause for immediate discharge.
- Do not to solicit, accept, or receive, directly or indirectly, any gift, whether in the form of money, service, loan, travel, hospitality, employment, promise, or any other form that is a benefit to my personal or financial interest, under circumstances in which it could be reasonably inferred that such is intended to influence performance of official duties, actions, and/or judgment.
- Have no financial or personal interest in the vessel or plant to which I am assigned.
- Conduct myself at all times in a manner, which does not jeopardize my own safety, the safety of others, my professional image, or the professional image of Observers in general
- I fully understand that the data I gather as an Observer is the property of NMFS. I understand it may be discussed with the vessel operator, and I agree not to discuss the data, fishing operations or locations with anyone else. I further understand that a vessel's future fishing plans are confidential, and agree not to discuss such information with anyone.

### **Professional Accountability**

As a professional, Observer accepts accountability for the timely completion of the responsibilities of his/her position. In order to ensure the highest level of data quality and protect against financial loss due to professional shortcomings, MRAG reserves the right to withhold Observer's last paycheck until duties outlined in this contract are completed. This includes, but is not limited to the following:

- Groundfish observers are required to complete a four-day briefing before their first deployment in a new calendar year. If, for performance reasons, Observer is required to take a second four-day briefing in a calendar year, the observer will receive compensation for only one day of the second briefing.
- Observer will submit all in-season catch messages to the Groundfish Observer Program Office at least every 7 days unless otherwise specified by the Observer Program.
- Observer will complete an in-person mid-deployment data review, unless the Groundfish Observer Program specifically exempts Observer, or Observer does not at any time during deployment travel through a location where Observer Program staff are available. In the latter case, Observer will complete a fax or phone mid-deployment data review as described in the Observer Manual.
- Observer will report for scheduled debriefing appointments on time, with completed data sets, complete all debriefing responsibilities, and return all sampling and safety gear to the Groundfish Observer Program.

## **REQUIREMENTS**

### **Physical Examination**

As a condition of being hired, Observer shall provide MRAG with a physician's examination form, which has been completed during the 12 months prior to Observer's deployment. The examining physician must certify on the form provided by MRAG that the Observer does not have any health problems or conditions that would jeopardize Observer's safety or the safety of others while deployed, or prevent Observer from performing his duties satisfactorily. The physician must also verify he has read and understands the brochure provided by NMFS and MRAG outlining the observer's duties and the dangerous, remote, and rigorous nature of the Observer's work.

Observer will inform MRAG at the time of embarkation if they are experiencing any new physical ailments or injury, sustained since the submission of the physician's statement, which will prevent the observer from performing his duties.

Expense of yearly physical is the observer's responsibility. (Partial expense of physical for prior observers may be reimbursed--See Gear Allowance under Travel, Lodging, Meals, and Reimbursable Expenses.)

### **Zero Tolerance**

Observer agrees to comply with Observer Program's drug and alcohol policy. As the drug laws of the United States are currently enforced, a vessel owner risks seizure of his vessel if any amounts of drugs are found aboard. Observer understands this, and agrees he will not use or possess illegal or controlled substances during his term of employment with MRAG.

Observer understands and agrees to allow random urine and drug screening upon the request of the Coast Guard, vessel owner and/or operator, or processing facility owner and/or operator. Observer also understands and agrees that his gear may be subject to search and seizure if illegal drug use is suspected. Observer understands and agrees that MRAG may test Observer for evidence of illegal drug use when there is reasonable cause to suspect that Observer is using or under the influence of illegal drugs. MRAG reserves the right to do random drug/urine testing at MRAG's discretion. The requesting party(s) will pay for any additional drug screens required.

### **Gear**

Sampling and safety gear shall be provided by NMFS. All gear is the property of NMFS, and Observer is responsible for its maintenance, cleaning, and return to NMFS in a timely manner, and for the cost of replacing missing or damaged gear. MRAG may replace missing gear and deduct the cost of replacement from Observer's pay. Any repair or cleaning costs incurred by MRAG will be deducted from Observer's pay.

## **TRAVEL, LODGING, MEALS, AND REIMBURSABLE EXPENSES**

### **Reimbursable Expenses**

MRAG will reimburse Observer for reasonable, pre-approved work-related excess-baggage charges, food and transportation expenses (bus, taxi, shuttle) when documented on a Reimbursement Report, supported by receipts, and turned into MRAG within 5 days of completion of debriefing.

Receipts not itemized on a Reimbursement Report will not be accepted nor reimbursed. Any expense turned in without a supporting receipt will not be reimbursed. All receipts must be grouped together by category (meal, travel, gear, or other) then by assignment (vessel name, plant name, paid wait, travel day, debriefing, briefing, training etc), numbered and clipped together in order, and attached to the reimbursement form.

Reimbursement Reports not postmarked or received by the fifth day following completion of debriefing will not be accepted nor reimbursed. Reimbursement Forms and supporting receipts not filled in and organized correctly will be returned to Observer and not reimbursed until they are turned in correctly. This may result in a delay in receiving reimbursement check. Reimbursement checks are normally sent out with observer paychecks.

### **Transportation**

MRAG will provide Observer's transportation from point of hire to duty location(s) and between duty locations as necessary. Upon successful completion of contract, MRAG will provide return transportation to point of hire. Observer may be issued a round-trip, open-return airline ticket to the duty station. MRAG is not responsible for the loss or theft of the return coupon. In the event of a lost ticket, MRAG will arrange return transportation and deduct the cost from Observer's pay.

### **Lodging**

MRAG will either provide lodging or reimbursement for lodging while Observer is in training or briefing, waiting, and during debriefing. During training and debriefing, MRAG will provide lodging during weekends and for one day prior to the first day of training or briefing and one day after debriefing. MRAG will provide lodging if the observer is delayed in Anchorage following debriefing due to unavailability of

flights to the point of hire. If an Observer chooses to delay debriefing or to brief early for a season, Observer understands MRAG may not provide lodging for those interim days.

MRAG will be responsible for lodging arrangements. Observer will be reimbursed for lodging expenses, only if such expenses are pre-approved, and the Observer submits an Expense Report supported by receipts within 5 days of the completion of debriefing.

Observer is expected to follow the house rules at any lodging facility. Failure to follow house rules will cause the Observer to forfeit the lodging privileges outlined in this paragraph for the remainder of his contract. Observer may be held liable and charged for replacement costs, repairs, or cleaning charges attributable to any negligence on the part of the Observer.

**Meals**

MRAG will provide meals or reimbursement for meals for each actual day of training, briefing, and waiting, and during debriefing up to a maximum of five actual debriefing days unless NMFS notifies MRAG that additional time is required for reasons unrelated to poor Observer performance. During briefing and debriefing while in Anchorage, MRAG will provide meals or reimbursement for meals during weekends and for up to one day prior to the first day training or briefing, and all days between date of disembarkation from vessel and final day of debriefing.

“Waiting” reimbursements apply any time an observer is in Anchorage or a port of embarkation between vessels and prior to debriefing. Observers who are not deployed by the agreed upon date of deployment established in this contract also receive reimbursement for meals until they are deployed. Observers do not receive reimbursement of meals between completion of training or briefing and the established date of deployment.

Observers on “Waiting” status will receive meal reimbursement of up to \$20/day in Anchorage or \$20/day in Seattle and \$45/day in Alaskan ports outside of Anchorage. For days Observer is in transit, MRAG will reimburse up to \$15 for each meal not available from another source. If Observer chooses to purchase a meal, which is available from another source, that meal will not be reimbursable. Any form of alcohol is not reimbursable.

**Gear Allowance**

Observer, if Grade 2-5 (deployed for over 90 days), is entitled to reimbursement for work-related gear, physical exam, drug test, or travel of \$35 for every 30 deployment days up to a maximum of \$245 per year. To receive reimbursement, Observer must submit an Expense Report to MRAG supported by receipts within five (5) days of debriefing.

**COMPENSATION**

**Pay Grades**

Observer will receive pay while deployed. Deployment begins the day Observer leaves Anchorage or briefing city for embarkation and continues through the day Observer returns to Anchorage or Seattle to wait for debriefing. Observer will receive pay according to grade.

Grade	Deployment Days	Daily Rate
1	0-90	\$130
2	91-180	\$140
3	181-270	\$150
4	271-360	\$160
5	361-495	\$175
6	496-630	\$185
7	631-765	\$190
8	766+	\$200

Pay grades are based on documented proof of experience in the North Pacific Groundfish and/or Shellfish Observer Programs. Groundfish and Shellfish experience will be combined to determine pay grades. MRAG will pay an additional \$10/day for MSCDQ Groundfish lead observers.

**Training**

MRAG reserves the right to determine the location of any trainings, briefings and debriefings. MRAG prefers to schedule trainings, briefings and debriefings in Anchorage when possible. Upon successful completion of entire training, MRAG will pay Observer \$80 per actual training day (not weekends).

**Briefing/Debriefing**

Upon successful completion of briefing, Observer will receive \$80 for each day of actual briefing. Observer will receive pay for only one four-day briefing each year; if Observer must retake a four-day briefing, MRAG will pay for only one day of the second (and any subsequent) four-day briefing.

Upon successful completion of debriefing, Observer will receive \$80 for each day of actual debriefing to a maximum of five days per contract. This maximum may be extended provided NMFS advises MRAG that additional time is required for reasons unrelated to poor Observer performance.

**Waiting Days**

“Wait” status begins on any day between vessels while under contract. MRAG may request that Observer wait unassigned between vessels for another vessel in Anchorage or Seattle without pay for up to five (5) days. Observer is free to refuse such a request and go straight to debriefing. If Observer chooses to honor MRAG’s request, Observer will have the option on the sixth (6th) day of waiting to debrief or continue to wait at half pay. Observer waiting in a port location other than Anchorage or Seattle will be paid at full pay, lodged, and reimbursed for meals as stated above. If Observer is not available, is unfit for deployment, or does not meet his schedule as arranged by MRAG, Observer will forfeit waiting pay.

**Travel Days**

Observer receives \$100.00/ day for any and all days spent traveling to or from a port of embarkation or any days spent trying to fly to or from a port of embarkation, when not assigned to a vessel. If the observer sampled on an assigned vessel on the same day as traveling the observer will receive sea pay. Observer is responsible to make every possible attempt to travel to the final destination.

**Pay Period**

Pay Periods are every two weeks, beginning on Sunday and ending on Saturday. Observer will be paid for services on the Wednesday following the end of each pay period. I-9 form must be completed before Observer’s first deployment and annual W-4 forms must be completed before initial deployment each year. If MRAG does not have completed W-4 and I-9 forms on file, paychecks will be held until MRAG receives completed forms.

Observer may designate that his/her monthly checks be held at the office for his/her return, sent to duty station or home, or electronically deposited to Observer’s personal bank account, if Observer gives MRAG a cancelled check and bank information.

Release of Observer’s final paycheck will be made to Observer upon completion of contractual duties. Contract is complete only after Observer has finished debriefing duties and submitted all gear and expense reports.

**INSURANCE**

As an Alaskan employer, MRAG is required to provide our employees with the best possible insurance coverage. While under contract and/or deployed, Observer will be covered by the following minimum insurance coverage:

- Alaska State Act Workers Compensation
- \$2,000,000 General Employers Liability
- \$1,000,000 Maritime Employers Liability
- \$1,000,000 United States Longshoreman and Harbor Workers- Alaska

MRAG will not discriminate against an Observer who files a compensation claim. MRAG reserves the right to revise this coverage if new federal regulation requires any changes to them.

**DEPLOYMENT SCHEDULE**

Work is expected to start on or about [Start Date]. Date of deployment may change due to various reasons. If the deployment date is delayed, the Observer will receive reimbursement for meals under "Waiting Pay." Observer and MRAG understand that the length of assignment(s) is unpredictable due to the changing nature of the fisheries, and may be longer or shorter than originally projected.

If MRAG is unable to deploy Observer, Observer will be released from this contract at no cost. Observer agrees to hold harmless MRAG, should no assignment be available within 90 days of certification.

Please note: In order for any contract made between Observer and MRAG to be valid, it must be signed by an officer.

\_\_\_\_\_  
MRAG AMERICAS.  
[Type NAME]  
[Type TITLE]

\_\_\_\_\_  
[Type NAME]  
OBSERVER

APPENDIX A

STATEMENT OF WORKING CONDITIONS and SERVICES TO BE PERFORMED BY OBSERVER  
I, [Observer Name], acknowledge that I understand the working conditions and risks which may be encountered while I am on assignment as an Observer. These risks include, but are not limited to, seasickness, mental isolation and loneliness, risk of injury of whatever kind, and harassment from the vessel's personnel including the development of contentious relationships that may result from performing professional duties. I understand that it is my responsibility to inform MRAG of these conditions in a timely manner.

I acknowledge that different duty stations and sampling situations may require me to work odd, long, and unscheduled hours, seven days per week. I agree to design my work schedule to effectively and efficiently complete observer duties as outlined by NMFS. I understand the working conditions described above and affirm there is no physical, mental, or sensory condition known to me which could pose a danger to me, co-workers, crew, or other personnel with whom I would come in contact while performing Observer duties.

I acknowledge that I must follow safety instructions provided by the vessel owner and/or operator.

I acknowledge that I am either to carry with me or ascertain the location of a survival suit for my personal use onboard any vessel to which I am assigned, and will timely communicate the absence thereof to MRAG before leaving port.

I acknowledge that I meet the conflict of interest standards as set by NMFS.

I acknowledge that I must pass a training class and certification test to meet NMFS requirements.

I acknowledge that I must properly complete all observer responsibilities as required by NMFS.

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Observer Signature

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Date

Appendix B—Payroll Information

RATES OF PAY

Payment for services rendered by Observer to MRAG under this contract shall be at the rates of pay shown below. Pay periods are monthly. Paychecks are available on the tenth of the month.

OPERATING	[\$Pay Rate] .00
WAITING beyond 5 days	[\$Pay Rate] .00
WAITING beyond 10 days	\$ [Pay Rate]
BRIEFING/DEBRIEFING	\$ 80.00
Total days at beginning of contract:	<u>[# Sea Days Now]</u>
Number of days until next pay raise:	<u>[# Sea Days Till Next Raise]</u>