

2008 Shellfish 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 Alaska Department of Fish & Game (ADF&G).

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, ADF&G, 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/or the Observer Program at the first safe available opportunity, when Observer becomes aware of any information regarding:

- observer harassment or possible observer harassment;
- any action prohibited pursuant to ADF&G fishing 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 ADF&G 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 ADF&G regulations, and failure to live up to the standards of professional conduct outlined in Appendix A - Statement of Working Conditions, Duties, and Standards.

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.

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 MRAG and ADF&G. All gear is the responsibility of the observer from checkout in Anchorage until return at the end of the contract. Observer is responsible for maintenance, cleaning, and return to MRAG 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. Refer to Appendix D for a complete list of gear and replacement value.

Observers must complete the following maintenance for each three days on deck or more frequently as conditions require. In addition these steps should be completed at the end of each trip:

- 1) Wipe caliper clean and dry – apply fresh coating of RIG UNIVERSAL grease to all surfaces.
- 2) Place tape recorder in Ziploc bag – check condition of bag, remove any moisture, or replace bag.
- 3) Dry and lubricate thumb counters
- 4) Dry PFD, clean as necessary

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 contract.

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 may 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 and waiting, and during briefing and debriefing if not provided by the vessel.

"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 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 debriefs and returns to Anchorage. Observer will receive seaday pay according to grade. Seadays include all days an observer is assigned to (bunks on) a vessel including briefing until the observer returns to Anchorage.

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 in Alaska and the Hawaii Longline Observer Program. Groundfish, Shellfish, and Hawaii experience will be combined to determine pay grades.

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 unless assigned to a vessel in which case the observer receives seaday rate. Upon successful completion of debriefing, Observer will receive \$80 for each day of actual debriefing, when not assigned to a vessel, to a maximum of three days per vessel. This maximum may be extended, provided ADF&G 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 in Anchorage. MRAG may request that Observer wait unassigned between vessels for another vessel in Anchorage without pay for up to five (5) days. Observer will begin on the sixth (6th) day of waiting at half pay. After 10 days of waiting the observer will have the option to terminate the contract or continue to wait at full pay rate until deployed. 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 the schedule as arranged by MRAG, Observer will forfeit waiting pay.

Travel Days

Observer receives \$100.00/day for any and all days spent traveling from Anchorage to a port of embarkation or briefing. Days spent flying or trying to fly from a port of disembarkation or debriefing, even if an observer is not assigned to a vessel, will be paid at the seaday rate. Travel days are included to ensure observers receive pay for days traveling to a port from Anchorage if flights are delayed. Observer is responsible to make every possible attempt to travel to the final destination, including waiting at the airport on standby. All days spent traveling in a port other than Anchorage are paid at the seaday rate.

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
- \$1,000,000 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 36 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.
Robert Trumble, PhD
Vice President

[Type NAME]
OBSERVER

APPENDIX A – Statement of Working Conditions, Duties, and Standards

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 ADF&G. 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 to carry with me and provide a safe the location onboard the vessel a survival suit, PFD and the complete list of safety and sampling gear in Appendix D for my personal use onboard any vessel to which I am assigned. I will timely communicate the absence, damage of loss thereof to MRAG before leaving port.

I acknowledge that I must pass a training class and certification test to meet ADF&G requirements.

I acknowledge that I must properly complete all observer responsibilities as required by AD&G. I acknowledge ADF&G can revoke my certification for non-compliance with the Code of Conduct when under the auspices of this contract:

- 1) Significant or consistent failure to satisfactorily complete observer trip assigned tasks specified in writing by the department.
- 2) Impairment of the observer's ability to complete assigned tasks due to use of alcohol or a controlled substance.
- 3) Engaging in violent or criminal behavior that could endanger a person or property on the assigned vessel or that prevents the observer from performing tasks according to the standards of the onboard observer manual.
- 4) Soliciting or accepting items or services, other than basic life necessities, from an operator, owner, or crew member of a vessel to which the observer is assigned.
- 5) Failure to report known criminal behavior or cooperate with the investigation or prosecution of criminal behavior arising from fishing operations of the vessel to which the observer is assigned.
- 6) Engaging in emotional or sexual relations with a person on board the assigned vessel in a manner that interferes with the observer's ability to perform according to the standards of the onboard observer manual.
- 7) Exhibiting poor judgment or unprofessional behavior that significantly interferes with the observer's ability to perform assigned tasks or results in a breach of confidentiality, lack of observer coverage, or other actions detrimental to the observer program.

Observer Signature

Date

APPENDIX B – Conflict of Interest Standards

I, [Observer Name], acknowledge that I understand and comply with the condition listed below. I do not have any financial or personal interests in the fisheries in Alaska that violate the Conflict of Interest Standards as listed. "Financial interest" means any source of income to, or a capital investment held by, an individual or the individual's spouse or blood relation up to and including the second degree of kindred. "Personal interest" means an interest held or involvement by an individual, partnership, or corporation, or an individual's immediate family member or parent, including membership in any organization from which, or as a result of which, a person or organization receives a benefit.

- 1) Does not have a financial interest in the observed fishery.
- 2) Does not have a personal interest in the vessel to which he or she is assigned.
- 3) Does not serve as a crew member or processing worker on the vessel to which he or she is assigned.
- 4) Will not solicit, accept, or receive, directly or indirectly, a gift, whether in the form of money, service, loan, travel, entertainment, hospitality, employment promise, or in any other form, that is a benefit to the observer's personal or financial interests, under circumstances in which it could be reasonably inferred that the gift is intended to influence the performance of official duties, actions, or judgment.
- 5) have not have been convicted of a misdemeanor or felony involving fraud, dishonesty, an "offense against the person" in violation of [AS 11.41](#), arson under [AS 11.46.400](#) , or a fish and game misdemeanor or fish and game infraction with a penalty in excess of \$300 for a period of seven years preceding application to the onboard observer program.
- 6) Does not have a personal or financial interest, other than that of the observer's employee relationship, in the entity that employs the observer.

This statement is signed under penalty of perjury. I certify under penalty of perjury that the above statements are true and will notify MRAG immediately if I become out of compliance with these statements. I will notify MRAG at the first available opportunity of any solicitation or attempt to compromise my ability to conduct my job.

Observer Signature

Date

APPENDIX C—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:	[# Sea Days Now]
Number of days until next pay raise:	[# Sea Days Till Next Raise]

APPENDIX D—Assigned Gear List

Description	Number	Replacement Cost
Immersion suit w/strobe	1	\$ 350.00
locking cases	2	\$ 90.00
300mm vernier calipers	2	\$ 85.00
35mm waterproof camera	1	\$ 75.00
floatation vest - 3 large	1	\$ 60.00
Chionoecetes Crabs field guide	1	\$ 40.00
head lamp - 19	1	\$ 50.00
Audio recorders	2	\$ 40.00
telephone calling card	1	\$ 20.00
Lithodid Crabs field guide	1	\$ 20.00
Hand magnifying lens	1	\$ 20.00
Eschmeyer field guide	1	\$ 16.00
Tally thumb counters	2	\$ 13.00
Victornox	1	\$ 10.00
hard hat	1	\$ 10.00
6.5 crab measuring sticks	2	\$ 10.00
5.5 inch crab measuring sticks	2	\$ 10.00
A reliable watch	1	\$ 10.00
Small calculator	1	\$ 10.00
Clipboards - 12	2	\$ 6.00
Screw driver	1	\$ 4.00
Rust Preventive	1	\$ 4.00
#2 pencils	12	N/A
Mechanical Pencil	1	N/A
Indelible marking pen, black	1	N/A
150-cm measuring tape	2	N/A
Sponge	1	N/A
Pencil sharpener	1	N/A
Tape	1	N/A
Red pencils	2	N/A
Spare AA Batteries	8	N/A

Observer agrees to replace lost or damage gear at the rates listed above. Calipers should be greased regularly, observers will be charged for seized calipers and damage that is determined to be beyond normal wear and tear. Observers will be responsible for maintaining gear during the contract and submitting receipts for reimbursement.

APPENDIX E – Authorization of Release of Observer Evaluation to MRAG Americas

I, [Observer Name], understand ADF&G will complete an evaluation of my performance after each debriefing and my certification is contingent on successful completion of the following criteria.

To become certified as a shellfish onboard observer, a person must first obtain a shellfish onboard observer trainee permit and complete the trainee requirements. The department shall issue a shellfish onboard observer trainee permit to a person who completes training and orientation specified by the department and who passes, with a score of **at least 90 percent**, an exam administered by the department.

A shellfish observer trainee permit expires on the earlier of the:

- 1) 36th day after the crab observer trainee has participated in a briefing for an observer trip if, during this 36-day period, the trainee has not participated in a briefing with the department; or
- 2) 180th day after the crab observer trainee permit was issued; however, if a crab trainee observer has been deployed at least once during the first 180 days after the observer permit was issued, the trainee permit may be extended up to 365 days, at the discretion of the department.

The department shall certify as a crab or scallop onboard observer a trainee who:

- 1) has a valid crab observer trainee permit
- 2) has satisfactorily completed all observer trainee trip assigned tasks specified in writing by the department
- 3) has not engaged in behavior described Code of Conduct in Appendix A
- 4) has completed the number of observer trips that the department, in its discretion, determines from debriefing the trainee are necessary to prepare the trainee to perform as a crab
- 5) is not the subject of revocation proceedings

All onboard observers and trainees shall attend a briefing before deployment on the observer's assigned vessel. **An observer shall bring to the observer's briefing all equipment that is specified, in writing, by the department.**

An onboard observer shall immediately notify the department of the observer's departure from the assigned vessel. After departure, an observer shall return directly to the Dutch Harbor Office. If an onboard observer's vessel returns to the port of briefing for any reason, the observer shall contact the department. The department may schedule a mid-trip debriefing which will allow a preliminary data check and provide the department an opportunity to resolve sampling problems or answer observer questions. MRAG shall schedule briefings and debriefings with the department at least 48 hours in advance.

I authorize the Observer Program to release my **Deployment Assessments** from duties performed under this contract to MRAG Americas. MRAG will maintain a record of evaluations in my employee file and will release them to me at my request.

Observer Signature

Date