

MSC'S Proposed Changes to CMPI 610

CIVILIAN MARINE PERSONNEL INSTRUCTION 610

HOURS OF WORK AND PREMIUM PAY

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Section I. Scope/Authority, Reference, Policy and CMPI Interpretations

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1-1. **SCOPE/AUTHORITY.** This instruction regulates the hours of work and premium pay for civil service mariners (CIVMARs) and is based on the authority of reference (a). It applies to all CIVMARs employed by the Military Sealift Command (MSC). Section 8, Explosive Cargo and Hazard Areas, is the only section that pertains to midshipmen/cadets.

1-2. REFERENCE

- a. Title 5 United States Code (USC) Section 5348(a).
- b. DoD Financial Management Regulation (FMR) Volume 8, Chapter 5
- c. Title 5 USC Section 5949

1-3. **POLICY.** It is the policy of the Commander, Military Sealift Command (COMSC) to keep ship-operating expenses to a minimum consistent with efficient and safe operation while ensuring that CIVMARs earn just compensation for their services.

1-4. CMPI610 INTERPRETATIONS

- a. The Director, Afloat Personnel Management Center (APMC), or his/her designee, is responsible for providing interpretations of CMPI 610 provisions to CIVMARs.
- b. The APMC will maintain and retain a copy of all interpretations of this instruction.

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Section 2. Definitions

Paragraph No.

Definitions

2-1

2-1. **DEFINITIONS.** See CMPI Definitions/Glossary Appendix.

Day. Consecutive hours running from midnight to midnight including any time changes effected.

Dayworker. A CIVMAR whose duties are to perform work during the period 0800-1700 Monday through Friday inclusive. These duties may include routine rounds of the ship, including engine department spaces, for the purpose of safety and fire watch. Watchstanders, of the Deck and Engine departments, when in a port and assigned to work these hours, are considered to be performing day work but are not considered dayworkers by this definition. For steward personnel in the Supply department, the work hours will be eight (8) hours in a spread of twelve (12), 0630-1830 Monday through Friday.

Department. A subdivision of shipboard organization normally associated with those in prevailing maritime practice, or as established to meet MSC requirements.

Midshipman/Cadet. A degree or certificate-seeking student in an accredited institution of higher learning or a Job Corp Center maritime vocational training program offering United States Coast Guard approved training in preparation for a career in the U.S. Merchant Marine.

Premium Pay. Compensation over and above base pay.

Port (including foreign and non-foreign). A place, under the control of a public or constituted authority, where ships load or unload cargo and/or passengers. A foreign port is any port outside the geographic limits of the United States or its territories. A non-foreign port is one located in one of the fifty states or on Guam or Puerto Rico.

Sea Watch. Sea watches are typically of four (4) hours duration for the Deck and Engine departments and either four (4) hours or eight (8) hours for the Communications department. If four (4) hours duration, they are divided into three (3) groups or "watches" with each group working four (4) hours in each 12-hour period.

Straight Time. The eight hours of a day when a CIYMAR is compensated for work at his/her base rate of pay.

Watchstander. A CIYMAR in the Deck, Engine or Communications department assigned to work primarily for the navigation, propulsion or communications of a ship.

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3-1. HOLIDAYS

a. Unless otherwise prohibited, CIVMARs will be granted all legal public holidays for leave and pay purposes, including those set when, by Executive Order, or other means, a holiday for leave and pay purposes is granted to all Federal Government civilian personnel.

b. The following are legal public holidays:

- (1) New Year's Day, January 1
- (2) Birthday of Martin Luther King, the third Monday in January
- (3) Presidents Day, the third Monday in February
- (4) Memorial Day, the last Monday in May
- (5) Independence Day, July 4
- (6) Labor Day, the first Monday in September
- (7) Columbus Day, the second Monday in October
- (8) Veteran's Day, November 11
- (9) Thanksgiving Day, the fourth Thursday in November
- (10) Christmas Day, December 25

c. When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.

3-2. EMERGENCIES. DRILLS. INSPECTIONS AND MEETINGS

a. Emergencies. Work performed, necessary for the safety of the ship, passengers, crew or cargo, or for the saving of other ships in jeopardy and the lives therein, shall be performed, at any time, at the base rate of pay. Premium pay is not authorized.

b. Drills. Fire, lifeboat and other drills shall be performed between 0800 and 1700 Monday through Friday without the payment of overtime. Drills shall not be held on weekends

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or holidays except on days of departure or as required by COMSC or other legal authority. In port, when watches have been broken, personnel coming off watch will not be required to turn to for the drills unless they have been afforded a period of six (6) hours off duty prior to commencement of the drill. This requirement will not however preclude attendance at drills required by law or competent authority. If drills are held Monday through Friday outside of the hours noted above or on weekends or holidays, other than as required by COMSC or other legal authority, off watch personnel shall be paid the applicable overtime rate.

c. Inspection and Meetings. Off duty personnel required to attend inspections or meetings will be compensated at the applicable overtime rate.

3-3. RESTRICTION TO SHIP. Except as provided for in Section 5-5a and b, CIVMARs will normally be granted liberty in port for all periods outside their standard hours of work.

Exceptions exist when work remains to be done; in these circumstances, CIVMARs required to work will be compensated at the applicable premium rate of pay. If liberty is restricted, except under the circumstances as provided for in CMPI 630, overtime at the applicable rate is payable to a restricted personnel, less eight (8) hours per day for sleep/rest, for the duration of the restriction.

3-4. PORT TIME

a. Port time begins 30 minutes after a ship is anchored or securely moored.

b. Port time does not apply to:

(1) Emergency anchoring, mooring or being hove-to solely for reasons of safety such as repairs, fire, shifting of cargo, weather, or for transferring a sick or injured person ashore.

(2) The time awaiting a pilot, quarantine, pratique, transit of canals, safe weather or tide. However, this exception shall not apply where the delay is because the ship is awaiting berth and/or where the officials passing quarantine or pratique are not on duty.

(3) Time spent by a ship at other than a port solely for transferring sponsor equipment and/or personnel to or from shore.

(4) Time spent, at other than a port, when taking part in military exercises.

c. Port time ends 30 minutes prior to the time when the last mooring line is cast off or anchor is aweigh for the purpose of the ship putting directly to sea.

3-5. SEA TIME. Sea time ends at the moment port time commences and begins again the moment port time ends.

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3-6. SETTING AND BREAKING SEA WATCHES

a. Setting Sea Watches

(1) The Master is free to set sea watches earlier but not later than the times indicated.

(a) Non-Foreign Ports. Sea watches will be set at sailing time but not later than noon Oil day of departure. Engine Department personnel sea watches may be set at the beginning of the normal period of time required for warming up the engines prior to sailing.

(b) Foreign Ports. Sea watches will be set at 0001 on the day of sailing the day of sailing.

(2) CIVMARs not required on watch are not entitled to premium pay because of the setting of sea watches unless they are required to be on board to perform non-watch duties.

b. Breaking Sea Watches

(1) Stays of Less Than 24 Hours - All Ports. If scheduled to be in port less than 24 hours, sea watches are to be maintained.

(2) Stays of 24 Hours or More - All Ports. Sea watches will be broken one hour after ship is securely anchored, moored or made fast to a pier/dock.

3-7. SHIFTING SHIP

a. After a ship arrives in a port, any subsequent move in inland waters, bays, rivers and sounds shall be considered a shift except as provided in band c below. Off duty personnel called to participate in a shift Monday through Friday and all personnel involved in a shift that occurs on a Saturday, Sunday or holiday will be compensated at his/her overtime rate of pay. For personnel already on duty on Saturdays, Sundays and holidays, pyramiding of overtime is not permitted.

b. The following movements in either direction are representative of moves not considered shifting ship:

- Norfolk to Washington DC, Baltimore or Philadelphia
- Baltimore to Philadelphia (via outside route)
- Boston to New York
- New Orleans to Baton Rouge
- Moves between Alaskan ports.

c. Any movement of a ship at a dock caused by slacking off or heaving in lines is not a shift however, if the ship is repositioned by moving the lines on the dock, it is a shift.

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d. If a shift must be interrupted due to weather, darkness or other reasons beyond the control of the Master or Officer-In-Charge (OIC), overtime for off watch CIVMARs will end. Overtime will not continue to accrue from the time of the interruption until the time the shift is resumed unless the interruption is one hour or less.

3-8. MEALS

a. Meal Hours. Meals will be served over a one-hour (I) period in port and at sea. Meal hours will be 0730-0830 for breakfast, 1130-1230 for lunch and 1700-1800 for supper. The Master or OIC may vary meal hours to accommodate ship operations however, such variations may not exceed one (I) hour either way. The following provisions pertain:

(1) CIVMARs on watch, in port or at sea, and personnel performing duties in direct support of UNREP operations during a meal hour will be allowed a minimum of 20 minutes to eat during the one-hour (I) serving period.

(2) Except for watchstanders on duty and personnel performing duties in direct support of UNREP operations, CIVMARs shall be allowed a full hour off duty for meals in port and at sea. If a full hour off cannot be given to these CIVMARs, they will be compensated with one (1) hour of overtime.

(3) For those off duty personnel who are required to relieve the watch so that the watch may eat, one hour of overtime is payable for meal relief duty; relieving personnel are not entitled to an additional hour of overtime for not being permitted one (1) full hour off duty.

b. Hot Night Lunch. Except for personnel standing routine watches (in port or at sea), a hot night lunch will be served to CIVMARs working more than four (4) hours after 1700 or before 0800 or, if a hot night lunch is not served, a subsistence allowance of six dollars (\$6.00) per person per night is payable. If the work is to continue after the night lunch, the affected CIVMARs will be allowed a minimum of 20 minutes to eat.

c. Extra Persons. No additional compensation will be payable for preparing and/or serving meals to extra persons. If the work done to support the extra persons requires working in excess of eight (8) hours per day Monday through Friday or additional time on Saturdays, Sundays and holidays, the additional work will be compensated in accordance with Section 4-1 below.

Section 4. Hours of Work

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4-1. HOURS OF WORK. All CIVMARs, regardless of position, are required to work a 40 hour week, eight hours (8) a day Monday through Friday at their base rate of pay, except as otherwise specifically provided for in this CMPI, before being eligible for overtime compensation.

4-2. ASSIGNMENT OF WORK. The Master, or OIC, will determine the specific hours of work to be assigned to CIVMARs. Such hours of work shall conform to the position and the duties required of the position. Any change or substitution of assigned hours of work requires prior approval of the Master or Ole. This authority may be delegated in writing to department heads.

a. Special Circumstance for Food Handlers (including first level Supervisors) in the Supply Department. For food handlers (including first level supervisors), the hours of work will be eight (8) hours in a spread of 12 hours, between 0630-1830 Monday through Friday.

b. Special Circumstance for Cable Ships. Notwithstanding anything to the contrary in this CMPI, non-officer deck and engine personnel in cable ships, designated as dayworkers, will be assigned at the discretion of the Master, to a consecutive eight (8) hour tour of duty at sea between midnight and midnight Monday through Friday. These hours will be considered straight time hours for pay purposes. These hours will be posted at least 24 hours in advance of the time that the tours are to be effective.

c. Special Circumstance for Surface Rescue Swimmers (SRS). When SRS qualified CIVMARs are assigned or detailed to a ship and designated in writing the collateral duty of SRS, six (6) of the 40 hours will be devoted to SRS duties and maintaining physical conditioning. The Master shall ensure that each SRS is permitted five (5) hours each week to maintain skills and physical readiness and one (1) hour per week to maintain associated surface rescue swimmer equipment. It is intended that these requirements be met during straight time hours unless operational needs dictate meeting the requirement during premium pay hours. When performing SRS duties, including these six (6) hours, compensation will include the SRS rate of pay in addition to any other compensation being earned at the time. Section 5-5f also pertains.

4-3. MASTER AND CHIEF ENGINEER ON CALL 24 HOURS. Masters and Chief Engineers will exercise continuous supervision over their subordinates. Because of the executive and supervisory responsibilities of their positions, Masters and Chief Engineers are
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required to be available for the performance of their duties 24 hours a day seven (7) days a week without the payment of overtime whether sea time or port time is in effect. Exceptions to this policy and provisions unique to Masters and Chief Engineers, are found in Section 5-7 of this CMPI.

4-4. RESPONSIBILITY OF MANAGEMENT PERSONNEL AFLOAT. Masters, or OICs, are responsible for actively seeking the guidance of the Director, APMC regarding questions of utilization of personnel and/or interpretations of this instruction. They will also actively seek the guidance of cognizant functional personnel ashore in the matter of proper assignment of premium pay work. They will ensure that premium pay assignments are held to the absolute minimum consistent with MSC standards of maintenance and operating efficiency. They will ensure that all CIVMARs, who believe that they are entitled to premium pay for any work assignment, are aware of their rights under the dispute process.

4-5. TRAINEES. Work hours for trainees will be at the discretion of the Master or OIC but routinely shall be eight (8) hours a day for five (5) consecutive days. Trainees are not considered additional crew or a replacement for a missing person and, for other than learning purposes, watches may not be assigned to them. When a trainee is sent to a ship, it will be on a detail and the pay will be consistent with the rate for the CIVMARs permanent position. Premium pay is not permitted.

Section 5. Premium Pay and Compensatory Time

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5-1. POLICY AND AUTHORITY TO PAY

a. Policy. Premium pay is not a right and is only to be used to compensate for work that is required but that cannot be performed during straight time hours.

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b. Responsibility. The Master, or OIC, is responsible for premium pay administration on his/her ship. He/she will ensure that all personnel assigned or detailed to his/her ship know of and understand the premium pay policy stated in Section 5-1 a.

c. Delegation. The Master, or OIC may delegate this authority in writing, to not lower than the department head level. The person or persons having the authority and responsibility for premium pay management will initiate, certify and approve the performance of premium pay work in accordance with the spirit and letter of the policy set forth in Section 1-3 of this CMPI. The Master, or OIC, may withdraw the delegated authority at any time for any reason. However, if authority is delegated, the Master, or OIC, may not disapprove payment for work that was authorized by a department head and already performed by a CIVMAR

5-2. COMPUTATION OF PREMIUM PAY. Unless otherwise provided in this CMPI, premium pay shall be computed in one-half (1/2) hour increments, with a fractional part counting as one-half (1/2) hour.

5-3. WHEN PREMIUM PAY BEGINS/ENDS. Premium pay begins when the CIVMAR is called to report for work outside of his/her regular schedule provided that the CIVMAR reports to work within 30 minutes of notification. If the CIVMAR does not report within 30 minutes of notification, premium pay begins when the CIVMAR reports. For a CIVMAR already on duty who performs work that entitles him/her to premium pay, the premium pay commences when the work begins. In all cases, premium pay ends when the work is completed or when the CIVMAR is released from duty whichever comes first.

5-4. PREMIUM PAY DISPUTES

a. Questions about Applicability. A CIVMAR's questions about the applicability of this instruction shall be submitted by the CIVMAR via his/her department head to the Master or OIC within 30 calendar days of the time in dispute. The Master or OIC shall forward within 15 calendar days of receipt, all premium pay disputes, not resolved aboard the ship, to the Director, APMC for decision. Each forwarded dispute will contain details of the CIVMAR's dispute, comments by the department head and/or Master or OIC, and any rebuttal by the CIVMAR.

b. Questions About Whether Work was Assigned or Performed. Where a dispute exists about whether the work was actually assigned and/or performed, the dispute will be resolved under the provisions of an applicable negotiated grievance procedure vice the premium pay dispute process.

5-5. SPECIAL PROVISIONS FOR POSITIONS/DEPARTMENTS. This section details those circumstances when there are special provisions for positions or departments.

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a. Unattended Engine Room Duty Engineer in Port. The duty engineer on standby duty, required to remain aboard ship, in port outside of his/her straight time hours is entitled to his/her penalty rate for standing by to work. If the duty engineer performs any actual work including that necessary to correct a condition that activated the remote engine room alarm, the overtime rate vice the penalty rate is payable. Overtime is not payable when the only work involved is the cancellation of an alarm. No pyramiding of premium pay is authorized

b. Standing Port Security and Safety Watch. Non-officer CIVMARs required to remain aboard ship in port for ship's security and safety watch, by competent shore authorities, shall be paid the penalty rate outside of their straight time hours. No premium pay is applicable when required to remain aboard by the Master or OIC, port authority, or senior military official or designee for legitimate reasons such as existence of a credible security threat; civil strife, natural disaster, etc., under the circumstances detailed in Section 3-3 of this CMPI and CMPI 630.

c. Handling/Sorting/Disposing of Trash/Garbage. Other than steward personnel in the Supply Department where this work is a routine duty, non-officers who are required to sort trash/garbage or dispose of it by moving it from the ship to a disposal area pier side shall be compensated at their penalty rate time in addition to any other compensation.

d. Cleaning Tanks and Bilges. When non-officer personnel are required to clean tanks, bilges or rose boxes, the applicable tank or bilge-cleaning rate from the Atlantic and Pacific Schedule of Wages is payable during straight time hours. During overtime hours, the higher of the overtime rate or the tank or bilge-cleaning rate is payable.

e. Confined or Dirty Work Spaces Engine Department. The penalty rate is payable during straight time hours when engine non-officers are required to enter boilers; work on pipe systems in especially confined or dirty spaces including cargo pump rooms; work on the dirty side of waste disposal units.

f. Surface Rescue Swimmers (SRS). CIVMARs performing SRS duties shall be compensated in accordance with the SRS rates found in the Atlantic and Pacific Schedule of wages for unlicensed personnel. This compensation is in addition to any other compensation being earned. It is payable during the hours that flight quarters are in effect and the CIVMAR has been called out to perform the SRS duties. Once called out, payment will be made for all such hours whether in a ready status or actually involved in a rescue incident. Additionally, compensation is applicable under the provisions of Section 4-2c.

g. Handling of Explosives. When non-officer personnel in all departments are required to move explosives from pier to ship or ship to pier, the explosive handling rate in the applicable Atlantic and Pacific Schedule of Wages is payable in lieu of any other premium compensation.

h. Serving Meals Outside the Messroom. If, during straight time hours, steward personnel are required to serve a meal outside the messroom, the penalty rate is payable. This provision does not apply if, for the safety of the ship, the Master and/or Pilot are served on the bridge. This provision also does not apply to serving the First Officer on the bridge during underway replenishment nor does it apply to serving anyone confined because of illness if served during straight time hours. For the purposes of this provision, the Master's stateroom or office is not classified as the bridge.

5-6. COMPENSATORY TIME

a. Requesting. Any CIVMAR may request a waiver of overtime pay during a specified period, and in lieu thereof, accrue hour for hour compensatory time. This request shall be submitted to the Purser or ship's timekeeper and may request that all or part of overtime pay hours be credited as compensatory time. Requests must be for a minimum of one (1) pay period and be submitted in advance of the beginning of the specified time period. Approved requests will be forwarded to the Director, Afloat Personnel Management Center (APMC).

b. Using Compensatory Time

(1) Compensatory time may be accumulated, and be taken when not in conflict with operating necessities of MSC. To avoid accumulating a large amount of compensatory time, CIVMARs should take compensatory time-off as soon after earning it as possible.

(2) Unless a CIVMAR is in a use-or-lose annual leave situation, compensatory time must be used prior to annual leave.

c. Limits on Compensatory Time. In accordance with reference (b), compensatory time off must be used by the end of the 26th pay period after the one in which it was earned. Compensatory time not used during the established time period shall be paid at the overtime rate at which it was earned.

5-7. MASTERS AND CHIEF ENGINEERS. Section 4-3 of this CMPI provides guidance on the hours of work for Masters and Chief Engineers. Except as provided below, work in port that is in excess of eight (8) hours a day and the one (1) hour of daily overtime Monday through Friday will be compensated as compensatory time. For Saturdays, Sundays and holidays, all work less the one (1) hour of daily overtime, will be compensated as compensatory time.

a. Masters and Chief Engineers. Masters and Chief Engineers shall receive one hour of overtime pay at the prescribed rate in the schedule of wages for each day they are assigned or detailed to a ship including new construction ships or to an existing ship pending transfer to MSC. This is applicable whether the ship is at sea or in port. This hour is not payable in any other circumstance such as leave, training, in a duty status awaiting assignment or when awaiting disciplinary action.

b. Masters. Masters are entitled to overtime on an hour-for-hour basis (less the one (1) hour described above) when:

(1) Assigned to a ship as a regular watch stander, the Master will be entitled to overtime for any watch stood on a Saturday, Sunday or holiday.

(2) Piloting the ship. When the Master is required to perform pilotage services in other than an emergency, compensation will be at the overtime rate.

c. Masters Financial Responsibility. Masters, on ships without Pursers, and where this work cannot be assigned to another deck officer, shall be compensated on a hour-for-hour basis at the Master's Financial Responsibility Rate (as found in the Atlantic and Pacific Schedule of Wages for Licensed Deck Officers) for all clerical work necessary to complete the Master's financial responsibility duties.

d. Chief Engineers. Chief Engineers are entitled to overtime on an hour-for-hour basis (less the one (1) hour described above), when assigned to a ship as a regular watchstander, for any watch stood on a Saturday, Sunday or holiday.

5-8. SHORTAGE OF PERSONNEL

a. Replacing a CIVMAR in a Lower Rating. If a CIVMAR is required to stand a sea watch to replace a missing mariner in a lower rating, he/she shall be detailed to the lower rated position but will maintain the base and premium pay rates of his/her assigned rating.

b. Replacing a CIVMAR in a Higher Rating. If a CIVMAR is required to stand a sea watch to replace a missing mariner in a higher rating, he/she shall be temporarily promoted to the higher position and be paid at the base pay and premium pay rates for the higher rating.

5-9. DELAYS IN SAILING. If a ship's sailing is delayed due to the loading or discharging of cargo, stores or bunkers, the new time of sailing shall be posted on the sailing board promptly. If the new sailing time is not posted within two (2) hours of the original posted sailing time, off duty personnel shall be paid their penalty rate of pay from the time they were required to report on board to the time the new sailing time is posted. This provision is not applicable to personnel already on duty nor does it apply if sailing is delayed due to the weather, such as rain or fog or any other condition beyond the ship's Master's or OIC's control.

Section 6. Personnel Assigned or Detailed to Ships in Reduced Operational Status (ROS)

	Paragraph No.
General Provisions.....	6-1
Hours of Work.....	6-2
Premium Pay.....	6-3

6-1. GENERAL PROVISIONS. This section applies to personnel assigned or detailed to Reduced Operational Status (ROS) ships.

6-2. HOURS OF WORK. The administrative workweek for officers and non-officers shall be five (5) consecutive days of eight (8) hours each, Sunday through Saturday. The workweek may be staggered to begin on any day of the week, and the eight (8) hour workday may be any time between 0001 and 2400, at the discretion of the Master or Ole.

6-3. PREMIUM PAY. Overtime shall be paid for all work in excess of eight (8) hours per day, 40 hours per week or for work performed on holidays. Overtime is not payable for work on Saturdays and Sundays if those days fall within the regular 40-hour workweek. Time spent in a regular duty status, Monday through Friday, and not assigned or detailed to an ROS ship, will be considered in computing the basic 40-hour workweek.

Section 7. Personnel Not Assigned or Detailed To A Ship

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<u>Hours of Work</u>	7-2
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7-1. GENERAL PROVISIONS. This section applies to personnel ashore in a duty status not assigned or detailed to a ship.

7-2. HOURS OF WORK. Inport hours of work provisions for dayworkers applicable to each department aboard ship shall be applied for personnel in a duty status.

7-3. PREMIUM PAY. Premium pay is not authorized for CIVMARS not assigned or detailed to a ship.

Section 8. Explosive Cargo and Hazard Areas

	Paragraph No.
Explosive Cargo.....	8-1
Hazard Areas.....	8-2

8-1. EXPLOSIVE CARGO. On ships carrying 50 short tons or more of explosives cargo as permitted by law, CIVMARS and midshipmen/cadets assigned or detailed to the ships are entitled to an additional ten percent (10%) of their basic pay rate. The term explosive as used in this CMPI means Class A explosives.

8-2. HAZARD AREAS

a. General Provisions

(1) Procedure For Payment. The Master, or succeeding officer if the Master is incapacitated, is responsible for maintaining a record in the ship's log of all applicable hazard pay to which crewmembers including midshipmen/cadets (both assigned and detailed) are entitled. In addition, for each payroll when bonuses are payable, the Master, or succeeding officer, will execute, in writing, documentation identifying eligible CIVMARS by name.

(2) Sick Leave. Compensation for sick leave taken aboard ship, or confined ashore in the hazard area, will include any hazard pay to which the CIVMAR would have been entitled if he/she had remained in a work status.

b. War Zone

(1) Applicability. A war zone payment of one hundred percent (100%) of the applicable daily base salary is payable to each crew member including midshipmen/cadets while employed (assigned or detailed) on a ship, when in an area announced as a war zone by COMSC in accordance with direction from higher authority.

(2) Computation. A war zone payment is to be computed on a daily basis with any portion of a day in the area considered a full day for payment purposes. Payment is computed on base salary only, it is not computed on premium pay or any other compensation.

(3) Termination. The war zone payment will be terminated on the day following the date the area is no longer considered a war zone or, on the day following the date when a ship or a CIVMAR departs the designated area.

c. Imminent Danger Pay (IDP).

(1) Entitlement. CIVMARs and midshipmen/cadets are entitled to IDP for any month during any part of which they are on official duty in an area designated by the Secretary of Defense (or designee) as unsafe by virtue of hostilities or demonstrated threat.

(2) Computation. IDP is a flat sum payable per month in accordance with reference (c) when an MSC CIVMAR crewed ship enters a designated imminent danger zone or when a CIVMAR or midshipman/cadet enters the zone en route to or from the ship.

(3) Termination of IDP. IDP will terminate the day following the date the area designated as unsafe is no longer considered to be dangerous by the Secretary of Defense (or designee) or the day following the date that the ship or CIVMAR or midshipman/cadet departs the designated area.

d. When Hazard Pay is not payable

(1) While Ashore On Annual or Shore Leave or Absent From Duty Without Authorization. Bonuses are not payable to a CIVMAR or midshipman/cadet on annual or shore leave or when absent from duty without authorization for a full day (midnight to midnight).

(2) Separated Marine Employees. Bonuses are not payable once a CIVMAR's employment has been terminated for any reason and the mariner has separated from the ship.

Section 9. Damage Control Personnel and Relief Officers/Engineers

	Paragraph No.
Damage Control Personnel.....	9-1
Relief Officers/Engineers	9-2

9-1. DAMAGE CONTROL PERSONNEL

a. Hours of Work. The administrative workweek shall be five (5) consecutive days of eight (8) hours each, Sunday through Saturday. The workweek may be staggered to begin on any day of the week, and the eight-hour (8) workday may be any time between 0001 and 2400, at the discretion of the Director, APMC or his/her designee.

b. Premium Pay. Overtime shall be paid for all work in excess of eight (8) hours per day, 40 hours per week or for work performed on holidays. Overtime is not payable for work on Saturdays and Sundays if those days fall within the regular 40-hour workweek.

c. Explosive and Hazard Pay Provisions. If Damage Control personnel are aboard a CIVMAR crewed ship where the crew is entitled to the explosive and/or hazard pay provisions of this CMPI, the Damage Control personnel are also entitled to that compensation.

9-2. RELIEF OFFICERS/ENGINEERS

a. General. This section applies only to Relief Officers/Engineers hired on a when actually-employed basis. Other provisions of this CMPI, except as specifically authorized below, are not applicable. Use of Relief Officers/Engineers will be restricted to ports within the continental limits of the United States and ports in Alaska and Hawaii unless otherwise authorized by the Director, APMC.

b. Hours of Work. Relief Officers/Engineers will be assigned work between the hours of 1600 and 0800 Monday through Friday On Saturdays, Sundays and holidays, work will be assigned between 0000 and 2400. Relief Officers/Engineers shall not be employed for less than a seven (7) hour tour of duty except as provided in (3) and (4) below. Exceptions for work outside the hours stated herein must have prior approval of the Director, APMC except in emergencies or as listed below:

(1) Aboard ships in a laid-up status and no regular crewmembers assigned.

(2) Relief Officers/Engineers required to attend authorized training ashore.

(3) Attendance required at official MSC hearings, when a two-hour minimum compensation shall apply.

(4) A Relief Engineer may be dismissed at the time of setting sea watches even though he/she works less than a seven-hour tour of duty.

c. Fixed Rate of Pay. Relief Officers/Engineers will be paid the fixed hourly rate, as provided in the Atlantic and Pacific Schedule of Wages for either Licensed Deck Officers or for Licensed Engineers, as appropriate.

d. Prohibited Duties. Relief Officers and Engineers will not perform duties normally assigned to non-officer personnel. If non-officer duties must be performed to keep the plant in operation or for the safety of the ship, the penalty rate is payable on an hour-for-hour basis.

UIC	Ship	FPO Address
21866	USNS ABLE	FPO AE 09564-4088
21591	USNS ALGOL	FPO AA 34090-4081
21592	USNS ALTAIR	FPO AE 09564-4024
23609	MV AMERICAN TERN	FPO AE 09564-7233
21632	MV PFC JAMES ANDERSON JR	FPO AP 96660-7258
21593	USNS ANTARES	FPO AA 34090-4080
21091	USNS APACHE	FPO AE 09564-4003
21907	USNS ARCTIC	FPO AE 09564-4006
21305	USNS ASSERTIVE	FPO AP 96660-4011
21511	MV PFCWILLIAM B BAUGH	FPO AP 96661-7250
21504	USNS BELLATRIX	FPO AA 34090-4078
22252	USNS BENAVIDEZ	FPO AE 09565-4016
23077	MV CAPT STEVEN L BENNETT	FPO AE 09565-7204
21621	USNS BIG HORN	FPO AE 09565-4072
21629	MV 2 nd LT JOHN P BOBO	FPO AE 09565-7254
21585	MV 1 st LT ALEX BONNYMAN	FPO AP 96661-7262
22154	USNS BOWDITCH	FPO AE 09565-4000
	USNS BRIDGE	FPO AP 96661-3040
22251	USNS BRITTIN	FPO AE 09565-4097
46374	USNS PAUL BUCK	FPO AE 09565-4021
21663	MV SGT WILLIAM R BUTTON	FPO AP 96661-7262
21578	USNS CAPABLE	FPO AP 96662-4094
21800	MV CAPE DIAMOND	FPO AP 96662-4112
47662	SS CAPE GIBSON	FPO AP 96662-4156
47047	MV CAPE HORN	FPO AP 96662-4105
47235	MV CAPE HUDSON	FPO AP 96662-4115
21734	MV CAPE JACOB	FPO AP 96662-7218
21730	SS CAPE JOHN	FPO AE 09566-4189
40881	SS CAPE JOHNSON	FPO AE 09566-4158
21505	USNS CAPELLA	FPO AA 34090-4079
40902	MV CAPE RISE	FPO AP 96662-4173
44167	MV CAPE TAYLOR	FPO AP 96662-4198
23424	MV SSG EDWARD A CARTER JR	FPO AP 96662-7237
21015	USNS CATAWBA	FPO AP 96662-4007
23379	MV C COMMANDO	FPO AP 96605-7243
22260	USNS CHARLTON	FPO A P 96662-4087
22148	SS CHESAPEAKE	FPO AP 96662-4140
22059	MV CORY CHOUEST	FPO AP 96662-7304
40878	MV DOLORES CHOUEST	FPO AE 09505-7228
23074	MV KELLIE CHOUEST	FPO AP 96605-7229
46375	USNS SAMUEL L COBB	FPO AE 09566-4044
21637	USNS COMFORT	FPO AE 09566-4008
22193	USNS CONCORD	FPO AP 96662-4089
22258	USNS DAHL	FPO AP 96663-4057
46373	MV GUS W DARNELL	FPO AE 09567-7261
21503	USNS DENEbola	FPO AE 09567-4019
21579	USNS WALTER S DIEHL	FPO AP 96663-4020
21867	USNS EFFECTIVE	FPO AP 96664-4031
21524	USNS JOHN ERICSSON	FPO AP 96664-4071
22247	USNS FISHER	FPO AE 09569-4059
23276	MV BERNARD F FISHER	FPO AP 96665-7220
20113	USNS FLINT	FPO AP 96665-4022
46377	USNS LAWRENCE H GIANELLA	FPO AE 09570-4039
23278	MV SP5 ERIC GIBSON	FPO AP 96666-7240
22244	USNS GILLILAND	FPO AE 09570-4050
21809	SS GOPHER STATE	FPO AP 96666-4134
22242	USNS GORDON	FPO AE 09570-4028
47595	MV GREEN RIDGE	FPO AP 96666-7264
21525	USNS LEROY GRUMMAN	FPO AE 09570-4095
21856	USNS GUADALUPE	FPO AP 96666-4030
21628	MV CPL LOUIS J HAUGE	FPO AP 96667-7247

21812	USNS HAYES	FPO AE 09573-4017
23131	USNS BRUCE C HEEZEN	FPO AE 09573-4084
22266	USNS HENSON	FPO AE 09573-4054
22246	USNS BOB HOPE	FPO AE 09573-4042
21906	USNS IMPECCABLE	FPO AE 09574-4073
21306	USNS INVINCIBLE	FPO AP 96668-4041
21307	USNS HENRY J KAISER	FPO AP 96670-4086
21581	USNS KANAWHA	FPO AE 09576-4075
05838	USNS KILAUEA	FPO AP 96670-4023
20245	USNS KISKA	FPO AP 96670-4029
21547	SS SGT MATEJ KOCAK	FPO AE 09576-7248
21870	USNS LARAMIE	FPO AE 09577-4004
21377	USNS JOHN LENTHALL	FPO AE 09577-4091
21512	MV 1st LT BALDOMERO LOPEZ	FPO AP 96671-7224
21868	USNS LOYAL	FPO AE 09577-4018
21633	MV 1st LT JACK LUMMUS	FPO AP 96671-7232
23005	USNS 15 L T HARRY L MARTIN	FPO AE 09578-4061
46376	USNS RICHARD G MATTHIEN	FPO AE 09578-4048
21844	USNS JOHN MCDONNELL	FPO AE 09578-4013
22249	USNS MENDONCA	FPO AE 09578-4098
21636	USNS MERCY	FPO AP 96672-4090
22219	MV MERLIN	FPO AP 96672-7244
21051	USNS MOHAWK	FPO AE 09578-4033
23466	MV MONTAUK	FPO AP 96672-7216
20115	USNS MOUNT BAKER	FPO AE 09578-4047
	USS MOUNT WHITNEY	FPO AE 09517-3310
21016	USNS NAVAJO	FPO AP 96673-4036
22197	USNS NIAGARA FALLS	FPO AP 96673-4009
21513	SS PFC EUGENE A OBREGON	FPO AE 09581-7253
03952	USNS OBSERVATION ISLAND	FPO AP 96674-4043
23423	MV LTC JOHN U D PAGE	FPO AP 96675-7236
21904	USNS PATHFINDER	FPO AE 09582-4026
21857	USNS PATUXENT	FPO AE 09582-4012
21582	USNS PECOS	FPO AP 96675-4099
22149	SS PETERSBURG	FPO AP 96665-7219
21586	MV PVT FRANKLIN J PHILLIPS	FPO AP 96665-7259
22250	USNS PILILAAU	FPO AE 09582-4092
23518	MV A1C WILLIAM H PITSENBARGER	FPO AP 96675-7201
21631	SS MAJ STEPHEN W PLESS	FPO AE 09582-7209
21594	USNS POLLUX	FPO AA 34092-4062
22262	USNS POMEROY	FPO AP 96675-4034
21871	USNS RAPPAHANNOCK	FPO AP 96677-4027
	USNS RAINIER	FPO AP 96677-4005
22259	USNS RED CLOUD	FPO AP 96677-4082
21590	USNS REGULUS	FPO AA 34092-4010
23430	MV SAGAMORE	FPO AP 96678-7267
22196	USNS SAN JOSE	FPO AP 96678-4045
20111	USNS SANTABARBARA	FPO AE 09587-4056
21651	USNS SATURN	FPO AE 09587-4052
23167	USNS MARY SEARS	FPO AE 09587-4093
22248	USNS SEA Y	FPO AE 09587-4060
20114	USNS SHASTA	FPO AP 96678-4053
22241	USNS SHUGHART	FPO AE 09587-4015
21090	USNS SIOUX	FPO AP 96678-4063
21542	USNS SIRIUS	FPO AE 09587-4064
22257	USNS SISLER	FPO AE 09587-4055
22263	USNS SODERMAN	FPO AE 09587-4035
21546	USNS SPICA	FPO AE 09587-4066
23069	USNS GYSGT FRED W STOCKHAM	FPO AE 09587-4051
21905	USNS SUMNER	FPO AP 96678-4038
21839	USNS SUPPLY	FPO AE 09587-4037
23277	MV LTC CALVIN TITUS	FPO AP 96679-7249
21814	USNS VICTORIOUS	FPO AP 96682-4014
21903	USNS WATERS	FPO AE 09591-4025

22261
22256

USNS WATKINS
USNS WATSON

FPO AP 96683-4096
FPO AE 09591-4001

23068	USNS LCPL ROY M WHEAT	FPO AP 96683-4085
21630	MV PFC DEWAYNE TWILLIAMS	FPO AP 96683-7210
22243	USNS Y ANO	FPO AE 09594-4070
21869	USNS YUKON	FPO AP 96686-4068
21323	USNS ZEUS	FPO AE 09595-4076