

Expectations for Employees and for OAI

Definitions for commonly used terms:

- Employee: someone working for OAI who received an Offer of Employment. The customer may use the term “contractor employee” or contractor.
- Contractor: OAI
- SubContractor: someone or organization that received a Purchase Order from OAI. Subs are responsible for all insurances and receive no benefits.
- Supervisor: an OAI manager, never the customer (illegal)
- Customer: The agency, company, or other organization, which has contracted with OAI to provide services or goods.
- Program Leader: the customer representative who organizes the work of which the employee is a part. This person is NOT the supervisor.

Employment Relationship:

Your employment with OAI is at-will, which means it can be terminated by you or OAI at any time, with or without notice, for no reason or for any reason not otherwise prohibited by law. Nothing contained in the offer letter, this Expectations Document, or any other materials presented to you by OAI, is a contract of employment. Your work end date occurs when all the allotted hours on your task order have been worked, the performance period end date arrives, or at the request of the customer, you, or OAI, whichever comes first.

Administrative Information and Support

As an employee you should obtain work guidance and expectations from the NOAA, EPA, or other client program leader who is requesting your assistance. If this person is not known to you in advance or through other OAI employment materials, please contact your OAI supervisor (Dr. Everett or your local OAI Project Manager). You should obtain administrative information such as pay information, supervisory appraisals (the customer can be asked for a recommendation), withholding amounts, and health or other benefits only from OAI. Together, we need to support our customer on technical matters and handle all administrative and personnel affairs ourselves.

Compensation

Depending on work schedules, OAI employees are classified as regular full-time, regular part-time, temporary full-time, or temporary part-time. In addition, certain employees in each of these categories may be covered under the Service Contract Act (SCA). Employment classifications (including applicability of the SCA) determine if an employee is eligible for certain policy provisions. Eligibility for OAI benefits is determined under the terms of the benefit plans.

- Regular full-time employees are scheduled to work 40 hours per week and are employed to work on a contract with a minimum appointment of 500 regular work hours, or for employees working a flextime or flexible schedule, work the equivalent of a full-time schedule over a two week period. The employee’s program leader must approve the flextime schedule.
- Regular part-time employees are scheduled to work less than a full-time schedule and are employed to work on a contract with a minimum appointment of 500 regular work hours.

- Temporary full-time employees work a full-time schedule on a contract with a minimum appointment of less than 500 regular work hours.
- Temporary part-time employees work less than a full-time schedule on a contract with a minimum appointment of less than 500 regular work hours.

Employment Classification

OAI employees are classified as non-exempt under the Fair Labor Standards Act (FLSA).

Overtime Pay

You are eligible to receive overtime pay only if your contract is classified as overtime eligible by expressly including a specified number of overtime hours. Overtime eligible employees are compensated for overtime worked at 1.5 times their work hourly base rate of pay for all hours worked beyond the 40th hour in a workweek or, where required by state law, in excess of a specified number of hours in a given day (e.g., eight hours in California). If your contract does not contain an express number of overtime hours, you are not authorized to work overtime hours.

About Your Pay

Employees are paid twice monthly shortly after each payroll period. We have two payroll periods per month:

Payroll Period:

1st day of the month-15th of the month:

16th of the month-end of the month:

Pay Date:

Pay date is on 23rd

Pay date is on 8th

Please note that when a payday date falls on a Saturday, employees are paid on Friday. When a payday date falls on a Sunday, employees are paid on a Monday. When a payday date falls on a holiday Monday, employees are paid on Tuesday.

Your pay statement is available online through ADP. You are encouraged to use direct deposit to ensure prompt payment and receipt of your funds. Direct deposit offers many conveniences.

- **Security:** Direct deposit is a secure transaction. Money is deposited into your account(s) each payday. You don't have to worry about losing or misplacing your checks.
- **Convenience:** You don't need to make a trip to the bank to deposit or cash your checks. Your money is available on payday to be withdrawn, transferred, and used to pay bills.
- **Green:** Direct deposit uses less paper.
- **No waiting:** Unlike a check deposit, there isn't a waiting period before you may withdraw funds or use them in other transactions. OAI allows direct deposit beginning the first payday after your date of hire.
- **Flexibility:** You may have your pay deposited into one or two accounts.

Recording work hours

All employees must keep records of all hours worked by inputting hours into our ADP electronic timecard system each day. **OAI employees on Federal contracts must enter their time on at**

least a daily basis to comply with federal regulations. Our contracts do not allow recording time in advance or after the fact. Employees who are in the field or at sea, and can't access the ADP WFN portal, need to print out the timesheet spreadsheet to take along with you and enter your time in ink on a daily basis. Your completed spreadsheet should be faxed or scanned to Juleen Savarese (juleensavarese@oceanassoc.com or Fax: (815) 301-2691).

OAI payroll processing begins shortly after the end of each pay period. The hours inputted into your timecard must exactly match the total hours stated in your monthly report. If you notice a discrepancy, please contact Juleen Savarese and/or Peter Milone to discuss and remedy. Timecards, whether electronic or paper, are legal documents that OAI is required to keep for three years or longer, if required by state law.

Falsification of time records is a violation of policy. You are responsible for recording hours worked and time away from work accurately. Employees who falsify any time record may be subject to corrective action up to and including termination of employment. If you have any concerns about your timecards or your pay, including overtime pay or whether certain activities should be recorded as time worked, or any other issue relating to your wages or hours of work, please contact Juleen Savarese or Peter Milone. You will be promptly reimbursed for any errors that result in a reduction of your pay. Conversely, you are required to reimburse OAI, to the extent permitted by law, for any overpayments you may receive. Retaliation against any employee for raising a concern is strictly prohibited.

Holiday Pay

Eligibility to receive holiday pay is outlined in the employee's offer letter and may vary depending on whether the employee's job is covered under the Service Contract Act. In general, employees who are eligible to receive holiday pay must input a minimum of 20 combined work, vacation and sick hours per week and must either work or use accrued leave the work day before and after the holiday to receive pro-rata holiday pay. Pay will be awarded pro-rata based on the average number of combined work, vacation and sick hours input per work day. Note that if an employee receives holiday pay in error, OAI reserves the right to deduct that pay from a future paycheck.

Vacation and Sick Leave Accrual

Eligibility to accrue vacation and sick leave is outlined in the employee's offer letter and may vary depending on the employee's work location and whether the employee's job is covered under the Service Contract Act. In general, accrual requires that employees must have a minimum appointment of 500 regular work hours and input a minimum of 20 combined work, vacation and sick hours per week. Vacation and sick leave hours are awarded pro-rata per the following schedule, unless otherwise required by law:

Employee inputs an average of:

- 40 hours per week: earns full accruals
- 32-39 hours per week: earns 80% of full accruals
- 30-31 hours per week: earns 75% of full accruals
- 20-29 hours per week: earns 50% of full accruals

Employees eligible to accrue leave may modestly borrow against future accruals. However, employees should not borrow more hours than they will accrue during the course of their contracts and should not have more than a combined negative total of 40 hours of vacation and sick leave. Note that if an employee receives vacation and/or sick leave pay in error, OAI reserves the right to deduct that pay from a future paycheck.

Leave Without Pay

Employees working more than 20 hours per week, with rare exception, must use vacation and sick leave balances before using “leave without pay.” We have significant payroll costs of several dollars per hour that continue even if you don’t receive payment. If you then receive vacation pay later, we pay double for these costs and have no way to recover them. Exception requests should be made to Juleen Savarese.

OAI Insurance

OAI offers the following types of insurance to eligible employees: medical/RX, dental, vision, life and long-term disability. Eligibility to enroll in all OAI insurance for employees requires a minimum appointment of 500 regular hours and requires employees to input a minimum of 30 (20 in Hawaii) combined vacation, sick, holiday and work hours per week. Eligibility may vary if your contract is covered under the Service Contract Act.

OAI pays the full premium for life and long-term disability policies of eligible employees. Eligible employees may elect to enroll in all three health insurance policies (medical/RX, dental and vision) or any combination, within 20 days of their date of hire, during open enrollment and/or if a qualifying event occurs. Additional family members can be covered at the employee’s expense (discounted and pre-tax). Once an employee decides to enroll or waive healthcare coverage, changes to the employee’s election can be made only during open enrollment that occurs in November of each year unless a “qualifying event” occurs. (You may ask Juleen for a list of those events.) Employee contributions are set each year with an effective date of 12/1.

Authorized Travel

As with overtime (above) unless the employment offer letter specifically authorizes a specified amount of travel funds, travel is not allowed. In any case, the customer and OAI must approve each in advance in order to ensure payment or reimbursement.

Monthly Report

The monthly report is due on the last day of the month. It is best to submit it when you report your hours for the last pay period of the month. OAI competes for almost all its work against firms that include many with poor health plans, no FSA, and no 401Ks, etc. Several allow no leave or other benefits for a year. We operate on a thin margin or we wouldn't get the work, including your contract, so we need to be careful. A significant expense is the bank interest that enables us to pay you 2-3 months in advance of our reimbursement by the government or other client. When your report comes in much after the end of the month, it delays our billing and requires an extra month of bank float to cover salaries. It is not good form for us to submit partial invoices and it is a burden on the customer.

Please approach your report as if you are selling a product or service and need to show that the work you did is worth being paid. In actuality, that is exactly what is happening. OAI cannot be paid without it. At some point, it is likely that an unaffiliated auditor from NOAA, EPA (or other client), Office of Inspector General, GAO or a customer program evaluation official will review your report versus the money expended for the work. Please seek to impress this person who will know nothing of your program, but may recommend changes to agency funding, perhaps now or years in the future. Please send a CC copy to your customer program leader. This report is a contractual requirement and the copy submitted by OAI must be approved by program staff before OAI can be paid.

Employees are responsible for the accurate recording of hours and documenting of accomplishments. There should be no surprises when customer program people get our invoice for approval.

IT Security

Every government contract has strict Information Technology provisions, requiring employees using government email or computers to take a course and act according to the provisions taught in that course. This is one of the very first items of business when starting work. Please obtain and maintain your certifications as instructed by program staff. If you have a problem, please let me know.

Personal Views vs. Data and Analytical Accuracy

It important that we do not let personal agendas or views influences our data, analyses, and recommendations. Most of us believe we have individual and group responsibilities in promoting wise stewardship of the Earth and its resources. This has led us, at least in part, to our careers. Sometimes this can inadvertently cloud what we see, leading us to report and to find solutions that support our “belief”. Years from now, data we acquire or reports we generate may be used as a foundation for regulatory or enforcement actions or policy decisions. We need to be sure we look broadly for benefits as well as negative impacts of a change, for expected species and unexpected, and for expected causes of a problem and for alternative explanations. We must report accurately what we see and acknowledge when we are unsure. There is zero tolerance for fabrication of false reports and “guessing” without disclosure. In addition to the personal problems it brings to all of us, there can be severe impacts on species we help steward or people who earn a livelihood from natural resources.

Contractor vs. Federal Employee Status

All contractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public or Congress that they are Government officials, unless, in the judgment of the agency, no harm can come from failing to identify themselves. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed (Federal Acquisition Regulations. 37.114 (c)). These regulations are quite clear and reasonable and OAI policy is that they should be followed even if you work at a site for a non-federal customer.

Contractor's Correspondence Signature Block

For the signature block on a customer email address (e.g., NOAA.gov; USGS.gov; EPA.gov; FAO.org; NMSF.org), please use the following, at least during initial contact or where a message may be forwarded to people who do not know you or your role. Even if you use a personal or sub-contractor e-mail address, it is recommended this information be included if there is a possibility for confusion. The company name (Ocean Associates, Inc.) and the word "Contractor" are required (per instructions in several agencies),

Name, Title (from SOW, Offer, Purchase Order, or normal usage)
Contractor with Ocean Associates, Inc.
XXX Division (use customer unit you support)
(Address can be inserted here if you wish)
Phone Number: NNNN (work)
FAX: (if you wish)
Email: XX@YYY.zzz (customer email)

Emergency Contacts

Everyone should be reachable in the event of an emergency. Please be sure we have your primary and alternate email and phones/cell numbers. The customer program managers and we work 24/7 using iPhones, Blackberries and laptops even when traveling. There is constant activity. Upon occasion we may need to get in contact with employees outside normal hours, perhaps to address questions about the contract that supports you, or your analysis results that are being discussed at a weekend Council or Commission meeting, or because a state law requires all employees to be consulted. If you are on vacation or official travel, please check your email at least every few days and provide us and your program leader with emergency contact information. We will respect your privacy and you will likely never be called during off-duty or vacation hours. We have called once in the last 5 years.

For our part, when we leave the office, all phone calls, faxes, and email still come directly, 24/7/365. If you don't receive a response in a few hours, try a different means. We will try to acknowledge receipt of your miscellaneous travel vouchers and other expenses and reports within a day. Our norm is to use email. If this isn't your approach, please pick up the phone or use regular mail.

Payments

Prompt and accurate payment is the norm, whether by ADP for payroll or Bank of America for expenses. The Bank issues checks in 4 and EFT in 3 business days from the time of our instruction. We try to pay (instruct the Bank) all expenses within a couple days of receipt, but always within 10 (the NOAA standard). If a payment does not arrive when you think it should, let us know. We do make mistakes, as does the Bank. Rarely there is a broken link between the page we see and its server and the payment-scheduling server.

Equal Opportunity, Affirmative Action and Non-Harassment Policy

OAI offers a work environment in which diversity and inclusion are embraced, people are hired and advanced on their merits, and employees treat each other with mutual respect and dignity.

We strive to be a company in which the best people want to work, where opportunities to develop are widely available, and where innovation and an entrepreneurial spirit are valued. OAI is an equal opportunity and affirmative action employer that does not discriminate on the basis of race, religion, color, national origin, sex, veteran's status, age, disability, sexual orientation, gender identity, genetic information, creed, citizenship status, marital status, or any other characteristic protected by federal, state or local laws. OAI's policy applies to all terms and conditions of employment. To achieve our goal of equal opportunity, OAI maintains an affirmative action plan through which it makes good faith efforts to recruit, hire and advance in employment qualified minorities, females, disabled individuals and covered veterans. OAI is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive or disruptive, including sexual harassment. Harassment of any employee based on any of the above characteristics is prohibited whether at work and at work-related events or outside of work. OAI also prohibits the following: comments, jokes, or other degrading or offensive language or behavior (such as racial slurs or epithets); and objects, books, magazines, photographs, cartoons, pictures, calendars, posters, electronic mail, or other materials that may be offensive to individuals in a particular group.

Several options are available to raise a complaint of unlawful discrimination or harassment (including sexual harassment). You are encouraged to report any incident to OAI's Director of Human Resources, Juleen Savarese, (juleensavarese@oceanassoc.com). You may also report any incident to the President of OAI, John Everett (johneverett@oceanassoc.com) or to the Director of Operations, Peter Milone (petermilone@oceanassoc.com).

Note that you are not required to report your complaint to anyone who is the subject of the complaint. If your complaint concerns one of the above named individuals, you should raise your complaint through another above named individual. OAI will promptly investigate and resolve any complaint of unlawful discrimination or harassment. All harassment complaints will be kept confidential to the extent possible, consistent with the conduct of a full and fair investigation. Investigations are handled with sensitivity; all employees are expected to cooperate fully in such investigations. Upon completion of the investigation, all necessary corrective measures will be taken including, but not limited to, training, counseling, warning, suspension, or immediate dismissal.

Personal Responsibilities

OAI's core employment policies form a Code of Personal Responsibilities, which prohibits the following:

- Theft and any unauthorized or inappropriate removal or possession of OAI and/or customer property;
- Conduct that's unlawful or unethical;
- Disrespectful or disruptive conduct;
- Falsification of time records or other records (e.g., expense reports) including resumes and employment applications submitted to OAI;
- Acts or threats of workplace violence;
- Inappropriate use or handling of confidential information;
- Unsatisfactory performance;
- Negligence or other improper conduct leading to the damage of OAI and/or customer property;

- Excessive or unauthorized absenteeism, tardiness, or leaving early;
- Unauthorized possession of weapons (even if you have a state license) on OAI and/or customer premises, while on OAI business, or while at an OAI and/or customer-sponsored event;

Employees who don't comply with the Code of Personal Responsibilities may be subject to corrective action up to and including termination of employment.

Waste/Fraud

In keeping with the policies of our customers, if you see something in the workplace you think is inappropriate and is causing waste, fraud, abuse, or violations of law, discuss it with Juleen (juleensavarese@oceanassoc.com).

Communications

Communications should be electronic where possible (phone, email, fax). When hard copies are needed, please send by regular mail. It is more reliable and often faster than deliveries requiring signatures, which may well be returned to senders. We will acknowledge email and voicemail communications within a few hours, even if not answered. Sometimes sleep, a meeting, or a long flight will interfere with this. An answer will come as soon as possible. It is fine to check.

Please use regular first class mail.

All personnel will be treated fairly, evenly and courteously by OAI and by their peers.

We all will respect that we are guests in NOAA, USGS, or EPA or other client facilities and will act with deference towards our customer's property and employees, mindful that we wish to be invited back.

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On the web at <http://www.OceanAssoc.com>