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TRUST TERRITORY OF THE PACIFIC ISLANDS

HEADQUARTERS, SAIPAN, MARIANA ISLANDS

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Page 527 to 574



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PROCLAMATION

ADOPTED REGULATIONS

PROPOSED ADDENDUM TO PORT REGULATIONS
GOVERNMENT OF THE NORTHERN MARIANAS

territorial

register

CONTENTS

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-	 	TION
\mathbf{n}	 	TION

							*								_	
HANDICAPPED	CITIZENS	DAY	_												. 5	27

Adopted Regulations

TITLE 19, ADMIRALTY AND MARITIME CHAPTER 7, SEAMEN'S PROTECTION	. 528
TITLE 63, PUBLIC HEALTH, SAFETY AND WELFARE CHAPTER 13, AIR, LAND AND WATER POLLUTION, SUBCHAPTER IV, PESTICIDES	. 557
TITLE 63, PUBLIC HEALTH, SAFETY AND WELFARE CHAPTER 13, AIR, LAND AND WATER POLLUTION, SUBCHAPTER V, TOILET FACILITIES AND SEWAGE DISPOSAL	. 569

Proposed Addendum to Port Regulations Government of the Northern Marianas



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PROCLAMATION

TRUST TERRITORY OF THE PACIFIC ISLANDS
Office of the High Commissioner
Saipan, Mariana Islands

HANDICAPPED CITIZENS

PROCLAMATION

WHEREAS, Trust Territory is holding its first conference on Handicapped Individuals on December 14th and 15th, 1976;

WHEREAS, services for the disabled citizens is a very young endeavor in the Trust Territory;

WHEREAS, the handicapped individuals, as citizens of the Trust Territory, have equal rights;

WHEREAS, it is a community responsibility to provide equal opportunity for the disabled citizens;

NOW, THEREFORE, I, Acting High Commissioner of the Trust Territory of the Pacific Islands, realizing and endorsing this new awakening and its effort to provide equal opportunity for the citizens with physical and mental handicaps to enable them to live with dignity and with full participation in community life to the greatest degree possible, do hereby proclaim Tuesday, December 14, 1976 as HANDICAPPED CITIZENS DAY in Micronesia.

	IN WITNESS	WHEREOF, I h	have hereunto	set my	hand	and	${\tt affixed}$	my	official
seal	this	10 Cl.	d	ay of D	ecembe	er, I	1976.		

Acting High Commissioner of the Trust Territory of the Pacific Islands

ADOPTED REGULATIONS

TITLE 19

ADMIRALTY AND MARITIME CHAPTER 7

PART 1. GENERAL PROVISIONS

SEAMAN'S PROTECTION

- 1.1. <u>Authority</u>. These regulations are promulgated by the Director of Transportation and Communications pursuant to the provisions of Section 232, Chapter 7 of Title 19 of the Trust Territory Code and establishes a Maritime Service System for all maritime personnel who are employed by the Executive Branch of the Trust Territory Government and not otherwise covered under Title 61, Chapter 1, Public Service System Act.
- 1.2. <u>Coverage</u>. These regulations apply to all maritime employees in the Executive Branch of the Trust Territory Government on motor vessels over 100 Gross Registered Tons regularly engaged in foreign or domestic trade, together with support personnel directly connected with the maintenance and operation of the vessels, so long as those employees are subject to the Seaman's Protection Act, Title 19, Trust Territory Code.
- 1.3. Application. All matters concerning the classification and compensation of positions and the employment, conduct, assignment, training, performance and separation of employees from the Maritime Service System shall be governed by applicable regulations and shall be applied equitably to all.
- 1.4. <u>Limitations</u>. Preference in employment and training will be given to Trust Territory citizens. United States citizens and third-country nationals may be employed only when qualified Trust Territory citizens are not available.
- 1.5. <u>Definitions</u>. For purposes of these regulations, unless the context otherwise requires, the following definitions shall be applicable:
 - a. "Master" means any person having command of a Trust Territory vessel over 100 Gross Registered Tons regularly engaged in foreign or domestic trade.
 - b. "Trust Territory vessel" means any vessel engaged in foreign or domestic trade and registered with and operated by the Trust Territory Government, either directly or through a charterer.
 - c. "Foreign Trade" means trade between foreign countries or between the Trust Territory and foreign countries.
 - d. "Director" means the Director of Transportation and Communications authorized by law to make rules and regulations relating to conditions and terms of employment, wages, benefits and other necessary matters concerning the rights of Maritime Service System personnel.
 - e. "Maritime Service System" means these regulations and all applicable laws relating to Seaman's Protection Act.

PART 2. ADMINISTRATION AND DELEGATION OF AUTHORITY

- 2.1. The Director of Transportation and Communications. The provisions of Title 19 TTC and these regulations shall govern the administration of the Maritime Service System. Subject to these regulations and applicable laws, the Director of Transportation and Communications delegates to the Chief of Transportation the authority to:
 - a. Direct and supervise all of the administrative and technical activities of the Transportation Division.
 - b. Administer the system of maritime transportation personnel administration for the Executive Branch of the Trust Territory Government.
 - c. Act for the Director in the exercise of his appointment authority, to include the determination of qualifications required for all maritime positions, whether employees or potential employees meet minimum qualifications required, and the appropriate compensation for all maritime positions in the Executive Branch of the Government.
 - d. Provide advice to the Director, Transportation and Communications, on all matters concerning maritime personnel management and administration and employee training and development.
 - e. Formulate and recommend to the Director, Transporation and Communications, policies and regulations to carry out the provisions of Title 19, TTC.
 - f. Develop and maintain an adequate maritime pay plan.
 - g. Administer examination programs for the purpose of determining competency and qualifications for issuance of merchant marine licenses and certificates of competency.
 - h. Provide advice and assistance to the Headquarters Transportation Division branches and district transportation offices on matters concerned with the administration of employee discipline, as well as in the processing of grievances and appeals.
 - i. Develop training programs for improvement of employee skills.
 - j. Establish and maintain records of personnel employed in the Maritime Service System.

PART 3. RECRUITMENT AND APPOINTMENT

- 3.1. Medical and Physical Examinations. Medical and physical examinations are required by all maritime personnel prior to entry on duty. Such examinations shall provide a means for determining that the individual concerned is physically qualified for shipboard duty and that he is free from any present or potential medical conditions adverse to the performance of his duties, other employees, and membership in the Maritime Service System.
- 3.2. Administration of Medical and Physical Examinations. Medical and physical examinations shall be administered by medical personnel authorized by the Trust Territory Government to conduct such examinations for employment purposes and to make the results of such examinations available to the Chief of Transportation or to the Master of the ship to whom the applicant is applying. Trust Territory citizen applicants or employees of the Maritime Service System are provided such examinations, free of charge, at the medical facilities of the Trust Territory Health Services Department. Non-Micronesian employees of the Maritime Service System are reimbursed for costs of such examinations required at the time of recruitment.
- 3.3. <u>Police Clearance</u>. A police clearance shall be required before any applicant is accepted for employment within the Trust Territory Maritime Service System.
- 3.4. <u>Conditions of Employment of Maritime Service Personnel</u>. Although different from normal shoreside practices, the traditional and necessary employment conditions of maritime personnel include the following:
 - a. He may be hired by the Chief of Transportation, the Master of his ship or the Manager of the ship support facility without any formal prospective-employee processing and without endorsement by any other official (except in the case of certain ship's officers).
 - b. He can be discharged by the Chief of Transportation, the Master of his ship, or the Manager of the ship support facility, for cause, at any time and at any location.
 - c. His primary place of employment (ship or ship support facility) is located in a frequently changing part of the Trust Territory or other geographic areas of the world, and he is given little or no advance notification of these changes.
 - d. His employment is subject to termination at any time, with thirty (30) days advance notice.
 - e. He is subject to working irregular and extended hours without an option to decline such work.

The Chief of Transportation is the authorized representative of the Director in all employment matters regarding personnel of the Trust Territory Maritime Service System.

3.5. Employment Contract (Shipping Articles). Prior to employing any person under the Maritime Service System, the Chief of Transportation or the Master of the ship shall require that each employee sign an Employment Contract (Shipping Articles) setting down the terms and conditions of employment, mutual obligations of Employer and Employee, and wages and benefits. The Shipping Articles, reproduced in these regulations (Appendix B), shall also include a statement of salary for the employee and this salary shall conform to a separately issued salary schedule, also reproduced in these regulations (Appendix A) for all maritime personnel employed by the Trust Territory.

When in force, the Shipping Articles shall be valid one year from the effective date a person becomes an employee of the Trust Territory sea transportation system. The Shipping Articles are renewable each year upon mutual agreement by the Employer and the Employee.

On certain occasions and under special circumstances, a person may be employed for a period of less than one year. In such cases, the Shipping Articles shall clearly indicate the effective date of employment and the termination date.

PART 4. TERMINATIONS OTHER THAN FOR CAUSE

- 4.1. Resignation. An employee may resign at any time; provided, that he has notified the Chief of Transportation or the Master of the vessel in writing at least thirty (30) days in advance. If the resignation is made prior to the expiration of the seaman's Shipping Articles, the provisions of Section 8c(2) of the Shipping Articles shall apply. If the resignation is made upon completion of the Shipping Articles, the provisions of Section 8e and 8f of the Shipping Articles shall apply.
- 4.2. <u>Termination for Medical Reasons</u>. When an employee contracts an infectious or contagious disease which endangers the health of others, or becomes mentally incapacitated, or is otherwise permanently physically disabled for the satisfactory performance of the duties of the position to which assigned, the Chief of Transportation or the Master of the vessel may terminate his employment, provided medical examination procedures, as outlined in Sub-Part 3.1., have been complied with.
- 4.3. <u>Termination for Convenience of the Government</u>. If, prior to the expiration of the Shipping Articles, the Government determines that an employee's service is no longer required, the employee shall be given thirty (30) days notice of termination and his salary shall terminate at the expiration of such notice. The employee shall be returned to his point of hire at Government expense.
- 4.4. Reduction—in—Force. The Chief of Transportation may terminate the services of a seaman because of the abolishment of his position, for lack of work or funds, or for other reasons outside of the employee's control which reflect no discredit on the services of such employee. The employee shall be entitled to thirty (30) days wages and his salary shall terminate at the expiration of such notice. The employee shall be returned to his point of hire at Government expense. Employees terminated as a result of reduction—in—force shall be given first priority for any maritime service positions which may subsequently become vacant. A list of those employees so terminated shall be maintained by the Headquarters Transportation Division.
- 4.5. <u>Termination for Cause</u>. The Chief of Transportation or the Master of the ship may terminate an employee for cause in accordance with the provisions of Section 8c(1) of the Shipping Articles. Termination for cause shall include, but not necessarily be limited to, the following:
 - Lack of ability of the employee to perform the work for which he is hired.
 - b. Carelessness or negligence of duties.
 - c. Misrepresentation of fact.
 - d. Untruthfulness
 - e. Insubordination.
 - f. Incompetence.
 - g. Failure through fault or refusal to work.
 - h. Dishonesty.
 - i. Concealment of firearms on board ship.

- i. Failure to surrender firearms to the Master.
- k. Bad temper.
- 1. Refusal to obey direction of superiors.
- m. Excessive use of alcoholic drink.
- n. Use of narcotics.
- o. Shipment of unmanifested cargo in excess of necessary personal effects.
- p. Concealment of any material facts for the purpose of securing this contract.
- q. Failure to obey any of the laws and regulations of the place of employement.
- r. Failure to cooperate with other employees.
- s. Immoral or indecent conduct.

All terminations for cause shall be documented in writing. If the termination is initiated on board a ship, the Master shall document the action in the ship's log and submit a copy to the Headquarters Transportation Division.

With regard to repatriation of employees terminated for cause, the provisions of Section 8c(1) of the Shipping Articles shall apply. The Chief of Transportation shall have the authority to prohibit the rehiring of any employee who is terminated for cause.

PART 5. GRIEVANCE PROCEDURE

- 5.1. Presentation of Grievance. Any employee who feels that he has been unjustly treated or been subjected to an unfair consideration shall endeavor to have said grievance adjusted in the following manner:
 - a. Presentation of the complaint to his immediate superior;
 - b. Appeal to the head of the department in which the employee involved is employed;
 - c. Appeal directly to the Chief of Transportation or to the Master, if aboard ship.

If the grievance cannot be resolved under the provisions above, the decision of the Master shall govern at sea and in foreign ports and until the vessel arrives at a Trust Territory District Center port. Upon the ship's arrival at a District Center port, the dispute shall be referred to the District Transportation Officer who shall attempt to resolve it.

If the employee is unable to pursue the provisions as outlined above because he is not employed aboardship or is no longer employed aboard the vessel, he may present his grievance, in writing, directly to the Chief of Transportation, who shall have thirty (30) calendar days upon receipt of grievance letter to render a decision. The decision, in writing, must be forwarded to the employee by registered mail, return receipt requested.

- 5.2. Right to Appeal. When an employee considers that his termination for cause or other disciplinary measures is not for sufficient and/or justifiable reasons, he may appeal his termination or adverse action by submitting a dated and signed letter to the Trust Territory Personnel Board, setting forth his reasons and including any offer of proof and pertinent documents he desires to submit. The appeal should also include the employee's request for a hearing if he so desires. The appeal may be submitted at any time after the date of termination for cause or adverse decision, but no later than thirty (30) calendar days after such date of termination or adverse decision.
- 5.3. Appeals to the Personnel Board. The procedures regarding appeals of maritime personnel to the Personnel Board shall be the same as those established under Part 13, Chapter 1 of Title 61, Public Service System Regulations.
- Right to a Hearing. Upon the filing of an appeal by the employee, both the responsible management official and the employee are entitled to a full and fair hearing before the Trust Territory Personnel Board or a Hearing Officer designated by the Board to present evidence, and to be represented by counsel. At the hearing, technical rules of evidence shall not apply and the evidence shall be taken stenographically or by recording machine. The Board shall render its findings of fact and final decision in writing with service on all parties. Only one hearing is held unless the Personnel Board determines that unusual circumstances require a second hearing.

5.5. Denial of Hearing.

a. The Board may make the determination to deny a hearing on the appeal when a hearing is impracticable by reason of unusual

- location or other extraordinary circumstances. In this event, the Board must notify both parties in writing of the reason (s) for denying a hearing.
- b. If the Board determines that no hearing is reasonably possible, the management official and the employee will be notified to submit, in writing, any additional evidence they desire to present on the issues so that a decision may be made on the record without a hearing.
- Employee Appeal. The employee may file an appeal with the Trust Territory 5.6. Personnel Board any time after the date of the Chief of Transportation's letter of decision, but must file his appeal, personally or by registered mail, no later than fifteen (15) calendar days after delivery of the letter of decision. The appeal must be in writing and must give the employee's reason (s) for contesting the adverse action, together with any offer of proof and pertinent documents the employee desires to then submit. It should also include the employee's request for a hearing if he so desires. Employees located in the outer-islands must also meet the fifteen (15) calendar-day period for filing an appeal to the Trust Territory Personnel Board. This can be accomplished by submitting the written appeal to anyone of the following officials who will certify to the date of presentation: The District Administrator's Representative, the Magistrate, the Mayor, the District or Community Court Judge, or the Personnel Officer of the outer-island. After certification has been made by one of the above officials as to the date, the employee should mail the appeal letter to the Trust Territory Personnel Board.

5.7. Official Time to Prepare an Appeal.

- a. An employee is entitled to a reasonable amount of official time to prepare his appeal if he is otherwise in an active duty status. If the employee's representative is an employee of the Government he is also entitled to a reasonable amount of official time to prepare the appeal if he is otherwise in an active duty status. Both employees who appeal and employees who act as representative shall make arrangements with the Chief of Transportation for the use of official time. The Chief of Transportation shall determine the reasonable amount of official time that is to be granted and will inform the supervisors of the employee and of the employee's representative.
- b. The time to be allowed must necessarily depend on the facts and circumstances of each case, e.g., the number and nature of the reasons stated in the letter of decision, the specifics, the volume of the supporting evidence compiled by the management official, the availability of documents, witnesses, and assistance at the employee's place of employment, and similar considerations. If preparation requires more official time than was originally considered reasonable, the employee or his representative may request the Chief of Transportation for more time. The request should explain fully why more time is needed. The Chief of Transporation will determine if the request is reasonable and should be granted. If granted, he will make the necessary arrangements.

- 5.8. Freedom from Reprisal or Interference. Unless the employee feels free to use the Trust Territory Personnel Board's Appeal System, the system will not serve the intended purpose of giving him a means for review of his dissatisfactions. An employee and his representative, therefore, must be free to use the system without restraint, interference, coercion, discrimination, or reprisal. An employee, whether acting in an official capacity for the Government or on any other basis, must not be interferred with, or attempt to interfere with another employee's exercise of his rights under this section. To be fully effective, the spirit, as well as the letter of the requirement, must be enforced. It is not enough for an official to abstain from overt threats or interference. He must also refrain from making any statement or taking any action that has the appearance of a threat, interference, or intimidation.
- 5.9. Employee Representation. An employee has the right to present an appeal without representation. He also has the right to be accompanied, represented and advised by a representative of his choice at any stage of the proceeding. An employee may change his representative, but to do so, he must notify the Board of the change, in writing. The employee may select another Government employee as his representative, provided that such employee is willing to represent him. In addition, the representative must be free to do so.,e.g., not be disqualified because of conflict of position or unavailable to serve in that capacity because of priority needs of the service or unreasonable cost to the Government as determined by the departmental Director or staff officer. The employee is free to select as his representative anyone outside the Government service, but wholly at his own expense.
- 5.10. Government Representation. The management official's representative at Trust Territory Personnel Board Hearings must be the District Attorney, the Attorney General, or the designee of either.
- 5.11. Appeal File. When an employee files an appeal from adverse action with the Trust Territory Personnel Board, the Headquarters Transportation Division must establish and maintain an appeal file containing copies of all available pertinent documents; in addition, this office must immediately forward originals of all pertinent documents to the Personnel Board. The employee appeal file is independent, separate and distinct from the Official Personnel Folder (OPF). The employee appeal file, both with the Headquarters Transportation Division and the Trust Territory Personnel Board, must contain all documents pertinent to the appeal, such as:
 - a. A copy of the delegation of authority of the management official taking the action.
 - b. A copy of the letter of proposed adverse action.
 - c. The material relied on by the management official to support the reason (s) listed in the letter of proposed adverse action.
 - d. The employee's written answer, if any.
 - e. A transcript or summary of the employee's presentation of oral evidence and copies of documents presented.
 - f. A copy of the letter of decision.
 - g. The employee's written notice of appeal.

- h. Any pertinent evidence developed after issuance of the letter of proposed adverse action.
- i. The lists of witnesses submitted by both parties.
- j. The reason (s) for not granting a hearing when one is requested but not granted.
- k. The reason (s) for not producing witnesses at the hearing.
- 1. The transcript of the Personnel Board Hearing when a hearing is held.
- m. The recommendation of the Trust Territory Personnel Board's Hearing Officer, if any.
- n. A copy of the notice of decision of the Trust Territory Personnel Board.

5.12. Preparation for Hearing.

- a. When the Personnel Board grants a Hearing, and establishes a Hearing date, it will notify the Chief of Transportation of the employee concerned, by name, title, grade, and organizational unit.
- b. The Chief of Transportation must meet with the employee and his representative and the management official and his representative within seven (7) calendar days, if possible, after receiving notice that a hearing has been granted. If it is not possible to hold the meeting or meetings within the seven (7) calendar-day period, the meeting or meetings will be held as soon thereafter as possible. At this time, the Chief of Transportation will inform the Board by cable of the delay and request a new hearing date if necessary. At this meeting, the employee and the management official will be required to furnish the Chief of Transportation and the other party with the following information:
 - (1) Employee's list of witnesses containing:
 - (a) Name, location and occupation of each witness.
 - (b) A summary of each witnes. anticipated testimony.
 - (c) The availability of each witness in the area of the employee's duty station during the next thirty (30) days.
 - (2) Management Official's list of witnesses containing:
 - (a) Name, location and occupation of each witness.
 - (b) A summary of each witness' anticipated testimony.
 - (c) The availability of each witness in the area of the employee's duty station during the next thirty (30) days.

- (3) The availability of the employee and his representative and the management official and his representative in the area of the employee's duty station during the next thirty (30) days.
- c. The Chief of Transportation shall make available the entire adverse action file for review and reproduction, with the following exceptions:

When the file contains medical records concerning a physical or mental condition about which a prudent physician would hesitate to inform the person concerned, that medical evidence will be made available only to a duly licensed physician designated in writing for that purpose by the employee or the employee's representative.

- d. The employee may inspect and copy any part of the appeal file upon request, except the medical information referred to in Sub-Part 5.12.c.
- e. The employee may request that the Government, at its expense, produce at the hearing those witnesses who are employed by the Trust Territory Government and whose testimony the employee alleges, in writing, to be pertinent to the issues and necessary to his defense. The employee may include in his list of witnesses non-governmental individuals, but arrangements for their presence at the hearing are the obligation of the employee and will be at the expense of the employee unless otherwise ordered by the Trust Territory Personnel Board.
- 5.13. Procedural Defects. If at any time after the appeal has reached the Trust Territory Personnel Board, the Board finds a regulatory or procedural defect which would warrant reversal of the action taken by the management officials, the Board will prepare a report of its findings on the issue and order that the action be dismissed without prejudice. Copies of the findings and the order will be served on all parties.
- 5.14. Status of Employee During the Appeal Period. If an employee appeals a management official's decision given in accordance with Part 5.2., that decision shall remain in effect unless and until the Board has entered its findings and decision on the Appeal. The Board may enter such findings and decision on appeals decided by it as it finds the circumstances of the case require, and that it deems just and proper.
- 5.15. Authority of Master. It is understood and agreed that nothing in these regulations is intended to or shall be construed so as to restrict in any way the authority of the Master or prevent the obedience of any member of the crew to any lawful order of any superior officer.

PART 6. COMPENSATION

- 6.1. <u>General</u>. All positions in the Maritime Service System shall be compensated in accordance with the provisions of this Part.
- 6.2. <u>Definition of Terms</u>. Except as otherwise provided in this section, or unless the context clearly requires otherwise, terms used in this Part shall have the meaning ascribed in Title 19, Trust Territory Code, Chapter 7, Section 201.3.
 - a. "Base Pay" is the base salary provided in the Base Salary Schedule established in Section 6.3. of these regulations.
 - b. "Vessel Class" refers to the designation of vessels into size groups for the purpose of establishing appropriate pay ranges for maritime personnel. For purposes of these regulations, four (4) vessel classes are established as follows:

 Class 1 vessels over 65 feet in length or 40 GRT (whichever is the greater of the two) but not over 200 Gross Tons; (SEE NOTE *) Class II vessels over 200 Gross Tons but not over 500 Gross Tons; Class III vessels over 500 Gross Tons but not over 2,000 Gross Tons; Class IV vessels over 2,000 Gross Tons.
 - c. "Senior Maritime Officers" refers to the following positions:
 Master, Chief Engineer, Chief Mate, First Assistant Engineer,
 Chief Steward, Chief Electrician, Radio Officer II and Purser
 III.
 - d. "Junior Officers" refers to all maritime officer positions except those designated as Senior Maritime Officers.
 - e. "Ratings" refers to all non-officer positions, except Cadets and Seaman Trainees.
 - f. "Fleet Support Specialists" are technical specialists who are assigned by the Chief of Transportation and who are called upon at any time and in any location to perform highly technical and professional work in specialized areas of marine transportation. All such employees are detailed to shoreside duty stations in any of the Trust Territory Districts or outside the Trust Territory, as required.
 - g. "Cadets" refers to individuals who have completed at least two (2) years of schooling at the recognized maritime academy and who are assigned aboard Trust Territory ships for shipboard training. Cadets are assigned either as Deck Cadet or Engine Cadet.
 - h. "Seaman Trainees" refers to those shipboard personnel who have no seagoing experience and no directly related shipboard training.
- 6.3. <u>Base Pay.</u> All employees of the Trust Territory Maritime Service System shall be compensated on a bi-weekly basis (every 14 days) in accordance with the respective pay levels assigned to their positions by the Director under authority of Section 232, Title 19, Trust Territory Code. The applicable amount shall be paid to each employee who works 112 hours (combined working and watch standing hours) in the pay period. See Appendix A for complete base salary schedules.
- * NOTE: Code of Public Regulations Title 8, Part 5, Section 5.2. Classes of Motorboats.

- 6.4. Entrance Salary Rate of Senior Officer Positions. For initial appointments, the base salary rate of a senior maritime officer shall be at Step 1, unless a higher rate shall be necessary to recruit and is appropriate to the qualifications of the applicant, provided that, in no case shall such rate be higher than the Step 5 rate of the salary range for the position.
- 6.5. Within-grade Increases. Within-grade increases shall be applicable only to the following positions:

Fleet Captain

Master

Fleet Engineer

Chief Engineer

Chief Mate

Fleet Electrician

Chief Electrician

First Engineer

Fleet Steward

Chief Steward

Chief Cook

Radio Operator II (1st Class)

Purser III

The positions listed above are those for which the opportunity for advancement is either severly limited or not possible. Within-grade increases are provided to recognize and compensate for years of continuous satisfactory service and to retain loyal, capable and competent officers and crew. For the purpose of within-grade increases, service time is computed from the effective date the employee first occupies a position listed above.

Service time must be continuous in order for the employee to be eligible for within-grade increases; provided, that leaves without pay of the authorized limit of thirty (30) days be made up so that the full period of service is rendered. If, for any reason attributable to the employee, there is a break in service, the employee must begin a new perior of service at the first step of the position to which he is assigned; provided, that continuous employment shall not be deemed to be broken by leaves of absence on account of illness, accidents, layoffs for lack of work, or leaves of absence for valid reasons from service on vessels operated by the Trust Territory Government. No vacation benefits shall accrue during such periods of absence. The Chief of Transportation or the Master shall document all terminations and ensure that such documents are filed with the Headquarters Transportation Division.

Senior Officer and Specialist Positions:

A within-grade increase may be granted to senior officers and shipboard/shoreside specialists upon completion of the following periods of satisfactory performance at

the following steps in the rate ranges of the Base Salary Schedule:

Steps			Satisfactory Perf rade Increases May	
1 to 2	1 th or a contract	104	calendar	weeks
2 to 3		104	calendar	weeks
3 to 4		104	calendar	weeks
4 to 5		104	calendar	weeks
5 to 6		156	calendar	weeks
6 to 7		156	calendar	weeks

An employee additionally be granted a merit increase not to exceed one step increase in the base pay rate in any 104 calendar-week period for sustained superior performance over such period. Such additional Merit Increase will not alter the waiting period required for qualifying for the next within-grade step increase. No employee shall be compensated above the maximum step prescribed for his pay level except where he was receiving such compensation on the effective date of this salary schedule (see Appendix A for complete salary structure).

Junior Officers and Ratings:

Because of the fact that opportunities for advancement are generally unlimited for Junior Officers and Ratings, within-grade increases, as such, are not provided for these positions. For capable and qualified Junior Officers and Ratings, promotions are rapid and usually occur after one (1) year of service in a particular position. However, for those who are unable to advance because of limited background or lack of positions, a salary increase is provided upon completion each three (3) years of continuous satisfactory service in a particular position, not to exceed a maximum of four (4) such increases. These increases are provided to recognize and compensate those Junior Officers and Ratings who, though unable to advance further, continue to provide loyal service to the sea transportation system of Micronesia.

Salary increases for Junior Officers and Ratings are provided in accordance with the following schedule:

Steps		Full Period of Sati Before Salary Incre		
			•	•
1 to 2		156	calendar	weeks
2 to 3	$(\varphi_{ij})_{ij} = (\varphi_{ij})_{ij} + (\varphi_{ij})_{ij$	156		weeks
		156 · · · · ·		weeks
4 to 5	•	156	calendar	weeks

(See Appendix A for complete salary structure)

6.6. Promotions. Promotions shall be granted only to certifed or licensed personnel who meet the minimum qualifications for the position. Promotions are considered permanent and no officer or crew member, other than those in the Steward's Department, will be promoted without having passed the appropriate examination.

Masters and Chief Engineers are encouraged to recommend qualified and capable ship-board personnel for promotion whenever and wherever possible. Recommendations for Deck Department promotions shall be made in writing by the Chief Mate through the Master. In the case of a promotion to Chief Mate, only the Master need submit a written recommendation. For Engine personnel, recommendations shall be made by the Chief Engineer through the Master. All written recommendations must be accompanied by a completed Shipboard Personnel Evaluation Form (Trust Territory Transportation Form).

An employee who is promoted from a position in one vessel class to a position in a higher vessel class shall be compensated at the lowest step in the new pay level which at least equals the amount of a two (2) step increase in the old pay level. The effective date of the promotion shall be the new service anniversary date for the promoted employee. For purposes of this regulation, the "service anniversary date" means the date an employee may lawfully be granted a within-grade increase.

6.7. Temporary Assignments (Acting Capacity). When a position aboard a ship is vacant and there are no qualified replacements readily available, the Master may temporarily assign a crew member to the vacant position in an "acting" capacity until a qualified replacement is found or until ninety (90) days from the effective date of the "acting" assignment, whichever comes first. If a qualified replacement is located and assigned aboardship, the temporary assignment will cease and the employee in an "acting" capacity will be returned to his former position. If no qualified replacement is found by the end of the 90-day period, the Master may recommend that the employee be retained in the subject position in an "acting" capacity until such time as the subject employee can meet the minimum qualifications for promotion to the position, or until a qualified replacement can be found. In such cases, the subject employee shall be entitled, after ninety (90) days, to receive the established rate of pay for the position in which he is "acting".

Temporary assignments (Acting Capacity) shall be documented in writing in the ship's log by the Master or by the Chief of Transportation in the seaman's official file, if the assignment is made at Headquarters.

6.8. <u>Demotions</u>. An employee demoted, through no fault of his own, to a position in a lower pay level, shall be compensated at the rate which does not exceed his current pay rate. Where his existing rate exceeds the rate of the maximum step of the lower level, the employee shall be compensated at such step.

An employee demoted as a disciplinary measure, shall have his compensation reduced to the corresponding step of the lower pay level, and may, with the approval of the Chief of Transportation, be compensated at a lower step.

6.9. Licensing and Certification. All maritime officer positions shall be filled by licensed personnel. All able-bodied seaman positions shall be filled by personnel who are certificated as lifeboatmen. Such licenses and certifications shall be issued by the Chairman, Trust Territory Board of Marine Inspectors, upon proof of the applicant's fitness and competence. Applicants must apply in writing to the Chairman, Board of Marine Inspectors, attaching a completed copy of Trust Territory Form

(Application for Trust Territory Merchant Marine Officer

License) or Trust Territory Form (Application for Certificate of Competence as Lifeboatman), as well as a certificate of sea service and documentary evidence of shipboard experience, duly signed by the Master and/or Chief Engineer of the vessels on which service was performed.

No Merchant Marine Officer license shall be issued to non-Micronesians unless they meet all of the following:

- a. They possess a valid license issued by the licensing authority of their country; a copy of such license must be submitted to the Board of Marine Inspectors:
- Their employment is aboard Trust Territory registered vessels;
- c. Their primary place of employment is within the Trust Territory of the Pacific Islands; and
- d. They submit documentary proof of employment to the Board of Marine Inspectors.

All applicants for original licenses or upgrading of present licenses shall be required to take and pass a written and/or oral examination given by the Board of Marine Inspectors.

Licenses for qualified Micronesians shall be valid for five (5) years from date of issue unless otherwise determined by the Chairman of the Board of Marine Inspectors.

Licenses for qualified non-Micronesians shall be valid for one (1) year from date of issue, and may be renewed upon request; provided, that evidence of continued employment in the Trust Territory aboard Trust Territory registered vessels is submitted and they posses a current, valid license issued by the licensing authority of their country.

Lifeboatmen certificates shall be issued by the Board of Marine Inspectors to Micronesians who meet the following requirements:

- a. They are at least 18 years of age;
- They have served at least one (1) year in the deck department aboard ocean-going vessels;
- c. They take and pass a written or oral examination demonstrating their knowledge and capability in the handling of lifeboats and liferafts; as well as a thorough knowledge of safety of life at sea requirements;
- d. They are able to speak and understand the English language as would be required in an emergency aboard ship.

Certificates of competency as lifeboatmen shall be valid for life.

6.10. Transfers From One Vessel Class to Another. Because of the differences in pay rates among the various classes of vessels, the following is established with regard to transfers from one vessel class to another.

Transfers are made on either of two (2) conditions: (a) at the request of the employee, or (b) at the determination of the Government that such transfer is in the best interest of the Government.

a. At Employee's Request:

When a transfer is requested by an employee for his own convenience, the Government will determine if such request can be accommodated and what positions are available. Before such transfer can become effective, the employee shall indicate his concurrence in writing. The employee shall be compensated at the established rate for the position to which he is transferred and at his current step irrespective of the employee's previous rate of pay.

If an employee is transferred to a similar position aboard a smaller class ship, he shall retain his present pay rate, and, if applicable, his present step.

b. At Government Request:

One some occasions, employees are transferred because of the Government's need for their services. In such instances, these employees shall suffer no loss in pay regardless of the established rate of the position to which he is transferred.

6.11. Overtime.

- a. Masters and Chief Engineers, whether or not in an "acting" capacity are not entitled to overtime compensation. Officers who do not meet the minimum qualifications for the positions in which they are "acting" are required to serve for at least ninety (90) days at their existing rate of pay before they can be eligible to receive the established rate of pay for the position (See Section 7). To compensate Acting Masters and Acting Chief Engineers for the loss of overtime compensation benefits during this ninety (90) day period, additional compensation shall be provided at the rate of 50% of the difference between their regular bi-weekly base pay and that of the position in which they are acting.
- b. Overtime compensation will be provided for all work performed in excess of eight (8) hours in one day provided fifty-six (56) hours at straight time has first been worked in the same work week. The overtime rate is computed by dividing (26 x bi-weekly base salary) by 2,760 hours and multiplying the product by 1-1/2.
- c. All overtime work aboardship shall be submitted for approval to the Master by the following:
 - Chief Engineer for all engine personnel, including Chief Electrician
 - 2. Chief Mate for deck personnel, including Radio Operator and Purser
 - Chief Steward for all steward personnel
- d. Masters are responsible for the administration and control of all overtime performed by personnel under their command. When, in the opinion of the Chief of Transportation, there appears to be an excessive amount of overtime for any one person or for any one department, the Master shall be required to submit a written justification. The questionable overtime will be withheld until a determination has been made by the Chief of Transportation.

- 6.12. Pilotage. Masters of vessels larger than 2,000 Gross Registered Tons shall be entitled to receive a pilotage fee of \$40.00 for each Trust Territory port entered and \$40.00 for each Trust Territory port departed without the aid of a pilot. Pilotage fees shall apply only to Trust Territory ports that have a channel. These fees shall be payable on the pay period following submission by the Master of a signed statement containing the following information: (a) Port entered or departed; (b) Date of entry or departure; and (c) Vessel draft at entry and at departure.
- 6.13. <u>Differential for Fleet Support Specialists</u>. Fleet Support Specialists who are assigned to specific shoreside duty stations within the Trust Territory or outside the Trust Territory, if required, and who are required to be on standby, at any time and in any location, to ensure the efficient operation of the Trust Territory fleet, shall be provided with the following differential:

Fleet Captain - Class IV Bi-weekly base wages plus 15%

Fleet Engineer - Class IV Bi-weekly base wages plus 15%

Fleet Electrician - Class IV Bi-weekly base wages plus 15%

Fleet Steward - Class IV Bi-weekly base wages plus 15%

Only those employees designated as Fleet Support Specialists are entitled to receive the above differential.

The designation of Fleet Support Specialist is made by the Chief of Transportation and is considered permanent unless reassignment is made or the designation is withdrawn by the Chief of Transportation.

6.14. <u>Housing</u>. As a general rule, Trust Territory seaman are not entitled to housing benefits since their duties require them to remain on board their vessel. However, there will be some instances where the services of certain technical and professional shipboard personnel are required for extended period at a designated shoreside facility to perform essential work involving the operations and maintenance of the Trust Territory fleet. In such instances, the Chief of Transportation may authorize a housing allowance to eligible shipboard personnel in accordance with the following schedule:

	Employee Category	Family /Dependent Status	Bi-Weekly Housing Allowance (Maximum)
I	Employee	Without dependents	\$ 45.00
II	Employee	With one dependent	60.00
İII	Employee	With two or three dependents	75.00
IV	Employee	With four or five dependents	90.00
v	Employee	With six or more dependents	100.00

The above housing allowance is provided only to those employees who are assigned by the Chief of Transportation to a designated shoreside facility and who:

1. Are recruited from one district and assigned to a district other than their home district (permanent residence): and

2. Are not otherwise provided with government housing.

For purposes of this regulation, "dependents" are restricted to include only the following:

- 1. Dependent father of employee or spouse.
- 2. Dependent mother of employee or spouse.
- 3. All dependent unmarried children under age 21, including step-children as well as legally adopted children.
- 4. All dependent unmarried children, no age restriction, who because of physical or mental incapacity are incapable of supporting themselves.

Non-Micronesian personnel recruited for work in the Trust Territory are not permitted to bring their dependents with them, unless specific exemption has been granted by the Chief of Transportation. When such personnel are primarily assigned to shoreside duty, they shall be entitled to a housing allowance with the above schedule, provided that Non-Micronesian employees with no dependents at duty station shall be entitled to housing equivalent to that of an employee with no dependents.

PART 7 LEAVES OF ABSENCE

- 7.1. <u>Purpose</u>. Leaves of absence from the public service are for the mutual benefit of the employee and the employer. When leaves of absence are granted, they are considered to be for legitimate reasons not detrimental to the public service.
- 7.2. <u>Kinds</u>. Broadly characterized, leaves of absence are either with pay or without pay.

7.3. Leaves With Pay.

- a. Annual (Vacation) Leave. Annual leave, or vacation, shall be granted for the purpose of rest and relaxation. Maritime Service System employees shall earn annual leave at the rate of one-half (1/2) day per pay period; provided that, upon completion of one (1) full year of continuous service, an employee shall be credited with a bonus of one (1) full day of annual leave. Annual leave requests for shipboard personnel must be recommended by the Department Head and approved by the Master. For shoreside technical support personnel, annual leave requests shall be approved by the employee's immediate supervisor. Annual leave up to the amount accumulated may be taken at any time. Repatriation to the point of hire for vacation leave shall be made at government expense upon completion of twelve (12) months of continuous service
 - b. Maximum Accumulation. The maximum accumulation of annual leave for Trust Territory maritime personnel shall be forty-two (42) calendar days. Any excess over such maximum shall be forfeited unless taken before the end of the calendar year in which such excess was accumulated.
 - c. Sick Leave. All employees of the Maritime Service System shall earn sick leave at the rate of one-half (1/2) day per pay period. There shall be no limit to the amount of sick leave which may be accumulated.
 - d. Training and Education Leave. Leaves for the purpose of jobrelated training and education may be granted to permanent Maritime
 Service System personnel for a period not to exceed one (1) year.
 The Chief of Transportation may extend this period. Additional
 such leaves may not be granted to the same employee until and
 unless he performs in his position for at least one (1) year
 following expiration of the first leave.

The period of leave shall not affect the employee's service anniversary date.

e. <u>Compassionate Leave</u>. Permanent Maritime Service System employees may be granted compassionate leave with pay of no more than seven (7) days in cases of death, or imminent death, in the immediate family of the employee. For the purpose of this leave, the term "immediate family" shall be defined as an employee's mother, father, spouse, immediate offspring (natural or legally adopted), brother or sister, and grandmother or grandfather. The Chief of Transportation is responsible for approving compassionate leave requests.

7.4. Leaves Without Pay.

- a. Maternity Leave. Female employees who are permanent Maritime Service System employees may be granted leaves of absence without pay for reasons of maternity for a period of not more than six (6) months. Upon completion of such leaves, such employees are entitled to return to their positions with full rights and priviledges, except that the period of maternity leave shall serve to change the employee's service anniversary date by the length of time between the effective date of the leave and the date the employee returned to duty.
- b. Training and Education Leave. Permanent Maritime Service System employees who are ineligible for further training or education leaves with pay, as provided for under Sub-Part 7.3.d, or who wish to pursue their education on a full-time basis without financial assistance by the government may be granted leaves of absence without pay for a period not to exceed one (1) year. Such employees shall have the right to return to their positions at the conclusion of their education or training, and their service anniversary dates shall be adjusted by the amount of leave without pay taken. The Chief of Transportation is responsible for approving requests for Training and Education Leave.
- c. Annual (Vacation) or Sick Leave. With the approval of the Chief of Transportation, a permanent Maritime Service System employee may be granted leave without pay for the purpose of extending his vacation; provided however, that such extensions shall not exceed a period of twenty (20) days. Similar extensions may be granted for sick leave purposes; provided however, that the attending physician certifies to the necessity for the extension and the extension does not exceed twenty (20) days.
- 7.5. <u>Unauthorized Leave</u>. Unauthorized leave (absent without leave AWOL) is absence from duty without appropriate authorization. Employees who are absent from duty without prior approval, except in bona fide emergencies, shall be charged AWOL. Employees on AWOL are subject to loss of pay and disciplinary action, including termination for cause.
- 7.6. Responsibilities. The employee shall be responsible for initiating requests for leave using such forms, documentations and explanatory material as may be required. He shall initiate such request sufficiently in advance, wherever possible, so as to enable management to make the necessary personnel adjustments for coverage of the employee's position during his absence.

The Chief of Transportation shall be responsible for reviewing all requests in the light of program needs, replacement services and legal and policy requirements. In consideration of the foregoing and any other pertinent considerations, the Chief of Transportation may approve, disapprove or arrange modifications of leave requests.

BASE SCHEDULE OF BIWEEKLY RATES FOR SENIOR OFFICERS

	1	2	3	4	5	. 6	7
Master (IV)	392.00	415.52	440.16	467.04	495.04	525.28	556.64
Ch Eng (IV)	369.60	392.00	415.52	440.16	467.04	495.04	525.28
Master (III)	301.28	319.20	338.24	358.40	379.68	402.08	426.72
Ch Eng (III)	277.76	294.56	312.48	331.52	351.68	372.96	395.36
Master (II) Ch Mate (IV) 1/Eng (IV)	254.24	269.92	285.60	302.40	320.32	339.36	359.52
Ch Eng (II) RDO II (IV) Ch Elec (IV)	231.84	245.28	259.84	291.20	292.32	310.24	329.28
Ch Mate (III) 1/Eng (III) Ch Elec (III)	208.32	220.64	234.08	248.64	263.20	278.88	295.28
Purser III (IV) Steward (IV)	184.80	196.00	208.32	220.64	234.08	248.64	263.20
Ch Mate (II) 1/Eng (II)	165.76	175.84	185.92	197.12	209.44	221.76	235.20
Ch Stwd (II) Ch Cook (III)	91.84	97.44	103.04	109.76	116.48	123.20	131.04
Bosum (IV)	87.36	92.96	98.56	104.16	110.88	117.60	124.32
Bosum (III)	78.40	82.88	87.36	92.96	98.56	104.16	110.88
Bosum (II)	73.92	78.40	82.88	87.36	92.96	98.56	104.16

() - Vessel Classes:

Class I - Established Trust Territory Pay Scale Class II - vessels between 200 and 500 Gross Tons Class III - vessesl over 500 Gross Tons but not more than 2,000 Gross Tons
Class IV - vessels over 2,000 Gross Tons

BASE SCHEDULE OF BIWEEKLY RATES FOR JUNIOR OFFICERS AND RATINGS

	1	2	3	4	5
2/Mate (IV) 2/Eng (IV)	208.32	234.08	263,20	295,68	331.52
RDO I (IV)	184.80	208.32	234.08	263.20	295.68
2/Mate (III) 2/Eng (III) 3/Mate (IV) 3/Eng IV) Asst Elec. (IV)	165.76	185.92	209.44	235.20	263,20
Purser II (III)	138.88	155.68	174.72	196.00	219.52
2/Mate (II) 2/Eng (II) 3/Mate (III) 3/Eng (III)	116.48	131.04	146.72	164.64	184.80
Purser I (III) Jr. 3/Mate (IV) Jr. 3/Eng (IV)	104.16	116.48	131.04	146.72	164.64
Asst. Cook (IV)	91.84	103.04	116.48	131.04	146.72
DM, EM (IV)	78.40	87.36	98.56	110.88	124.32
AB, Oiler	69.44	77.28	86.24	96.32	107.52
OS, Wiper Messman	58.24	64.96	72.80	81.76	91.84

() - Vessel Classes:

Class I - Establised Trust Territory Pay Scale
Class II - vessels between 200 and 500 Gross Tons
Class III - vessels over 500 Gross Tons but not more
than 2,000 Gross Tons
Class IV - vessels over 2,000 Gross Ton

APPENDIX B

REVISED	 •	
	 	 •

TRUST TERRITORY SHIPPING ARTICLES (For All Maritime Personnel)

NAME OF EMPLOYEE			· · · · · · · · · · · · · · · · · · ·		
SOCIAL SECURITY NO.					
POSITION CLASSIFICATION					
HIGHEST PERMANENT RATING OF E	MPLOYEE	·			
BI-WEEKLY SALARY					
ANNUAL SALARY					
POINT OF HIRE					
DATE OF SALARY TO COMMENCE					
DISTRIBUTION OF SALARY		<u> </u>			
(If allotment requested,	complete and	attach TT Form	n 575)		
ASSIGNED TO		·			
MASTER				····	

SHIPPING ARTICLES

Pursuant to the provis	sion of Title 19 of the Code of the Trust Territory of
the Pacific Islands, this is an	agreement made between
	which is (a vessel operating section of the Trust
Territory Government), a corpora	ation organized and existing under the laws of the
Government of the Trust Territor	ry of the Pacific Islands), (herein referred to as the
"Employer") and	·
of the City of	in
whose home addressis	
in said City (herein referred to	o as the "Employee").

WITNESSETH: That the parties hereto hereby agree as follows:

1. The Employee is hereby engaged to work in the capacity of

and to perform all of the usual duties of a

as the Employer may require, and the said Employee to conduct himself in an orderly, faithful, honest and sober manner, and to be at all times diligent in his respective duties, and to be obedient to the lawful commands of the Master of the vessel, Manager of the ship-support facility, or of any person who shall lawfully succeed him, and of his superior officers aboard the vessel, in everything relating to the vessel, and the stores and cargo thereof, whether onboard, in boats, or on shore.

And it is hereby agreed that any embezzlement or wilful or negligent destruction of any part of the vessel's cargo or stores shall be made good to the Employer out of the wages of the person guilty of same.

- 2. The place where the work is to be done and the services that are to be rendered will be within the Trust Territory either ashore or aboardship, or such other place or waters as the Employer may direct.
- 3. This Contract shall become binding on the parties only when signed by the Employee and an authorized officer or representative of the Employer.

The Employee shall enter into the service of the Employer as of a date designated by the Employer not later than thirty (30) days after the date of the signing of this Contract by the Employee. The effective date of employment shall be the date the Employee arrives at duty station or reports on board his assigned ship. The employment shall continue for a period twelve (12) months from the date of commencement of services, plus the time required for the vessel to reach a successive scheduled safe port, within the Trust Territory of the Pacific Islands, after the completion of the twelve (12) months, subject to the conditions set forth herein. The Employer shall have the option to offer to extend the period of employment under the same terms and conditions as then in effect by giving the Employee written notice of his intention to extend the employment thirty (30) days prior to the completion of the 12-month contract.

4. Beginning with the date the Employee leaves the port of embarkation, the Employer shall withhold from each salary payment due to the Employee an amount not to exceed twelve dollars and fifty cents (\$12.50), until a specified reserve fund shall have been set aside; provided, that if the employee resigns or is discharged, that all monies due to the Employee at the time of such resignation, or discharge, shall be added to and become part of said reserve. The reserve fund for employees with a point of hire in the Trust Territory shall be two hundred dollars (\$200.00). The reserve fund for employees outside of the Trust Territory shall be three hundred fifty dollars

(\$350.00). This reserve fund of monies owed by the Employer to the Employee at the time of resignation, discharge or early termination of employment shall be used to return the Employee to his official point of hire and/or to offset any outstanding obligations of the Employee to the Employer. Any part of the reserve fund not used as provided herein shall be paid to Employee at the time of early termination, resignation, or discharge.

5.	In the event o	of emergency,	accident o	r death,	the Employer	may notify:
 	Name	······································	-	. I	Relationship	
	Address	Zip	Code	-	Celephone	
	\mathcal{A}_{i} (2) \mathcal{A}_{i}					

The above address may be considered as the Employee's permanent address, or the address of the person in whose care the Employer may communicate concerning this Contract or other matters, if unable to communicate directly with the Employee. In the event of death of the Employee during the term of this Contract, the Employee authorizes the Employer to make appropriate disposition as is deemed best under the prevailing circumstances, of the body and personal effects of the Employee, provided the Employer makes reasonable attempts to contact the above person or the Employee's family before making final disposition. The Employer shall be liable for reasonable funeral expenses and expenses incurred in transporting the body to the point of hire, or such shorter distance to be designated by the Employee's estate.

- 6. The Employee represents:
- (a) That he is property qualified (and licensed) as a under the laws
 - (b) That he is over sixteen (16) years of age.
 - 7. The Employee agrees as follows:
- (a) To devote his exclusive services and entire skill and abilities to said employment during the period of employment, as herein set forth, and to promptly and faithfully perform all services pertaining to said employment that are or may be hereafter required of him by the Employer during the said term of employment.
- (b) To observe such work hours as may be necessary for the proper performance of his duties on shore and/or afloat. Normal combined working and watch standing hours for officers and crewman in port and at sea shall be fifty-six (56) hours per week. Unless the Master considers it vital to the operation of the ship, no work, other than standing watch, will be performed on Sundays. The Master may permit shore leave for any employee for a specific number of hours in any safe port where the Master deems that such temporary leave does not endanger his ship or impede the normal work and maintenance of the ship.
- (c) To report onboard ship, in a condition acceptable to the Master, to commence work at the time of day specified by the Master prior to vessel departures or major ship's work operations. Failure to so report shall be grounds for contract termination in accordance with Section 8 (c) (1).
 - 8. The Employer agrees as follows:

- (a) To transport, furnish transportation, or to pay transportation expenses including subsistence of the Employee to the Employer's headquarters from the point where hired.
- (b) Subject to the various provisions of Section 8 (c), to transport, to furnish transportation, or to pay transportation expense, including subsistence, for service under this Contract; except where this period is extended in writing by the Employer to the point of employment.
- (c) To pay to the Employee for his services at the rate of every fourteen (14) days, including subsistence, under this Contract, beginning with the date of commencement of services as provided in Section 8 (c) (3) and ending with the date of Employee's return to point where hired, subject, however, to the following:
- (1) If the employment is terminated by the Employer for cause on the part of the Employee, the Employee shall be entitled to no further salary than is due him up to and including the date of termination. If the employment is so terminated, the Employer is under no obligation to arrange transportation for the Employee to any location other than his point of hire. The cost of this return transportation shall be deducted from the monies withheld in accordance with Paragraph 4.

Termination for cause shall include, but not limited to, lack of ability of the Employee to perform the work for which he is hired, carelessness or negligence of duties, misrepresentation of facts, untruthfulness, insubordination, incompetence, failure through fault or refusal to work, dishonesty, concealment of firearms on board ship, failure to surrender firearms to the Master, bad temper, refusal to obey directions of superiors, excessive use of alcoholic drinks, use of narcotics, shipment of unmanifested cargo in excess of necessary personal effects, concealment of any material facts for the purpose of securing this Contract, failure to obey any of the laws and regulations of the place of employment, failure to cooperate with other employees.

- (2) If the employment is terminated due to the resignation of the Employee at any time prior to one (1) year from the date of this Contract, or at other than the end of any period for which this Contract, or at other than the end of any period for which this Contract may be extended or renewed, the Employee shall be entitled to no further salary than is due him to and including the effective date of resignation, and the Employer shall not be obligated to arrange transportation to any location other than the Employee's point of hire; provided, that thirty (30) days notice of termination shall have first been given to the Employer by the Employee. The cost of this return transportation shall be deducted from the monies in accordance with Paragraph 4.
- (3) In the event the Employer determines the services of the Employee are no longer required for reasons other than those set forth in Sections 8 (c) (1) and 8 (c) (2), the Employee shall be given thirty (30) days notice of termination and his salary shall terminate at the expiration of such notice. The employee shall be returned to his point of hire at the Employer's expense.
- (d) Payment to the Employee for services rendered shall be made in United States dollars, but such payment shall be subject to any regulations established by the Government of the place of payment.
- (e) The Employee shall be entitled to Employer furnished transportation to and from his point of hire upon completion of one (1) year's service under this Contract or extensions thereof; provided he retains Employee status. This transportation shall be made by a method at the convenience of the Employer and within thirty (3) days

after the one (1) year anniversary date.

- (f) The Employee shall be entitled to vacation with pay equal to fourteen (14) days per year starting with original date of hire. The Employee must work one (1) full year to be entitled to fourteen (14) days vacation with pay. Vacation with pay is mandatory and pay in lieu of actual vacation time will not be permitted unless the Master and/or the Chief of Transportation so approve.
- (g) In addition to regular working hours, extra hours may be required in order to complete operations of the vessel and shall be paid at the rate of time and one-half per hour of overtime work. The average hourly rate for overtime purposes shall be determined by dividing (26 x bi-weekly salary) by 2,768 (hours of work per year).
 - (h) The Employees shall be entitled to subsistence (food and lodging).
- (i) The Employee shall be entitled to five (5) paid holidays per year which include:
 - (1) New Years' Day, January 1;
 - (2) Easter;
 - (3) Micronesia Day, July 12;
 - (4) United Nations Day, October 24;
 - (5) Christmas, December 25;

and any other national and Trust Territory holidays to which Employees of the Public Service System are entitled. Where any holiday falls on a Sunday, the Employee shall be entitled to observe it on the following Monday. If the Employee is unable to take the benefits for paid vacation or holiday, then he shall be entitled to double-time pay for each vacation day or holiday, as measured by eight (8) hours the Employee was unable to take as certified by the Master and/or the Chief of Transportation.

- (j) The Employer shall pay Social Security for all seamen who are Trust Territory citizens at the established rate. The seamen will in turn pay an equivalent amount toward Social Security. This premium will be deducted from the seamen's salary every pay period and paid to the Social Security office every three (3) months.
- 9. Any claims arising out of this agreement shall be submitted by the Employee in writing to the Master who will then forward the Employee's claim with the Master's comments to the main office of the Employer and a copy to the Director, Transportation and Communications. Such written notice shall set forth in detail the nature of the claim and any amount claimed by the Employee and shall be submitted by the Employee or his representative.
 - 10. The parties mutually agree as follows:
- (a) The Employer may terminate the employment before the specified date for any of the following reasons:
 - (1) For cause;
- (2) Determination by the Employer that the Employee's services are no longer needed (with notification as provided in Section 8 (c) (3).
- (b) The Employer may assign the Employee to shoreside employment directly connected with the operations of Trust Territory vessels.

- 11. The Employee's performance of his services will at all times be subject to the supervision and direction of the Employer's principal representative at the Employer's headquarters, or the Master of the vessel or the Manager of the ship-support facility, whichever the case may be.
- 12. Certification by Employee: The Employee hereby certifies that he has read the foregoing agreement and that he fully understands its terms and conditions; and the Employee further certifies that the foregoing terms and conditions constitute his entire agreement with Employer and that no promises or understandings have been made other than those stated above; and it is specifically agreed that this agreement shall be subject to modification only by both the Employee and the Employer.

Witness

ADOPTED REGULATIONS

TITLE 63
PUBLIC HEALTH, SAFETY AND WELFARE

CHAPTER 13
AIR, LAND AND WATER POLLUTION

SUBCHAPTER IV

TRUST TERRITORY PESTICIDES REGULATIONS

PART 1. GENERAL PROVISIONS

- 1.1 <u>Authority</u>. These regulations are promulgated and issued by the Trust Territory Environmental Protection Board pursuant to the authority granted it by Public Law 4C-78 (63 TTC 505 et seq.).
- 1.2 <u>Purpose</u>. The purpose of these regulations is to establish a system of control over the distribution, sale and use of pesticides by persons within the Trust Territory of the Pacific Islands.
- 1.3 <u>Definitions</u>. As used herein, unless the context otherwise requires, the term.
- a. "Administrator" means the person designated by the board to administer the Trust Territory Pesticides Law and Regulations.
- b. "Certification" means the authorization granted by the Trust Territory Government to any person to distribute, sell or use pesticides.
- c. "EPB" means the Trust Territory Government Environmental Protection Board.
- d. "Competent" means that a person is able and qualified to administer pesticides in accordance with requirements under Pesticides Regulations.
- e. "Licensed dealer" means any person who has obtained a license from the administrator to deal with restricted use/general use pesticides.

- f. "Fungus" means all non-chlorophyll-bearing thallophytes including rusts, smuts, mildews, bacteria, molds and yeasts, except those on or living in man or other animals and those on or in processed foods, beverages, or pharmaceuticals.
- g. "General use pesticides" means those pesticides that may be applied by the general public without further restrictions other than those specified on the label.
- h. "Environment" includes water, air, land, and all plants and man and other animals living therein, and the interrelationships which exist among them.
- i. "Hazard" means a situation where there exists a probability that a given pesticide will cause injury or have an adverse effect on the environment.
- j. "Importation" means causing to be brought into the Trust Territory.
- k. "Label" means the written, printed, or graphic matter on, or attached to, the pesticide or device or any of its containers or wrappers.
- 1. "Misbranded" means a label bearing any statement, design, or graphic representation which is false, misleading, not conforming to the standards established by the Board, is a limitation of or is offered for sale under the name of another pesticide, does not bear the registration number as required by the law, does not contain directions for use which are necessary to effect the purpose of the law and does not conform to requirements set by the law.
- m. "Nematode" means minute unsegmented roundworms of the class Nematoda which inhabit soil, plants, water and animals.
- n. "Notice of arrival" is a legal document, designated to collect information concerning the importation and consignment of pesticides in the Trust Territory.
- o. "Person" means an individual, corporation, partnership, association, Trust Territory, or political subdivision thereof, Trust Territory Agency, Municipality, Commission, Foundation or other institution or entity.

- p. "Pesticides" means any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest, and any substance or mixture of substances intended for use as plant regulator, defoliant, or desiccant.
- q. "Quarantine Inspector" means Plant and Animal Quarantine Inspector.
- r. "Pest" means any insect, rodent, nematoda, fungus, weed, or any other form of terrestrial or aquatic plant or animal life or virus, bacteria, or other micro-organism which the Administrator declares to be a pest.
- s. "Rodents" means mammals of Rodentia family, such as rats, and mice.
- t. "Restricted use pesticide" means pesticides so designated by the Federal Insecticide, Fungicide, and Rodenticide Act, as amended and so designated on the label and as adopted by the board to be unsafe for use by persons other than a certified applicator.
- u. "Sell or distribute" means to distribute, solicit, offer for sale, hold for sale, transport, or deliver for transportation in interdistrict or between points within the Trust Territory.
- v. "Trust Territory" means Trust Territory of the Pacific Islands.
- w. "Virus" means any of a group of submicroscopic infective agents which cause diseases in plants and animals.
- x. "Weed" means any plant which grows where it is not wanted.
- y. "Certified pesticide applicator" means any individual who is certified or authorized by the Administrator to use or supervise the use of any pesticide classified as restricted use pesticide.

- z. "Substantial adverse effects on the environment" means any injury to man or substantially any adverse effect on environmental values which take into account the public interest, including benefits from the use of pesticides.
- aa. "Adulterated" means any pesticide if its strength or purity falls below the professed standard, or quality expressed on its labeling or under which it is sold or if any substance has been substituted wholly or in part from the pesticide, or if any valuable consistuent of the pesticide has been wholly or in part abstracted.
- bb. "Ingredient statement" means the name and the percentage of each active ingredient together with the total percentage of the inert ingredient in pesticide.
- cc. "Inert ingredient" means an ingredient or part which is not an active ingredient or part in pesticide.
- dd. "Environmental Protection Agency's Registration Number" means a registration number assigned by the Environmental Protection Agency of the U.S. to any registered pesticide.
- ee. "Classification statement" means classifying pesticide into restricted use or general use pesticides.
- ff. "Weight or measure of content" means expressing pesticide in terms of pounds and ounces for solids and quarts and pints for liquids.
- gg. "Arrival of shipment" means the time shipment of pesticide arrives in the Trust Territory.
- hh. "Protect health and the environment" means the protection against any injury to man and protection against any adverse effects on environmental values which take into account public interest including benefits from the use of pesticides.

PART 2. PROHIBITED ACTS

2.1 Sale and distribution. It shall be unlawful for any person to distribute, import, sell, offer for sale, hold for sale,

transport, deliver for transportation, or receive and having so received, deliver or offer to deliver to any person in the Trust Territory any of the following:

- a. Any pesticide which is not registered with the Administrator, or any pesticide if the composition differs from its registered composition or any of the claims made for it or any of the directions for its use differ in substance from representation made in connection with its registration.
- b. Any pesticide which contains any substance or substances in quantities highly toxic to man, unless the label bears the following:
- (i) a symbol of the skull and crossbones;
- (ii) the words "Poison" prominently displayed;
- (iii) a statement of an antidote for the pesticide.
- c. Any pesticide which is adulterated or misbranded.
- d. Any pesticide or device that is an imitation of another pesticide.
- e. Any restricted use pesticide unless the person has a license issued in accordance with the law.
- f. Any restricted use pesticide to person other than a certified pesticide applicator or a licensed dealer.
- g. Apply any pesticide in excess of recommended dosage on any agricultural crop, livestock, or residential, recreational, and watershed area; or inconsistent with time or other limitations specified on its label registered with the Administrator.
- h. Use, store, transport, mix or discard any pesticide or the containers of such pesticide in any manner which would have substantial adverse effect on the environment
- i. Use or apply restricted use pesticides unless the person is acting under the instruction and control of a competent and/or a certified pesticide applicator with a valid

certificate issued pursuant to these regulations.

2.2 Alterations. It shall be unlawful to:

- a. detach, alter, deface, in whole or in part, any lable or alter any labeling of a pesticide unless such action is taken with the approval of the Administrator to correct an improper label or labeling;
- b. add any substance to, or take any substance from a pesticide in a manner that may defeat the purpose of this law;
- c. use for a person's own advantage or to reveal any information relative to formulas of products acquired in the administration of these regulations, to persons other than to proper officers or employees of the Trust Territory, or courts in response to subpoena, or to physicians, or in emergencies to pharmacists and other qualified persons for use in the preparation of antidotes;
- d. for any pesticide dealer, wholesaler, or retailer to expose or to offer for sale or to solicit or receive orders for the sale of restricted use pesticides unless the dealer, wholesaler, or retailer has applied for and obtained an annual license; and
- e. for any pesticide dealer, wholesaler, or retailer to expose or to offer for sale or to solicit or receive orders for the sale of restricted use pesticides to any person other than a certified pesticide applicator.

PART 3. REGISTRATION

3.1 Importation. Any pesticide which is imported into the Trust Territory shall be registered with the Administrator; provided that products which have the same formula, are manufactured by the same person, the labeling of which contains the same claims, and the labels of which bear a designation identifying the product as the same pesticide, may be registered as a single pesticide, and additional names and labels shall be added by supplemental statements during the current period of registration. To be acceptable for

registration, any pesticide, must be registered in accordance with these regulations. The registrant shall file with the Administrator a statement including:

- a. The name and address of the registrant and the name and address of the person whose name will appear on the label, if other than the registrant.
- b. The name of the pesticide.
- c. A complete copy of the labeling accompanying the pesticide and a statement of all claims to be made under it, including directions for use.
- d. If requested by the Administrator, a full description of the tests made and the results thereof upon which claims are based.
- 3.2 Fee and Expiration. The registrant shall pay an annual fee of ten dollars (\$10.00) for each pesticide registered. Registration shall expire on June 30th of each year and shall be renewed annually. In the case of renewal of registration, a statement shall be required only with respect to information which is different from that furnished when the pesticide was previously registered.
- 3.3 Special considerations. The Administrator, whenever he deems it necessary in the administration of this Part, may require the submission of the complete formula of any pesticide. If it appears to the Administrator that the composition of the product is such as to warrant the proposed claims for it and if the product and its labeling and other material required to be submitted comply with the requirements of these regulations, he shall register the product.
- 3.4 <u>Refusal</u>. The Administrator may refuse to register a pesticide when he determines that:
- a. The pesticide or its labeling does not comply with these regulations; or
- b. the registrant fails to comply with the registration procedures set forth by regulations; or
- c. the pesticide is misbranded; or

- d. the proposed use would result in substantial adverse effect on the environment.
- 3.5 <u>Cancellation</u>. To protect the environment and the public health, the Administrator with the approval of the EPB may, after due process and hearing, cancel the registration of a pesticide. Such cancellation shall be made after the final determination of the EPB.
- 3.6. Suspension. If the Administrator determines that action is necessary to prevent an imminent hazard during the time required for cancellation proceedings, he may, by order, suspend the registration of a pesticide immediately. suspension order shall be in effect until the EPB issues its final order either cancelling or denying the cancellation of the registration. Any person who will be adversely affected by such order may obtain judicial review thereof by filing in the Trust Territory High Court, within sixty days after the entry of such order, a petition praying that the order be set aside in whole or in part. The Court shall have jurisdiction to affirm or set aside the order complained of in whole or in part. The findings of the EPB with respect to questions of fact shall be sustained if supported by substantial evidence when considered on the record as a whole. Upon application, the Court may remand the matter to the Board to take further testimony if there are reasonable grounds for the failure to adduce such evidence in the prior hearing, the EPB may modifty its findings and its order by reason of additional evidence so taken and shall file the additional record and any modification of the findings or order with the Clerk of Court.

PART 4. LICENSING, RECORDS, LABELING

- 4.1 <u>Licensing</u>. Every person who sells or distributes pesticides in the Trust Territory shall obtain an annual license from the Administrator. Licensing shall conform to the following procedures:
 - a. Records. Any person issued license shall keep accurate records containing following information:
 - (1) The delivery, movement, or holding of any restricted use pesticide or device including the quantity.

- (2) The date of shipment and receipt.
- (3) The name of consignor and consignee.
- (4) Any other information, necessary for the enforcement of these regulations, as may be prescribed by the Administrator with the approval of the EPB.

The Administrator shall have access to such records at any reasonable time to copy or make copies of such records for the purpose of carrying out the provisions of these regulations. Unless required for the enforcement of these regulations, such information shall be confidential and if summarized, shall not identify an individual person.

- b. $\underline{\text{Fees}}$. A license applicant shall pay a fee of five dollars (\$5.00), which shall be payable to the Treasurer of the Trust Territory.
- 4.2. <u>Labeling</u>. Each container of pesticides shall bear thereon or attached thereto in a conspicuous place, a plainly written or printed label in the English language or in the vernacular providing the following information.
- a. Name, brand, or trademark under which the pesticides is sold or distributed.
- b. Ingredient statement.
- c. Direction for use which if complied with will adequately protect health and environment.
- d. Warning or caution statement.
- e. Name and address of the manufacturer, registrant, or person for whom manufactured.
- f. Weight or measure of content.
- g. Environmental Protection Agency's registration number.
- h. Classification statement.

- PART 5. SEIZURES, STOP-SALE, REMOVAL FROM SALE ORDERS, BANNING
 - 5.1 <u>Seizures</u>. Any pesticide that is distributed, sold, offered for sale, transported, or delivered for transportation in violation of this part, may be seized by the Administrator or his representative. Any article seized hereunder shall, after due process and hearing, be disposed by the Administrator or his representative at the expense of the seller and distributor or in lieu thereof, the seller and distributor may return or destroy the article at their own expense. The proceeds, if any, shall be delivered to the Trust Territory treasurer.
 - 5.2 Stop-sale. The Administrator or his representative may issue and enforce a written or printed "stop-sale" or "removal from sale" order to withhold from sale any pesticide or device that is distributed, sold, offered for sale, transported, or delivered for transportation in violation of the law or these regulations. When a decree of condemnation is entered against the pesticide, court costs, fees, storage, and other proper expenses shall be awarded against the person, if any, appearing as claimant of the pesticide.
 - 5.3 Banning of pesticides. The EPB may ban the use of certain pesticides or specific uses of certain pesticides when such usage is deemed to have substantial adverse effects on the environment. The Administrator shall take necessary action to cancel the registration of such banned pesticides or uses.

PART 6. STANDARDS AND GUIDELINES

6.1 Administrator. The Administrator shall establish standards and guidelines subject to the approval of the EPB which specify those conditions related to the use and application of pesticides which may constitute substantial adverse effect on the environment. He shall establish limitations and conditions for the use and application of pesticides.

PART 7. IMPORTATION OF PESTICIDES

7.1 Notice of arrival. Any importer desiring to import pesticides into the Trust Territory shall submit to the

Administrator a completed Notice of Arrival Form prior to the arrival of the shipment from the United States or any other foreign sources. Upon receipt, the Administrator shall complete the form, indicating the disposition to be made of the shipment of pesticides or devices upon their arrival in the Trust Territory and shall return a copy of the form to the importer or his agent.

7.2 Arrival of shipment. When a shipment of pesticides arrives, the importer or his agent shall submit to the Plant and Animal Quarantine Inspector at the port of first arrival, the Notice of Arrival completed by the Administrator and indicating the Quarantine and Customs action to be taken on the shipment of pesticides or devices and certify its agreement therewith.

7.3 Shipments Arriving Without the Notice of Arrival

When a shipment of pesticides or devices arrives in the Trust Territory without the submission by the importer or his agent of the Notice of Arrival, such shipment shall be detained by the Plant and Animal Quarantine Inspector at the importer's risk and expense for a period not to exceed 30 days until such form is submitted or other disposition is ordered by the Administrator.

7.4 Release of Shipment or Entry Refused

If the completed Notice of Arrival directs the Quarantine Inspector to release the shipment of pesticides or devices, the shipment shall be released to the importer. If the completed Notice of Arrival directs the Plant and Animal Quarantine Inspector to refuse entry of the shipment, such shipment shall be refused entry and shall be treated as a prohibited importation.

PART 8. EXEMPTIONS

8.1 An exemption to the application of these regulations may be granted by the Administrator to the Trust Territory Departments or agencies for experimental or research work

directed towards obtaining knowledge of the characteristics and proper usage of specified or experimental pesticides. Research and experimental work conducted by private agencies with adequate research facilities may also be similarly exempted upon approval by the Administrator. The approval must be in writing and state the specific exemptions and conditions.

PART 9. ADMINISTRATOR OF THE TRUST TERRITORY PESTICIDE REGULATIONS

9.1 The Executive Officer of the Trust Territory Environmental Protection Board or his representative is hereby designated as the Administrator of the Trust Territory Pesticides Regulations.

PART 10. VIOLATIONS AND PENALTY

10.1 Any person who violates these regulations shall be fined not more than one thousand dollars (\$1,000) or be imprisoned for not more than one (1) year or both.

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ADOPTED REGULATIONS

TITLE 63
PUBLIC HEALTH, SAFETY AND WELFARE

CHAPTER 13
AIR, LAND AND WATER POLLUTION

SUBCHAPTER V

TOILET FACILITIES AND SEWAGE DISPOSAL REGULATIONS

PART 1. GENERAL PROVISIONS

- 1.1 Authority. These regulations are promulgated and issued by the Trust Territory Environmental Protection Board pursuant to the authority granted it by 63 TTC 505 et seq. These regulations shall have the force and effect of law and are intended to supplement and not to supersede those regulations promulgated in the Territorial Register, Vol. 1, No. 3 pp. 88-90.
- 1.2 <u>Purpose</u>. The purpose of these regulations is to establish minimum standards for toilet facilities and sewage disposal to minimize environmental pollution, health hazards, and public nuisance from such facilities.
- 1.3 <u>Definitions</u>. As used herein, unless the context otherwise requires, the term:
 - a. "Board" means Trust Territory Environmental Protection Board.
 - b. "Cesspool" means an excavation which receives raw sewage, and from which liquid seeps or leaches directly into the surrounding soil.
 - c. "Owner of property" includes owner, occupant, possessor, lessee, and any person who has control of the property.
 - d. "Person" includes any individual, firm, partnership, corporation, company, association, joint stock company, trust or government entity.
 - e. "Privy" means a structure and ground excavation for the disposal of human excreta by non-water carriage methods. Examples are: "pit privy", "outside benjo", and "trench latrine".
 - f. "Realty" includes land, buildings, and dwelling structures.
 - g. "Seepage pit" means a covered pit with open jointed lining through which septic tank effluent or laboratory, kitchen or laundry waste may seep or leak into the surrounding soil.
 - h. "Septic tank" means a water-tight receptacle which receives raw sewage designed and constructed so as to retain solids, digest

organic matter through a period of detention, and allows the liquid to discharge into the sub-soil outside the tank through buried open-joint piping system or a seepage pit.

- i. "Septic tank system" means a septic tank as herein defined together with the buried open-pit.
- j. "Sewage" include untreated or insufficiently treated human excreta, food waste disposed of through sewers, liquid waste from residences, commercial and industrial establishments, and such diluting water as may have entered the waste disposal system.
- k. "Trust Territory" means Trust Territory of the Pacific Islands.

PART 2. TOILET AND SEWAGE FACILITIES REQUIREMENTS

2.1 Requirement. It is required that all public buildings, including commercial buildings, schools, hospitals, built for the purpose of conducting public activities or engaging in public functions, shall have toilet and sewage facilities in accordance with the types as provided hereinafter in Part 3.

PART 3. TYPE OF TOILET AND SEWAGE FACILITIES

- 3.1 Type 1. Type 1 refers to toilet which is flushed with water and connected to a public sewer system.
- 3.2 Type 2. Type 2 refers to toilet which is flushed with water and connected to a septic tank, cesspool, or combination of both.
- 3.3 Type 3. Type 3 refers to pit privy (outside benjo).
- 3.4 Public sewerage system. Where a public sewerage system is available, all wastewater plumbing outlets from any buildings shall be connected to the public sewerage system, and all toilet facilities must be of Type 1. This part shall apply to all buildings, public or otherwise, which may be used for dwellings, and are constructed after the effective date of this regulation.
- 3.5 <u>Water available</u>. Where water is available from a public works or other government agency, but a public sewer system is not available, toilet facilities shall be Type 2; however, if in the opinion of the Board a Type 2 facility may not function properly due to poor seepage rate or lot condition, a Type 3 facility may be used. This part shall apply to all buildings, public or otherwise, which may be used for dwellings constructed after the effective date of this regulation.
- 3.6 Other dwellings. All other dwellings, not included in the above categories, which are in existence prior to the effective date of this regulation and are using Type 2 facilities, may continue to use such facilities, if they meet the applicable sanitation requirements and pose no immediate water pollution threat or public health hazard. Provided, however, that five years from the effective date of this regulation, the said

facilities are caused to be connected to the public sewer system, if a sewer system is available.

3.7 Absence of public water system. In the absence of public water and sewerage system all toilet and disposal facilities shall be of Type 3.

PART 4. PERMIT REQUIRED

- 4.1 Board approval. No building construction, public or private, may be initiated without first obtaining a permit from the Board providing that the toilet disposal facilities intended to serve such building will be in compliance with Part 3 of these regulations.
- 4.2 <u>Required information</u>. The Board shall require any or all of the following information on the basis of which the determination of granting a permit is made:
- a. Plot plan drawn to scale completely dimensioned, showing direction and approximate slope of surface, location of all present and proposed structures, drainage channels, utilities, roads, streams, and other surface water and sewage facilities in relation to property line and other structures.
- b. Description of the complete installation of toilet and sewage disposal including quality, kind and grade of material, equipment and method of assembly and installation.
- c. A log of soil formation and ground water levels. No building permit, or occupancy permit under any Trust Territory Building Code, if any, shall be issued without prior compliance with these regulations.

PART 5. STANDARDS

- 5.1 Construction. Every cesspool, septic tank system, seepage pit, or privy shall have a substantial and water tight curbing around the top thereof to retain the earth outside, and prevent the seepage of the contents to the surface of the earth. Every cesspool, septic tank, or seepage pit shall be provided with a substantial and water tight cover and shall be provided with a manhole not less than 12 inches for cleaning purposes. All toilet-housing structures shall be constructed of such material as will prevent access to human excreta by rodents, flies or other vectors. Every cesspool or seepage pit where caving is possible shall be lined with concrete building blocks, stones, precast concrete, or similar durable material. Ventilation shall be provided for each toilet facility, to extend outside the building and shall not be less than six feet high, measured from the ground level.
- 5.2 <u>Location</u>. No cesspool, septic tank system, seepage pit, or privy (outside benjo) shall be located, constructed or maintained so as to contaminate any potable water supply, and in no case shall any cesspool, septic tank system, seepage pit or privy be located at a horizontal distance of less than fifty feet from any river, creek, pond, reservoir, stream, well, spring, or body of water. No cesspool, septic tank system, seepage pit, or privy shall be constructed or maintained less than five feet from the boundary line of the property.

PART 6. INSPECTION BEFORE COVERING REQUIRED

6.1 No cover shall be placed over any cesspool, septic tank system, seepage pit, nor a privy be put in use until it has been inspected and approved by the Board or its authorized representative.

PART 7. ADDITIONAL REQUIREMENTS

7.1 All toilet seats shall have a close-fitting cover. During use all non-water carriage excreta disposal pits shall be covered from time to time with earth or lime to exclude flies and prevent odor. Each cesspool, septic tank, or seepage pit shall be properly filled with earth when replaced by an approved new system, and in the case of a privy (outside benjo) shall be sealed with earth when the level of excreta reaches within two feet of the ground surface.

PART 8. DISPOSITION OF SEWAGE AND EXCRETA

8.1 It shall be unlawful to dispose of treated or semitreated sewage or excreta into any river, creek, stream, pond, well, reservoir, body of water, or onto the ground, whether public or private, unless it is clearly shown that such activity is necessary for economic and social value, or for research purposes and that the said activity poses no public health hazard. A special permit shall be required from the Trust Territory Environmental Protection Board for each such activity.

PART 9. MAINTENANCE AND RESPONSIBILITIES

9.1 Toilets and sewage facilities shall be maintained at all times in good repair and in a clean and sanitary condition. The owner of the property is primarily responsible for the structural completeness, good repair, and maintenance of toilet and sewage facilities in conformity with applicable sanitation regulations.

PART 10. REPAIR OR REPLACEMENT

10.1 Any toilet and sewage disposal facility, cesspool, septic tank, seepage pit, or privy which fails to comply with the provisions of these regulations, shall be repaired, altered, cleaned, emptied, or removed and replaced by the owner of the property as may be ordered by the Board or its authorized representative.

PART 11. VIOLATIONS AND PENALTY

11.1 When an investigation reveals that in the course of new construction, the toilet and sewage and/or excreta disposal facilities have been constructed or altered in violation of any provision of the construction permit or of these regulations, the Board shall issue an order to cease and desist and direct that those persons not complying with the requirements of these regulations a) comply forthwith, b) in the event of a threatened violation, take appropriate remedial or preventive action.

The Board or its designated representative may, whenever it is necessary for the purposes of these regulations, enter any establishment or upon any property, at reasonable times, for the purposes of inspection or obtaining information to carry out the purpose of these regulations.

- 11.2 Public hearing for consideration of issuance of a cease and desist order shall be conducted by the Board, adequate notice of which and opportunity to appear and be heard at which shall be afforded to all interested persons.
- 11.3 Cease and desist orders of the Board shall become effective and final as to the said Board upon issuance thereof. Copies shall be served forthwith by registered mail upon the person being charged with the violation of the requirements and upon other affected persons who appeared at the hearing and requested a copy.
- 11.4 Any person who may be adversely affected by the enforcement of any standard policy, permit or these regulations and who alleges its invalidity, may file a petition for a declaratory judgment thereon addressed to the Trial Division of the High Court in the district where the petitioner is a resident.
- 11.5 Any person who violates any provisions of these regulations shall be subject to a civil penalty not to exceed \$1,000 per day of such violation. Such sums shall be paid to the Treasurer of the Trust Territory for credit to the General Fund of the Congress of Micronesia.

The Attorney General or his designated representative, upon request of the Board, shall petition the Trial Division of the High Court for a judgment assessing damages.

PART 12. EFFECTIVE DATE

12.1 These regulations shall become effective when published in adopted form in the Territorial Register.

Proposed Addendum to Port Regulations Government of the Northern Marianas

January 7, 1977

ADMINISTRATION POLICY OF THE GOVERNMENT OF THE NORTHERN MARIANAS

PORT REGULATIONS

There is hereby established, as follows, in the Northern Marianas Port Regulations, a section entitled "off-hour services" to provide for payment of such service performed by the Office of the Port Director for the benefit of ship operating companies and/or agents during non-working hours, including Saturday, Sunday, and Holidays.

SECTION 46. OFF-HOUR SERVICE:

All ship operating companies and/or agents requiring the service of the Office of the Port Director after regular working hours or on Saturdays, Sundays and Holidays, shall be assessed a service fee as follows:

- A. Minimum Charge: A minimum service fee of \$40.00 shall be assessed for the first two hours or fraction thereof. Service time shall commence upon receipt of service request until the completion of the required service.
- B. Additional Charge: If the service time extends beyond two hours a fixed rate of \$15.00 shall be assessed for each additional hour or fraction thereof.
- C. Exemption: U.S. Military ships and TTG Field Trip vesses are exempted from payment of off-hour service fee.

This Addendum shall become effect on April 1, 1977.

Ewin D. Canham

Erwin D. Canham
Resident Commissioner
Government of the Northern Marianas