

**ARTICLE XII-A - WORKLOAD, SCHEDULING AND COURSE ASSIGNMENTS,  
MASSACHUSETTS MARITIME ACADEMY**

**A. WORKLOAD OF PROFESSIONAL MARITIME FACULTY**

**1. General Provisions**

The workload of all persons employed as Professional Maritime Faculty at the Massachusetts Maritime Academy shall be determined in accordance with the provisions of this Section A and such other provisions of Article XII as are of application to faculty.

The workload of Professional Maritime Faculty shall consist of (1) teaching workload; (2) training and instructional duties; (3) preparation for classroom, laboratory and other instruction; (4) student assistance, including academic advising; (6) continuing scholarship (as described in the provisions of Article VIII); and (7) activities undertaken by a member of the Professional Maritime Faculty pursuant to his/her responsibilities as a professional and the terms of this Agreement, including those in the following areas:

- a. participation as a professional in public service;
- b. participation in and contributions to the improvement and development of the academic programs or academic services of the Academy; and
- c. participation in and contributions to the professional growth and development of the university community.

In addition to the foregoing, each member of the Professional Maritime Faculty has the obligation, to participate during the freshman orientation program; to maintain a proper uniform; to enforce the regulations for the correction and disciplining of cadets; to engage in activities in his/her specialized field; to carry out committee assignments in accordance with the provisions of this Agreement; and to attend such university functions as faculty meetings, convocations and commencement.

Professional Maritime Faculty shall be permitted to place their license in continuity.

Additional duties shall not significantly increase the nine (9)-month workload unless mutually agreed to by all parties.

**2. Teaching Workload and Academic Advising**

During any academic year, each member of the Professional Maritime Faculty shall be assigned teaching workload and academic advising, subject to and in accordance with the provisions of subsections 2, 3 and 4 of Section A of Article XII of this Agreement.

Except as is expressly provided in this Agreement, participation by any unit member in the annual Sea Term or in any like training program shall not be computed in semester hours of credit of instruction irrespective of whether any student or students are awarded academic credit for such participation.

### 3. Maritime Responsibilities

During any period in which a member of the Professional Maritime Faculty has not been assigned teaching workload and academic advising (but excluding any period in which a member of the Professional Maritime Faculty has elected not to participate in the annual Sea Term), the Vice President may assign the following duties to such member of the Professional Maritime Faculty, which duties, except under unusual circumstances, are to be performed between 0800 and 1630 hours, Monday through Friday:

- a. professional development undertaken for any of the following purposes:
  - i. learning recent developments in the commercial marine industry either at sea or ashore;
  - ii. upgrading a United States Coast Guard license;
  - iii. studying for an advanced degree;
  - iv. engaging in job-related research;
  - v. engaging in course preparation and upgrading; and
  - vi. attending professional schools or seminars;
- b. special Navy active duty assignments in the marine field.

### 4. Work Year

All Professional Maritime Faculty shall be employed to work during the Academy's academic year.

### 5. Sea Term Status

#### a. Sea Term Service

The President of the Academy, in consultation with the Master of the Training Ship, will determine the complement of Professional Maritime Faculty required for the Sea Term.

#### i. Blue and Gold

##### (A) Definition

“Blue and Gold” or “Blue-Gold” shall refer to the obligation to participate in no more than one (1) Sea Term in each alternating year over a period of six (6) years.

“Blue” years shall be odd-numbered calendar years starting with calendar year 2001. “Gold” years shall be even-numbered calendar years starting with calendar year 2002.

Blue and Gold shall include the requirement to participate, in the Professional Maritime Faculty member's obligatory year, in the Basic Safety Training portion (approximately five (5) days) of the freshmen orientation period (held the last two (2) weeks of August).

Professional Maritime Faculty shall have the option to renew Blue-Gold status after completion of their Blue-Gold obligation. Renewal shall be for a six (6)-year period. If a Professional Maritime Faculty member chooses not to renew Blue-Gold status, his/her salary shall retain the thirteen percent (13%).

Professional Maritime Faculty who elect to renew their Blue-Gold status shall do so by giving to the President of the Academy written notice of their election on or before the June 30 preceding the expiration of their then-current Blue-Gold status.

- (B) All tenured and tenure-track faculty appointed as, who transfer into the, or who agree to have their designations changed to Professional Maritime Faculty, with effect on or after July 1, 2000 (including any person so appointed pursuant to Article XX, Section M), will be required to participate in the Sea Term on a Blue-Gold basis for their first twelve (12) years of employment after such appointment, transfer or change in designation. The minimum starting salary for each such Professional Maritime Faculty shall be fifteen percent (15%) above the minimum salary as computed in Article XIII-A. The effective date of a transfer into, or change in designation to, Professional Maritime Faculty shall be the September 1st following the approval of such transfer or change in designation, and the faculty member shall have his/her salary increased by fifteen percent (15%) effective such September 1st. Upon completion of their Blue-Gold status, Professional Maritime Faculty will retain the fifteen percent (15%) adjustment until retirement.
- (C) During any calendar year in which seven (7) or more members of the Professional Maritime Faculty on Blue-Gold status participate in the Sea Term (i) from the Engineering Department and/or (ii) from the Marine Transportation Department, the Academy can require no more than one (1) full-time temporary member of the Professional Maritime Faculty (i) from the Engineering Department in the one case and/or (ii) from the Marine Transportation Department in the other case, to participate in the annual Sea Term during such year. During any calendar year in which fewer than seven (7) members of the Professional Maritime Faculty on Blue-Gold status participate in the annual Sea Term (i) from the Engineering Department and/or (ii) from the Marine Transportation Department, the

Academy can require no more than two (2) full-time temporary members of the Professional Maritime Faculty (i) from the Engineering Department in the one case and/or (ii) from the Marine Transportation Department in the other case, to participate in the annual Sea Term during such calendar year.

The Academy shall, no later than October 31 of each year, give to full-time temporary Professional Maritime Faculty notice of whether they will be obliged to participate in the annual Sea Term the following calendar year. The possibility of serving on Sea Term must be within the Professional Maritime Faculty' job description when hired.

Full-time temporary Professional Maritime Faculty having a Sea Term obligation under this subsection shall be compensated for their Sea Term service in accordance with the following subparagraph (ii).

- (D) Any person other than a member of the Professional Maritime Faculty who is employed at the Academy as a tenured or tenure-track member of the bargaining unit and who secures a United States Coast Guard Merchant Marine License of the kind described in Article XX-A, Section B, may, then or thereafter, make to the President of the Academy a request in writing that he/she have his/her designation changed to that of a Professional Maritime Faculty. If the President grants the request, he/she shall do so in writing and, when doing so or as soon thereafter as is practicable, shall fix the effective date of the change in designation. Any change in designation when granted shall be subject to the provisions of this subparagraph (i) that pertain to appointments, transfers or changes in designation of Professional Maritime Faculty that are granted on or after July 1, 2000, but shall not affect any then-accrued seniority (including seniority that pre-dates July 1, 2000) or eligibility for tenure or any like entitlement.

ii. Sea Term Participation outside Blue-Gold

Full-time temporary Professional Maritime Faculty who are not obligated to participate in an annual Sea Term, Professional Maritime Faculty who have not elected to participate in Blue-Gold, and Professional Maritime Faculty who, while in Blue-Gold, are in "off years" shall not be required to participate on any Sea Term or to conduct Basic Safety Training. Any member of the bargaining unit, including any such Professional Maritime Faculty, may apply to participate on a Sea Term and, if hired to do so during the academic year 2009-2010 or thereafter, shall be paid a stipend equal to the amount then payable pursuant to Article XIII, Section H(3), to a part-time member of the faculty for the teaching of six (6) credits.

iii. Additional Compensation

If the annual Sea Term is delayed so that it extends beyond June 30, or if the Sea Term lasts longer than sixty (60) days, additional prorated stipends and/or salaries shall be paid to all participants for each day beyond June 30 or beyond the sixtieth (60th) day.

iv. Absences during Required Sea Terms

(A) General

This subparagraph is intentionally left blank.

(B) Absence during Sea Term

Any member of the Professional Maritime Faculty who, while on Blue-Gold status, fails for any reason, other than those who qualify under the Family and Medical Leave Act (FMLA), Massachusetts Paid Family Medical Leave or are on active military duty, to participate in the whole or any portion of a Sea Term in which he/she is otherwise obligated to participate shall participate in the whole or corresponding portion of a substitute Sea Term. Professional Maritime Faculty shall be allowed to use their paid leave, the sick leave bank, and will not have to repay either their paid leave or sea term days.

(1) Leaves (Not at the Discretion of the President)

(a) Substitute Sea Term

In the event that a member of the Professional Maritime Faculty is absent, except for those who qualify under FMLA and/or Massachusetts PFMLA or who are on Active Duty, from the whole or any portion of a Sea Term by virtue of taking a leave to which he/she is entitled by law or by the terms of this Agreement, he/she shall be required to complete the whole or corresponding portion of a substitute Sea Term within a six year period. The time must be mutually agreeable between the faculty member and the administration.

(2) Deferrals (at the Discretion of the President)

A member of the Professional Maritime Faculty on Blue-Gold status may make to the President a written request to defer his/her participation in the whole or any portion of a Sea Term in which he/she is otherwise obligated to participate. The President may grant such request at his/her sole discretion. If the request is granted, the

member of the Professional Maritime Faculty granted the deferral shall not be required to use any paid or unpaid leave, but shall participate in the whole or corresponding portion of a substitute Sea Term in the year or, alternatively, within the period of years fixed by the President at the time the request is granted. Unless such deferral is granted during either of the final two (2) years of a faculty member's Blue-Gold status, participation in the whole or corresponding portion of a substitute Sea Term shall be scheduled during the then-current period of such status.

(C) Refund of Moneys to the Commonwealth

Whenever a member of the Professional Maritime Faculty shall have failed for any reason to participate in the whole or corresponding portion of a substitute Sea Term in the manner required by clause (B), he/she shall refund to the Commonwealth a sum equal to thirty percent (30%) of his/her annual salary rate as of the date of the absence from the Sea Term, prorated according to the amount of the Sea Term that was missed. This amount shall be further prorated based on the individual's Blue-Gold cycle as illustrated in clause (D). If the faculty member shall have ceased for any reason to be a member of the Professional Maritime Faculty before he/she shall have refunded to the Commonwealth the whole of the sum described above, the Commonwealth shall be entitled, by set-off or otherwise, to recover such sum or any unpaid balance thereof.

(D) Blue-Gold Cycle

The following are meant to be illustrative rather than exhaustive examples of how clause (C) is to be interpreted.

**Example 1:** A member of the Professional Maritime Faculty is hired on September 1, 2023, with a salary of \$60,000 and is assigned to Blue (i.e., obligatory participation on the Sea Term in odd-numbered years). His/her first Sea Term obligation is in 2025, but he/she resigns after the end of his/her first academic year. Twenty-six percent (26%) of \$60,000 is \$15,600, however, this amount is prorated by fifty percent (50%) since the Blue-Gold obligation runs on a two-year cycle and the member was employed only fifty percent (50%) of that two-year cycle. Hence, the amount owed to the Commonwealth is \$7,800.

**Example 2:** A member of the Professional Maritime Faculty is hired on September 1, 2023, with a salary of \$60,000 and is assigned to Gold (i.e., obligatory participation on the Sea Term in even-numbered years). His/her first Sea Term obligation is in 2024. The member misses thirteen (13) days of the fifty-two (52)-day Sea Term in 2024. The member resigns after the end of his/her first academic year. Twenty-six percent (26%) of \$60,000 is \$15,600, however, this amount is prorated by 50% to \$7,800 since the Blue-Gold obligation runs on a two-year cycle and the member was employed only 50% of

that two-year cycle. However, this amount is further prorated by twenty-five percent (25%) since the member only missed twenty-five percent (25%) of the obligatory Sea Term. Hence, the amount owed to the Commonwealth is \$1,950.

**Example 3:** A member of the Professional Maritime Faculty is hired on March 1, 2023, and is assigned to Gold (i.e., obligatory participation on the Sea Term in even-numbered years). The member's first Sea Term obligation is in 2024. In 2024 the member requests and is granted a deferral until the end of the 2029 Sea Term. The member makes his/her obligatory Sea Terms in 2026 and 2028, but then resigns at the end of the 2027-2028 academic year, never having made up the Sea Term deferred from 2024. The member's salary during the 2027 Sea Term was \$75,000 and the member's salary when he/she resigned was \$80,000.

The member was employed for five and one-half (5.5) years and made two (2) of the three (3) obligatory Sea Terms. The last opportunity to participate in a substitute Sea Term was in 2027, so the salary used to compute the amount owed to the Commonwealth is \$75,000, not \$80,000. Twenty-six percent (26%) of \$75,000 is \$19,500. However, the Blue-Gold obligation runs on a two-year cycle and the member fulfilled two (2) of the two-year cycles. The member was only employed seventy-five percent (75%) of the two-year cycle for the substitute Sea Term, hence the \$19,500 is prorated by seventy-five (75%) to \$14,625.

b. Training Coordinators

No later than April 15 of each year the Vice President shall notify the Sea Term Council, if such council has been formed by the President, which of the majors and programs, in addition to Marine Transportation and Engineering, will have training programs on board the forthcoming Sea Term. The Vice President shall notify the Department Chairs of those departments having majors or programs that will be providing training on the forthcoming Sea Term that the Training Coordinators will need to be elected.

Subject to the approval of the Vice President, members of those departments having majors or programs providing training during the Sea Term will elect a suitably qualified member from each of their respective departments, for each such major or program, to serve as the Training Coordinator for that major or program.

The Training Coordinator will serve, in each case, for the period (excluding the summer intersession) commencing upon appointment and continuing through the conclusion of the Sea Term. Each Training Coordinator shall, in consultation with the Vice President, plan for the forthcoming Sea Term and, in that capacity, serve on board the Training Ship during the Sea Term. Each Coordinator shall receive a stipend equal to the amount then payable to a part-time member of the faculty pursuant to Article XIII, Section H(3), of this Agreement for the teaching of four (4) credits.

c. Working Conditions

i. The duration of the Sea Term obligation is from the day of Sea Term registration to the last day that students receive sea time credit for

United States Coast Guard license requirement purposes not to exceed seventy (70) days.

- ii. A work week shall be based on thirty-seven and one-half (37.5) hours per week, and a work day will be based on seven and one-half (7.5) hours per day, including preparation and administrative time but excluding periods taken for meals. The working day is to be considered any time between 0700 and 1700, Monday through Saturday, unless the captain, VP, and Training Coordinator have priorly arranged night shifts for training purposes. Sunday is considered to be holiday routine., and the only work to be assigned on Sunday is “at-sea watchstanding.”
- iii.
- iv. Duties may include classroom instruction, laboratory instruction, at-sea watch training instructor, lifeboat instructor or Sea Term Training Coordinator, as well as participation in United States Coast Guard required drills.
- v. The employer will be responsible for arranging and payment of travel to the port of engagement (if not Buzzards Bay) and repatriation to the original port of engagement when necessary due to sickness or injury of the unit member while assigned to the vessel.
- vi.
  - (A) Members of the bargaining unit who participate in any Sea Term shall be required to complete the Pre-Sea Term Medical History Form (“medical history form”) included as Section I of this Article XII-A.
  - (B) Approximately six (6) weeks prior to the commencement of the Sea Term the medical history form shall be distributed to unit members who are scheduled to participate in the Sea Term.
  - (C) The unit member shall transmit the medical history form to the Director of Health Services no later than thirty (30) days prior to the commencement of the Sea Term.
  - (D) In the event that a member of the bargaining unit who, less than thirty (30) days prior to the commencement of the Sea Term, is required or elects to participate in the Sea Term, he/she will work with the Director of Health Services, the registered nurse in Health Services or the medical consultant for the Massachusetts Maritime Academy (collectively, “Health Services”) to complete the medical history form prior to departure.
  - (E) Health Services shall review the medical history form for completeness. If the form is found to be incomplete, Health Services may contact the unit member to require that the medical history form be completed.



- (F) One (1) copy of the medical history form may be made by Health Services. The copy or the original medical history form may be kept in Health Services and the copy or the original medical history form may be kept in the sick bay on the Training Ship. The medical history form shall not be otherwise duplicated and shall not be electronically scanned or transmitted.
- (G) The only persons who shall have access to the medical history form are Health Services and the physician on the Training Ship during the Sea Term. Information contained on the form may be disclosed only to other medical personnel and only for the purpose of medical treatment.
- (H) At the conclusion of the Sea Term, and at the request of the unit member, he/she shall receive both copies of the medical history form if he/she received no medical treatment during the Sea Term. The unit member will be required to acknowledge the return of the medical history form(s) by signing a Release of Custody Form upon receipt of the medical history form(s). If a unit member received medical treatment during the Sea Term and requests that the medical history form be returned, Health Services may retain the original form only and the unit member will be provided with a copy of the original form. The Release of Custody Form is included in Section J of this Article XII-A.
- (I) The employer shall negotiate with the Association prior to modifying the medical history form.

d. Accommodations

- i. Each full-time unit member shall be assigned a single-occupancy stateroom. Single-occupancy, single-head staterooms shall be provided as follows:
  - (A) first, to Training Coordinators;
  - (B) second, to Professional Maritime Faculty in their obligatory year on the basis of institutional seniority; and
  - (C) third, to other unit members on the basis of institutional seniority.
- ii. Maintenance of staterooms will be the responsibility of the employer. Each stateroom shall be properly heated, air conditioned, furnished, properly cleaned and have properly functioning sanitary facilities.
- iii. At least thirty (30) days prior to the beginning of any Sea Term, the Master of the Training Ship will identify the single-occupancy and single-occupancy, single-head staterooms available to members of the bargaining unit. The Master of the Training Ship shall assign the staterooms in accordance with paragraph (d)(i) above.

iv. The parties recognize the uncertainties associated with ship availability and the possible impact that vessel changes may have on the Academy's ability to comply with the provisions stated above. Accommodations on ships other than the Training Ship normally assigned to the Academy will be arranged by the Master, in concert with the Training Coordinators, on the basis of institutional seniority.

e. Miscellaneous Provisions

Nothing in the provisions of this Article XII-A shall be deemed to prohibit any member of the Professional Maritime Faculty from being assigned, as part of his/her teaching workload, any course that requires the use and/or operation at sea of any training craft as a laboratory in the teaching of such course. Any such course assignment shall be deemed to be laboratory instruction for purposes of Section A of Article XII.

6. Alternative Professional Responsibilities

Section D of Article XII of the Agreement shall be of application to Professional Maritime Faculty.

B. ACADEMIC YEAR

The Training Ship is an essential component of the educational program of the Academy. The scheduling of the annual Sea Term is dependent upon various factors not within the full control of the Academy. Therefore, the Academy may be required from year to year to schedule the annual Sea Term during the spring months ( May and June) and therefore be required to extend the winter semester by three (3) weeks into the month of April.

Notice of the schedule of the annual Sea Term shall be provided to unit members on or before October 15 of each academic year. Except in cases of emergency, the annual Sea Term shall be held during the scheduled period.

In consideration of these provisions, members of the bargaining unit shall not be required to perform their assigned campus-based duties during the Sea Term.

For members of the faculty at the Massachusetts Maritime Academy the academic year shall be the period described in Section D(1) of Article I; provided, however, that whenever during the term of this Agreement the annual Sea Term is conducted during the period of the academic year, the President of the Academy may extend the academic year to include the fifteenth (15th) working day following May 31st, but excluding therefrom so much of the time allotted for the annual Sea Term as falls within such period.

C. MILITARY CUSTOMS AND OBLIGATIONS

1. Training Environment

The Massachusetts Maritime Academy is committed to training undergraduate cadets in a paramilitary environment in conformity with the Merchant Marine Training Regulations for the time being in effect. All Professional Maritime Faculty employed at the Academy, being customarily called officers and having certain ranks styled on

the model of military ranks, shall become a part of this environment by wearing the uniforms prescribed by the Board of Trustees.

All members of the bargaining unit shall uphold the military code of conduct prescribed for cadets, adhere to the precepts and examples required of officers in a military environment and participate in assigned conduct and aptitude boards prescribed by the Board.

All Professional Maritime Faculty employed at the Massachusetts Maritime Academy are, therefore, required to:

- a. maintain and wear the appropriate Massachusetts Maritime Academy uniform with insignia commensurate with their rank as officers at the Academy; and
- b. adhere to military customs on campus prescribed by the Board.

## 2. Uniforms

The Academy shall supply as necessary the prescribed uniforms. In order to permit each member of the Professional Maritime Faculty to maintain the appropriate uniform as aforesaid, the amount of Five Hundred Dollars (\$ 500.00) shall be paid to each such member of the Professional Maritime Faculty on or before every September 30 to which this Agreement is of application; provided, however, that whenever the Board shall have failed to pay to any member of the Professional Maritime Faculty the aforesaid uniform allowance on or before any September 30th, the said member of the Professional Maritime Faculty shall not be required to wear and maintain the appropriate uniform.

Members of the faculty at the Massachusetts Maritime Academy, other than Professional Maritime Faculty, shall, during the term of this Agreement, be prohibited from wearing any uniform of the kind described above. Such faculty shall wear appropriate seasonal civilian attire in accordance with the practices existing at comparable maritime and naval academies.

## D. RESPONSIBILITIES OF DEPARTMENT CHAIRS

In addition to the responsibilities described at Section A of Article VI of the Agreement, the responsibilities of Department Chairs at the Massachusetts Maritime Academy shall also include the following:

1. serving on any boards and/or commissions; and
2. in the case of the Department Chairs of the departments of Engineering and Marine Transportation (and of any other department in which one (1) or more Training Coordinators is required for any Sea Term), assisting the Training Coordinators in the development of a coordinated training plan for annual Sea Terms that involve the training of cadets; such plan shall be prepared under the direction of the Vice President.

## E. MASTER AND CHIEF ENGINEER OF THE ACADEMY TRAINING SHIP

Nothing in this Agreement shall be deemed to prohibit the Academy from appointing, at its discretion and with the agreement of the person so appointed, any member of the bargaining unit to serve as Master of the Training Ship or as its Chief Engineer, and no provision of this Agreement shall be deemed to govern any such appointment or the terms and conditions upon which it is made or held.

Any person who is otherwise a member of the bargaining unit shall nonetheless be deemed not to be a member of the bargaining unit during any period in which he/she is serving as Master of the Training Ship or as its Chief Engineer during the Sea Term.

F. TRAVEL CONDITIONS

When traveling at the request of the Academy, unit members employed at the Academy shall be provided reasonable advance notice. If a unit member is traveling at the request of the Academy a distance greater than five hundred (500) miles, the Academy shall make arrangements for travel by air.

G. FEDERAL REGULATIONS

1. Changes in Federal Regulations

The Massachusetts Maritime Academy and cadet training at the Massachusetts Maritime Academy have been and continue to be regulated in part by the federal government.

The United States is a party to the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, 1978, as amended in 1995 (STCW Convention), and continues to develop and implement regulations known as the STCW Code. The STCW Code codifies certain certification aspects of cadet training at the Massachusetts Maritime Academy. STCW requirements shall not substantially or significantly increase the workload of bargaining unit members. The Academy shall immediately notify the Chapter President of any new STCW requirements.

Classroom records required to be maintained under the STCW Code shall be maintained by Professional Maritime Faculty members during the semester in which such records are required to be made. At the conclusion of each semester, custody of such records shall be transferred to the Department of Mariner Credentialing.

2. Certification Training

All training and certification required under the STCW Code for license renewal shall be offered at the Massachusetts Maritime Academy and shall be made available at no cost to Professional Maritime Faculty members on Blue and Gold status and full-time temporary faculty members hired with a Sea Term obligation. Such training and certification shall be scheduled at mutually agreeable times. The cost of renewals, medical certificates, and TWIC cards shall also be provided at no cost to Professional Maritime Faculty members. The employer shall accommodate the necessary rescheduling of classes and/or provide the necessary resources to allow Professional Maritime Faculty members on Blue and Gold status the opportunity to participate in this training. For all other Professional Maritime Faculty, the cost of training shall be in accordance with the tuition and fee benefits as provided in Article IV.

3. Drug Testing

All unit members successfully passing a chemical test for dangerous drugs will be issued a “Drug-free Certificate” by the United States Coast Guard-approved administering agency.

H. LOSS OF LICENSE FOR MEDICAL REASONS

A Professional Maritime Faculty member who is unable to maintain an active United States Coast Guard Merchant Marine License due to medical reasons shall be provided a pathway for tenure and promotion while retaining Professional Maritime Faculty status.

If a Professional Maritime faculty member described in the preceding paragraph is on Blue-Gold Sea Term status, then he/she shall be removed from Blue-Gold status and have his/her salary reduced by fifteen percent (15%). The salary reduction shall be computed on the basis of the two-year Sea Term and freshmen orientation cycle, prorated by the proportion of the duties completed, and otherwise in compliance with subparagraphs (C) and (D) of Section A(5)(a)(iv) of this Article XII-A.