

AGREEMENT
Between CNO and the
IOMM&P

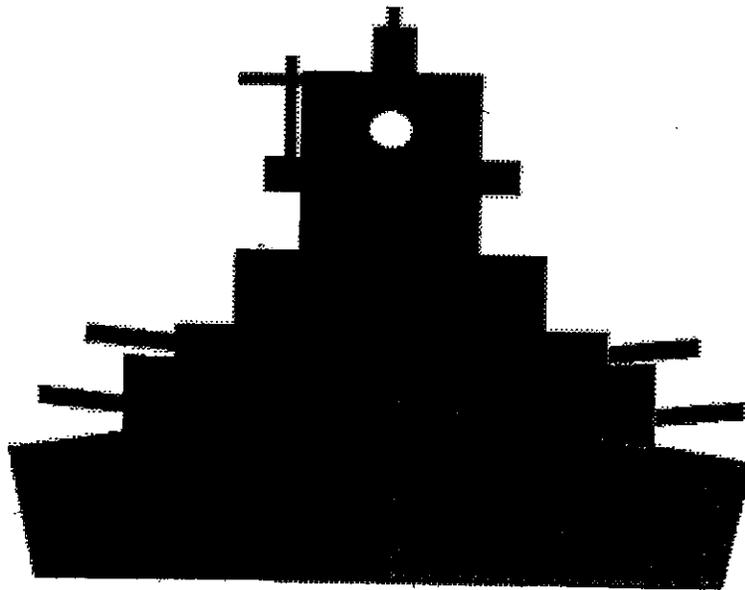


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PREAMBLE

THIS AGREEMENT is made by and between the United State Navy, Chief of Naval Operations, hereinafter referred to as the Employer and the International Organization of Masters, Mates and Pilots, AFL-CIO, hereinafter referred to as the Organization.

WITNESSETH

In consideration of the mutual covenants herein set forth, the parties hereto intending to be bound hereby agree as follows:

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal Service and the well-being of employees within the meaning of Title 5 U.S.C.; to establish a basic understanding relative to personnel policies, practices and procedures, and matters affecting other conditions of employment; and to provide means of discussions and adjustment of matters of mutual interest and concern, and

WHEREAS, the Organization agrees to encourage efficient work habits on the part of all employees in the unit and to support the Employer in achieving its mission while promoting the development of goodwill between employees and management,

WHEREAS, the Employer and the Organization hereby agree to establish a Labor-Management Partnership Council (Council), in order to improve efficiency, reduce costs, and empower workers to provide better customer satisfaction. The Council will also enhance morale through improved communications, trust, and working conditions inherent in such an association, as a continuation of an already established excellent relationship.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

RECOGNITION

Section 1 - The Organization has been certified as the exclusive representative of all employees in the bargaining unit as defined in Section 2 below. The Organization recognizes its responsibility of representing the interest of all such employees without discrimination and without regard to Organization membership with respect to grievances, personnel policies, practices and matters affecting working conditions.

Section 2. The Organization is not bound to represent any employee in a grievance who does not petition a legitimate representative of the Organization for such representation and who does not cooperate with the Organization representatives in processing said grievance. Additionally, the Organization is not required to represent any non-member with legal assistance other than as necessary under provisions of law in the negotiated agreement.

Section 3. The unit represented by the Organization to which this AGREEMENT applies is composed of:

All Chief Pilots and Pilots employed by the Department of the Navy under Civil Service appointments, excluding all management officials, other supervisors, confidential employees, employees engaged in Federal personnel work in other than a purely clerical capacity, employees engaged in administering the Statute, employees engaged in intelligence or other security work directly affecting national security, and employees primarily engaged in investigation or audit functions relating to the internal security of the Activity, as described in 5 U.S.C.~7112(b) (2), (3), (4), (6), and (7)

Section 4. Wherever appearing in this AGREEMENT the word "employee" refers only to employees within the unit represented by the Organization.

Section 5. Although each employing activity operates with certain independence from the others, the international composition of this employee unit represented by the Organization requires certain uniform rules regarding conditions of employment which may transcend boundaries, which are described in this AGREEMENT.

ARTICLE II

RIGHTS AND RESPONSIBILITIES OF THE EMPLOYER

Section 1. This AGREEMENT is subject to the following requirements:

a. Management Officials and Supervisors of the Employer retain the right, in accordance with applicable laws and regulations, and as stated in 5 U.S.C. ~ 7106(a) and modified by 7106(b), except as otherwise specified in this AGREEMENT:

(1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency;

(2) in accordance with applicable laws:

(a) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(b) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

(c) with respect to filing positions, to make selections for appointments from:

(i) among properly ranked and certified candidates for promotion; or

(ii) any other appropriate source; and

(d) to take whatever actions may be necessary to carry out the agency mission during emergencies.

b. The Agency agrees to negotiate permissive subjects of 5 U.S.C. 7106(b) (1) in a continued tradition of cooperation between activity management and employed pilots at the activity level. In this latter regard, each activity may address such issues with employed pilots as each activity is uniquely affected. If warranted, an appropriate report may be made to the Labor-Management Partnership Council.

Section 2. The right to make reasonable rules and regulations with due regard to the provisions of this AGREEMENT shall be considered an acknowledged function of the Employer. In prescribing regulations relating to personnel policies and practices and working conditions, the Employer shall have due regard for the obligation imposed by 5 U.S.C. § 7117, and the obligation imposed by this AGREEMENT.

Section 3. To the extent required by law, the Employer shall negotiate with the Organization concerning working conditions or changes in working conditions affecting unit employees, including procedures to be observed by the Employer in the exercise of management rights and appropriate arrangements for employees adversely affected by the exercise of management rights. The Employer shall give the organization reasonable notice and an opportunity to initiate bargaining prior to effecting changes in conditions of employment pursuant to the exercise of management rights.

Section 4. Nothing in this AGREEMENT shall be interpreted as interfering with or limiting the management rights enumerated above unless it is specifically identified in the AGREEMENT as an "appropriate arrangement" within the meaning of 5 U.S.C.

§ 7106(b) (3). Whenever language in this agreement refers to duties of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled. The Employer retains the discretion to determine who will perform the work.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 1. The Employer and the Organization agree that;

a. Nothing in this AGREEMENT requires any employee to become a member of a labor organization, or to pay money to any labor organization, except by voluntary written authorization by a member for the payment of dues through payroll deductions, and;

b. Any employee has the right to become a member of the Organization, subject to the Organization's rules for dues, initiation fees and assessments, and to execute a written authorization for payment of dues through payroll deductions administered by the Employer, and;

c. Any employee has the right to form, join, or assist any labor organization, or to refrain from such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under 5 U.S.C. Chapter 71, such right includes the right:

(1) to act for a labor organization in the capacity of a representative, except where conflict of interest might arise, and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the Executive Branch of the government, the Congress, or other appropriate authorities, and;

(2) to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under 5 U.S.C. Chapter 71.

Section 2. The address of the current CNO Contract Administrator for this contract, as designated by the Chief of Naval Operations (CNO), is:

Thomas D. Randall
CNO Contract Administrator
Human Resources Office, Washington
1014 N Street SE
Building 200-G, Suite 1
Washington Navy Yard
Washington, DC 20374-5050
(202) 433-4946 (DSN 288) (202) 685-0140 (FAX)
Email: thomas.randall@navy.mil

ARTICLE IV

RIGHTS OF THE ORGANIZATION

Section 1. Upon receipt of advance notice by the employing activity that an Organization representative wishes to meet with an employee concerning a matter of representation at the activity, the activity will arrange a suitable place and time for the meeting, which shall not interfere with normal waterfront operations. No special transportation will be provided to Organization representatives, but access to the employee will not be denied because of transportation problems. The Organization shall maintain insurance which will protect the government against claims concerning loss of life or injury occurring to a representative of the Organization while making a visit to the activity.

Section 2. The Organization may designate one employee as its representative at each activity. The Organization will provide to the activity in writing the name of the current representative with a copy to the CNO Contract Administrator. This representative will be allowed a reasonable amount of official time to present grievances on behalf of the activity employees, and to attend meetings called by management, and to perform functions set forth in 5 U.S.C. § 7131(a) and (c)

Section 3. The Organization has the right to be present at any meeting between a representative of the Employer and an employee where the meeting concerns the grievance of an employee as specified in 5 U.S.C. § 7114 (a) (2) (A) and (B). In order to exercise this right to be present, reasonable advance notice of the time and place of the meeting will be given to the Organization. This meeting need not be subsequently delayed on account of the Organization's failure to attend at the scheduled time.

Section 4. The Organization operates a credit union to which employees may designate an allotment of pay as long as such allotment is consistent with regulations concerning designation of pay to financial institutions.

ARTICLE V

PROVISIONS OF LAW AND REGULATIONS

In the administration of all matters covered by the AGREEMENT, officials and employees are governed by applicable law or regulations of appropriate authorities.

ARTICLE VI

LABOR-MANAGEMENT PARTNERSHIP COUNCIL

Section 1. The parties hereby establish a Labor-Management Partnership Council (Council). The Council will address issues which transcend local site matters and which are intended to benefit the DON and the civilian harbor pilot workforce as a whole. The Council will consist of:

Management

1-CNO Contract Administrator
1-OPNAV Representative (0-6)

IOMM&P

1-Headquarters Representative
1-National Representative

Section 2. The Council will meet at least twice every 12 months. Such meetings may be in person or through the use of electronic teleconferencing, at the mutual agreement of the members of the Council. An agenda will be prepared in advance with input from both parties. Additional meetings or teleconferencing may be scheduled with the consent of both parties to resolve mutually agreeable items of crucial concern. The purpose of such meetings will be to discuss labor-management interests to improve services, reduce costs, improve operations, effect alternate dispute resolution (APR), and any other matters which impact on Department of the Navy mission operations and/or civilian harbor pilot conditions of employment.

Section 3. Parties will take turns hosting Council meetings with the hosting party making arrangements for space, equipment needed, and for preparing the agenda in advance from information provided by both parties.

Section 4. It is agreed that local grievances will not be considered by the Council. However, the Council may refer matters appropriate for labor-management negotiations to those parties responsible.

ARTICLE VII

DISABILITY EXAMINATIONS

When an employee is considered to be unable to perform his job on a continuing basis due to disability, the employee or the Employer may initiate a disability retirement application. In either case, the Employer will adhere to the regulations of the Office of Personnel Management (OPM) in processing the application. The Employer and the Organization recognize that the OPM is the deciding authority on applications for disability retirement.

ARTICLE VIII

DISCIPLINARY ACTIONS

Section 1. Disciplinary actions are corrective in nature and any penalties imposed will be to promote the efficiency of the service and not as retaliation. For the purpose of this section, retaliation means the imposition of discipline on an employee in direct reprisal for the filing of a grievance by the employee.

Section 2. The Organization has the right to represent employees at any stage of disciplinary action proceedings. The Employer will give prompt attention and due consideration to information received from the Organization and will answer Organization inquiries regarding disciplinary actions.

Section 3. As much advance notice as is reasonably possible will be given an employee against whom disciplinary action is considered, with a minimum of ten (10) calendar days written notice in advance of suspensions or removals, and minimum of one (1) calendar day oral notice for letters of reprimand.

Section 4- Discipline must be timely. If disciplinary action is not initiated within thirty (30) calendar days of the event giving rise to it, or thirty (30) calendar days following completion of an investigation of such an event, the Employer will provide the Organization with specific reasons why such delay was necessary. In the event of unusual delay due to such investigation, the Organization may request proof that such delay had been, indeed, necessary and be provided with such proof by the Employer.

Section 5. Discipline will be effected only for just cause.

Section 6. If disciplinary action is proposed against a pilot regarding his performance during the movement of a vessel, the pilot may ask for and be provided with a copy of the ship's log book for the period during which he performed piloting duties aboard the vessel.

ARTICLE IX

GRIEVANCE AND ARBITRATION PROCEDURES

Section 1. The Employer and the Organization recognize the importance of settling disputes, disagreements and misunderstandings promptly, fairly, and in a manner that will maintain the self-respect of the employee and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest possible level of supervision.

Section 2. A grievance is a complaint:

a. by a bargaining unit employee concerning a matter relating to the employment of the employee; or

b. by the Organization concerning a matter relating to the employment of a unit employee; or

c. by a bargaining unit employee, the Organization, or the Employer concerning:

(1) the effect or interpretation or claim of breach of this AGREEMENT; or

(2) any claimed violation, misinterpretation, or misapplication of a law, rule or regulation affecting conditions of employment;

d. except that it shall not include a grievance concerning:

(1) any claimed violation relating to prohibited political activities; or

(2) retirement, life insurance, or health insurance; or

(3) a suspension or removal for National Security reasons, Sec. 7532; or

(4) any examination, certification or appointment; or

(5) the classification of any position which does not result in the reduction in grade or pay of an employee; or

(G) termination or separation of an employee during a trial or probationary period.

e. The above definition specifically includes an appeal of a disciplinary action as a grievable action.

Section 3. An aggrieved employee affected by an adverse action, a removal or reduction in grade based on unacceptable performance, or a prohibited personnel practice involving alleged discrimination as defined in 5 U.S.C. § 2302(b) (1), may raise the matter under this grievance procedure or the statutory appellate procedure, but not both. An employee shall be deemed to have exercised the option under this Section when the employee files a notice of appeal under the appellate procedure, or files a grievance in writing under this grievance procedure. Selection of the negotiated grievance procedure in no manner prejudices the right of an aggrieved employee to request the Merit Systems Protection Board (MSPB) to review the final decision pursuant to 5 U.S.C. § 7702, in the case of any personnel action that could have been appealed to the MSPB (discrimination)

Section 4. Disputes over the grievability or arbitrability of a matter under the procedures described in this AGREEMENT will be submitted to arbitration.

Section 5. Except as noted in Section 7 below~ a grievance must be presented within fifteen (15) calendar days of the date of the event which causes the party to be aggrieved. Failure of the grievant to proceed with a grievance within any of the time limits specified in this Article shall render the grievance void or settled on the basis of the last decision issued on the grievance. Failure of the party receiving a grievance to respond within any time limits specified in the Article shall allow the grievant to advance the grievance to the next step in procedure. By mutual agreement between the Employer and the Organization, any time limits may be extended.

Section 6. EMPLOYEE AND ORGANIZATION GRIEVANCES: Except as noted in Sections 7 and 8 below, the following procedures are to be followed by a unit employee concerning a matter related to his or her employment or by the Organization concerning a matter relating to the employment of a unit employee, or by the Organization for a local grievance. Any unit employee or group of employees may present a grievance under this Section and have the grievance adjusted without the assistance of the Organization, but any such adjustment will not be inconsistent with this AGREEMENT, and the Organization may be present at any hearing regarding such adjustment if the Organization so requests. An employee electing adjustment without Organization assistance will represent himself. If an employee so elects in writing to the Organization, the Organization will prepare and present the grievance in his behalf.

STEP 1. In the event a complaint or disagreement arises, the matter will first be discussed by the aggrieved party with the first level non-bargaining unit supervisor. The aggrieved party will, within the time frame established in Section 5 of this Article, clearly communicate to the supervisor that a grievance exists. The supervisor will investigate the matter to the extent necessary and will provide an answer on the grievance to the aggrieved party within fifteen (15) calendar days after the date of notification of the grievance.

STEP 2. If the grievance is not satisfactorily settled by the answer rendered at Step 1, and the aggrieved party desires further consideration of the matter, the grievance will be reduced to writing and submitted to the department head within ten (10) calendar days of the date the Step 1 answer was issued. The written grievance will set forth the basis for the grievance; will specify the Article(s) and Section(s) of this AGREEMENT alleged to have been violated; and will state the corrective action desired to resolve the grievance. Matters not identified

as part of the grievance at this point may not be raised at any later point in the grievance or arbitration process without mutual consent of the parties to this AGREEMENT. Within fifteen (15) calendar days of receipt of the written grievance, the department head will either meet with the aggrieved party or will issue to the aggrieved party a decision on the grievance. If a meeting with the aggrieved party is held, a decision will be issued with ten (10) calendar days of this meeting.

STEP 3. If the decision rendered at Step 2 does not resolve the grievance, the aggrieved party may, within seven (7) calendar days of that decision, submit a written grievance to the Commanding Officer (CO) of the employing activity. Included with the grievance will be a copy of the Step 2 decision. The CO or his representative may choose to meet with the aggrieved party or issue a written decision on the grievance within fifteen (15) calendar days of receipt thereof. If a meeting has been held with the aggrieved party, the CO will issue the final decision on the grievance with ten (10) calendar days of the date of that meeting.

STEP 4. If the Organization is not satisfied with the decision at Step 3, it may choose to either invoke arbitration or, in the case of a grievance over a disciplinary action, first contact the CNO Contract Administrator. In the latter case, the matter will be looked into by the Employer's representative and the results communicated to the Organization within fifteen (15) calendar days. If the Organization is still not satisfied, it may then invoke arbitration within thirty (30) calendar days.

Section 7. The following procedures are to be followed by an aggrieved employee alleging discrimination, as described in 5 U.S.C. § 2302(b) (1), in an employment matter under the control of the Employer:

STEP 1. The aggrieved party will contact an Equal Employment Opportunity (EEO) Counselor of the employing activity within forty-five (45) calendar days of the date of an alleged discriminatory act. The EEO Counselor will make an inquiry into the matter raised by the aggrieved party and attempt to bring about an informal resolution of the matter with management officials of the employing activity. If resolution has not been achieved by thirty (30) calendar days of the date the aggrieved employee made contact with the EEO Counselor, the aggrieved employee will be advised of the right to file a complaint of discrimination. Within fifteen (15) days of receipt of a notice of final interview, the aggrieved employee must elect to pursue the matter under the discrimination complaint process, as described in Department of the Navy (DON) regulations, or to pursue the matter under this Grievance Procedure as described at Step 2 below.

STEP 2. Within fifteen (15) calendar days of receipt of the notice of the right to file a complaint of discrimination, the aggrieved employee must submit the grievance, in writing, to the CO of the employing activity. The written grievance must clearly state sufficient factual information to allow a judgment to be made on the merits of the grievance and must specify the personal relief the aggrieved employee desires for resolution of the grievance. If a meeting is held, the written decision on the grievance will be rendered within fifteen (15) calendar days of the meeting.

STEP 3. If an arbitrable grievance is not resolved by the CO's decision, the Organization may elect to refer the matter to arbitration. The party referring a grievance to arbitration shall notify the other party within fifteen (15) calendar days of the date the decision is rendered of the intention to invoke arbitration.

Section 8. Arbitration may be invoked either by the Employer or the Organization, but not by the employee himself. When either party feels it necessary to invoke arbitration, he shall first notify the other party, and before arbitration is invoked, the two parties will discuss a last time to mutually work out a settlement short of arbitration. If this effort fails, arbitration will then be invoked by the complaining party within thirty (30) days of this failed effort by the complaining party serving written notice on the other party that arbitration is required. As soon as possible after arbitration has been invoked, the party seeking arbitration will request the Federal Mediation and Conciliation Service (FMCS) to provide a list of five (5) arbitrators. Unless the parties agree on the arbitrator, they shall alternately strike one name from the list until only one name remains, and this person shall be the arbitrator. A hearing will then be held at a mutually agreeable site and time. The fee and expenses of the arbitrator shall be divided equally between the parties. Additional expenses will be borne by the party incurring the expenses. The representative, appellants and necessary witnesses who are unit employees and would otherwise be in a duty status shall be in a pay status without charge to annual leave while participating in the arbitration proceedings. The decision of the arbitrator will be made within thirty (30) days after the conclusion of the hearing and will be final and binding, unless appealed to the Federal Labor Relations Authority (FLRA) under 5 U.S.C. § 7122.

Section 9. The following procedures are to be followed by the Employer or the Organization concerning an alleged violation of this AGREEMENT.

STEP 1. Designated representatives of the Employer and Organization will meet within twenty (20) calendar days of a request from the aggrieved party to meet with the other party.

If the disagreement cannot be resolved at this meeting, the aggrieved party may proceed to Step 2. The meeting may be by telephone.

STEP 2. Within ten (10) calendar days of the Step 1 meeting, the aggrieved party may reduce the matter to writing, setting forth the specified Article(s) and Section(s) of the AGREEMENT involved in the grievance, and submit the written grievance to the party identified above. The recipient of the grievance will render a written decision thereon as soon as practicable, but no later than fifteen (15) calendar days of receipt of the written grievance. If this decision does not resolve the grievance, the aggrieved party may submit the matter to arbitration.

Section 10. ADR may be employed in lieu of the above described grievance procedure with the mutual agreement of management, the Organization, and the aggrieved employee, The 15 day time period for filing a formal grievance following the occurrence of the alleged incident will be extended for the time during which the parties are deciding whether to use ADR.

ARTICLE X

WAGES

Section 1. Wage rates will be paid as established under 5 U.S.C. § 5348(a) which requires that pay of employees be fixed and adjusted from time to time as nearly as is consistent with the public interest in accordance with prevailing rates and practices in the maritime industry. The parties recognize that, in accordance with this provision of law, the Department of Defense (DOD), Civilian Personnel Management Service, Wage Fixing Division, periodically adjusts the wages of Chief Pilots and Pilots.

Section 2. Prevailing rates and pay practices shall be determined by a periodic survey of comparable jobs (Civilian Harbor Pilots) in major workforce ports where DON Civilian Harbor Pilots are employed. Surveys shall be conducted on a three-year cycle with intervening pay adjustments to be determined by the average annual increase to the general schedule.

Section 3. Unit employees whose pay is capped will have recorded the pay they would receive except for the cap.

Section 4. The Organization will be represented and may participate in any wage surveys conducted to determine the pay of Navy Civilian Harbor Pilots, and will be kept informed on the results of such surveys.

Section 5. Salary increases as a result of prevailing rate

surveys will be effected in accordance with DOD instructions. It has been determined that Chief Pilots receive an additional rate of six (6) percent over and above the determined Pilot rate. In addition, pilots are entitled to time and a half for overtime, call-back minimums, holiday premium pay, shift, and environmental differentials.

Section 6. The Employer agrees that, when any law permits additional pay adjustments over caps imposed on prevailing rates applicable to civilian harbor pilots, it will notify the Organization and negotiate the implementation of proper pay changes and other pay matters which may apply.

ARTICLE XI

HOURS OF WORK AND ADDITIONAL COMPENSATION

Section 1. Chief Pilots and Pilots are entitled to overtime pay for work in excess of eight hours in a day or in excess of forty hours in an administrative work week, whichever is the greater number of overtime hours, when such work is officially ordered or approved and is performed by the employee.

Section 2. The Organization may have access to records of overtime work performed by unit employees to verify that overtime work, as far as practicable, has been equitably distributed among pilots at the activity.

Section 3. The Employer recognizes that, due to the equivalency of pay of Chief Pilots and Pilots with United States Naval Officers, Chief Pilots and Pilots on official travel orders are entitled to berthing and messing facilities equivalent to those at the Unaccompanied Officers' Quarters at the temporary duty station. Chief Pilots and Pilots will be considered as equivalent to the O-6 military rank level, and this equivalency will be annotated on travel orders and other official documents where such an equivalency is relevant.

Section 4. At the pilots' work station, the Employer shall maintain adequate space for pilots to rest during long periods in excess of eight hours emergency standby - - couches or bunks, also sufficient stowage spaces to maintain necessary clothing for all weather conditions.

Section 5.

a. Nothing in this section shall limit the Organization from negotiating tours of work for civilian harbor pilots at individual activities in accordance with established laws and regulations. Such negotiations may be done by appointed employee representatives.

from the Organization and local activity management. However, any local agreement negotiated must not be inconsistent with the terms of this AGREEMENT.

b. Activities will record hours that each pilot is placed in an "on-call" status while off duty. Activities will total each pilot's on-call hours monthly and at the end of each calendar year. Pilots may receive their individual records of on-call hours at any time. Upon request, activities will make records of pilots hours in an on-call status available to the Organization and the CNO Contract Administrator.

ARTICLE XII

TRANSPORTATION

Chief Pilots and Pilots shall be entitled to use government transportation in the performance of their duties.

ARTICLE XIII

QUALIFICATIONS, JOB DESCRIPTIONS, PROMOTIONS, VACANCIES

Section 1. The Organization recognizes the Employer's responsibility of determining the work of the employees as defined in Article II, Section 1 of this AGREEMENT. The Organization also recognizes the Employer's responsibility under Article II, Section 3 of this AGREEMENT to negotiate and because the critical nature of a pilot's working conditions requires expert qualifications on the job with the skills of an experienced professional mariner, not only for the pilot's own safety but for the safety of shipping and the public and the marine environment in general, these procedures will followed:

a. The minimum qualifications for serving as Pilot aboard vessels will be based on OPM qualification standards. In considering new hires or promotions, the additional experience and qualifications possessed by pilots who also possess a license as Master of Vessels of Any Gross Tons, Oceans will be considered.

b. Pilot Vacancies/Recruiting

(1) When a Pilot or Chief Pilot vacancy or opportunity for pilot employment occurs at an activity, that activity shall notify the CNO Contract Administrator and the Organization. If the activity decides to fill it with another pilot, the activity shall notify the CNO Contract Administrator and the Organization at the addresses listed below:

THE CNO: Thomas D. Randall
CNO Contract Administrator
Human Resources Office, Washington
1014 N Street SE
Building 200-G, Suite 1
Washington Navy Yard
Washington, DC 20374-5050
(202) 433-4946 (DSN 288)
(202) 685-0140 (FAX)
Email: thomas.randall@navy.mil

THE ORGANIZATION: IOMM&P
Office of President
700 Maritime Blvd.
Linthicum Heights, MD 21090
(410) 850-8700

Mr. Bill Steele
National Representative
Mayport Naval Station
P.O. Box 280131
Mayport, FL 32228
(904) 270-5378
Email:
Jsteele@nsmayport.spear.navy.mil

in sufficient time for the Organization to recommend qualified applicants. In addition, after the activity fills the opening or vacancy, the activity shall notify the CNO Contract Administrator and Organization of the name and address of the hired pilot. Nothing in this provision shall restrict the Employer's ability to meet contingent operational requirements.

(2) The Organization and the Employer agree to exchange any information regarding changes in employment status and vacancy appointments.

c. The CNO Contract Administrator will, on request, provide the Organization with responses relative to the status of specific pilot vacancies.

Section 2. The Employer agrees to provide the Organization with job descriptions different from those previously supplied for each Chief Pilot and each Pilot at each base so employed at the request of the Organization. If the Organization requests, the parties shall meet to negotiate adverse pay or grade impact resulting from changes in a unit employee's job description.

Section 3. A Pilot assigned the duties of a Chief Pilot on a Temporary basis will be temporarily promoted to that position beginning after the fifteenth (15th) calendar day of assignment.

Section 4. It is the practice of the Employer that, if a rating and/or selection recommending panel is convened at an activity to rate applications or make selection recommendations for a vacant Pilot job, a Pilot or Chief Pilot at the activity having the vacant job will be chosen as a member of the rating and selection recommending panel. If both rating and selection recommending panels are convened, a Pilot or Chief Pilot will be chosen as a member of both panels. The Employer reserves the right to change this practice consistent with its right under 5 U.S.C. § 7106(a) (2) (c). The Employer agrees that it will not change this practice without first giving the Organization adequate notice and, if requested, satisfying its bargaining obligations under 5 U.S.C. § 7106(b) (2) and (3).

Section 5. Pilots and Chief Pilots are assigned to activities according to regulations and as the Employer sees a need. The Employer agrees to comply with applicable laws and regulations governing military/civilian staffing of pilot positions. The Employer further agrees not to reduce the number of pilots at existing activities without notifying the Organization and negotiating impact and implementation upon request. The Employer agrees to consider recommendations by the Organization about Civil Service Pilot billets at activities without such billets and to negotiate about them to the extent required by law.

Section 6. The Employer agrees that civilian pilot billets will be replaced by military pilot billets only for legitimate reasons.

ARTICLE XIV

LEAVE

Section 1. Each employee has the right to use accrued annual leave, subject to the right of the employee's supervisor to determine when the annual leave will be used. Decisions to grant or deny annual leave or sick leave will be related to anticipated work needs. Denial of annual or sick leave will be in writing with reasons given therefore.

Section 2. In the event of a bona fide, documentable emergency, an employee may request annual or sick leave by telephone. In such case, if physically possible, the employee shall request leave of his supervisor at least four hours prior to the start of the employee's tour of duty and subsequently present proof of emergency, if requested.

Section 3. Unless an employee is on written notice that all instances of sick leave must be supported by a doctor's certificate, an employee shall not be required to submit a doctor's certificate; except, at the Employer's option, when the employee has been on sick leave for a period in excess of three continuous work days, it may be required.

Section 4. If, due to an exigency of the public business, an employee cannot use accrued leave, then the leave will be carried over for future use within the next two years as provided for by regulations.

Section 5. In accordance with Federal Regulations, the calculation of leave taken by pilots will be calculated in quarter hours.

Section 6. If, due to an unforeseen circumstance, an employee on approved leave is recalled to return to official duty and it would be unreasonable to require the employee to assume added travel expenses return to the official duty station, the Employer agrees to reimburse the employee for return travel expenses as allowed by the Joint Travel Regulations and decisions of the Comptroller General.

ARTICLE XV

TRAINING

Section 1. The Employer will sponsor training of a unit employee when the training is related to the employee's current work assignment and related to maintaining current qualifications, and when the Employer determines training is necessary. Although the source of training will be determined by the Employer, Organization schools will be considered for use as well as government and private schools. The training may include extension of route, radar renewal, and ship handling simulator training as appropriate.

Section 2. Any unit employee who desires to upgrade or extend his license, which is not required by his present assignment, but which relates to a future Navy requirement, may be granted annual leave or leave without pay to do so and may receive tuition payment according to regulation.

Section 3. Insofar as possible within operating requirements and consistent with economical operations and with the approval of activity command and vessel COs, the Employer will allow all Pilots to make arrangements for and participate in observer voyages aboard government vessels (but not limited thereto) in order for pilots to gain necessary trip requirements for license advancement or extension of route.

Section 4. The employer agrees to pay Pilot and Chief Pilot expenses for required professional credentials, including expenses for professional accreditation, State imposed and professional licenses, and professional certification; and examinations to obtain such credentials, as provided for by 5 U.S.C. 5757. The Employer and the Organization will identify agreed upon requirements which may vary based on different requirements at

individual duty stations. A copy of the agreed upon list of credentials approved for payment is provided in Appendix A.

ARTXCLE XVI

WITHHOLDING OF ORGANIZATION DUES

Section 1. The following will be executed and administered through the payroll office servicing the employing activity. Effective with the first pay period occurring after the effective date of this Agreement, the Employer shall deduct Organization dues from the pay of unit employees who voluntarily authorize such deductions on Standard Form (SF) 1187, providing the employee's earnings are sufficient to cover the allotment, that the amount deducted is for regular periodic dues to maintain the employee as a member of the Organization in good standing and not back dues, special assessment, initiation fees or fines, and the Employer will transmit the deductions together with the name and the amount deducted for each person to the Secretary-Treasurer of the Organization at the International headquarters each periodic amount specified on SF-1187.

Section 2. The Organization shall be responsible for acquiring the allotment form, distributing it to the members, certifying to the amount of dues, and keeping the members informed concerning the program for payroll deductions of Organization dues, its voluntary nature, the uses of the required form, and the procedure for revocation of allotments.

Section 3. Deduction of dues shall begin the first pay period which occurs after receipt of the allotment form by the Defense Finance and Accounting Service (DFAS) servicing payroll office.

Section 4. An employee's voluntary allotment for payment of Organization dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

- a. loss of exclusive recognition by the Organization or suspension or termination of the AGREEMENT by appropriate authority outside the Employer; or
- b. separation of the employee from the unit except by temporary promotion or detail; or
- c. upon receipt of notice from the Organization that the employee has been suspended, expelled, or ceases to be a member in good standing.

Section 5. An allotment for the deduction of dues may be revoked by the employee by submitting an SF-1188. Copies of this form may be obtained from and should be returned to the applicable servicing personnel office. The revocation, however, will not become effective until the first full pay period on or after the 1-year anniversary of the employee's initial allotment of dues.

Section 6. The Organization agrees to notify the appropriate servicing personnel office in writing within five (5) workdays when an employee with a current allotment authorization is expelled or ceases to be a member in good standing with the Organization in order that their allotment [or dues may be terminated. The Organization will also send to the appropriate servicing payroll office within five (5) workdays any written revocation of allotment received by the Organization,

Section 7. The Organization will indemnify, save harmless, or take steps requested by the Employer to protect the Employer from any and all claims and disputes by means of its acting hereunder.

ARTICLE XVII

LOCAL LABOR-MANAGEMENT RELATIONSHIP

Section 1. The parties endorse the principle that the labor-management relationship is a local problem solving dialogue between equals and that day-to-day matters which arise at the work site should be addressed at the lowest level of management. In support of this principle, the employee representative of the Organization will communicate directly with individual activities concerning local matters whenever possible. In like manner, activity Management will communicate with designated representatives of the Organization on local matters of mutual interest.

Section 2. Activities with no local officially designated Organization representative may communicate with the assigned pilot(s), or with the National Representative listed in Article xiii, on any matter affecting civilian harbor pilots. Local pilots who communicate with management on such matters will report such contact to the National Representative.

ARTICLE XVIII

CIVIC RESPONSIBILITY

Section 1. Administrative court leave will be granted to employees in accordance with OPM, DOD and DON regulations.

Section 2. Administrative leave for jury duty will be granted employees, so called, and money received for serving jury duty, except that exempted by applicable regulations, will be delivered to the Employer.

Section 3. On election days, employees may be excused from work up to three (3) hours, when absentee voting is not possible and polls are not open before or after work. Employees will be granted up to three (3) hours to register to vote when registration is not possible by mail and registration during non-working hours is not possible.

Section 4. An employee may be excused for a reasonable amount of time, not to exceed four (4) hours, to recuperate from giving a blood donation.

ARTICLE XIX

REDUCTION IN FORCE

Section 1. Reductions in force (RIF) will be carried out in accordance with law, OPM, DOD, and DON regulations in effect at the time of the action, at the time this AGREEMENT was negotiated, regulations considered veterans preference first, length of service (including any additional credit based on performance ratings) second, and other applicable criteria following in order. Similarly, employees affected by the RIF will be granted any grade and pay retention appropriate under these regulations.

Section 2. Prior to effecting a RIF involving unit employees, the Organization will be notified. The Organization will, upon request, be granted access to retention registers in order to verify that the RIF is carried out in accordance with regulations.

Section 3. Unit employees whose jobs are affected by a RIF will be afforded the rights for priority placement as appropriate under the DOD program for stability in civilian employment.

Section 4. An employee who is to be removed from a position because of a pending RIF will, upon request to the CNO Contract Administrator, be provided with a list of open pilot positions at other DON activities. Affected employees who apply for such vacancies will be given first consideration to the extent permitted by law and applicable regulation. Pilots removed by RIF and afforded rights under the DOD Stopper List, if not placed by the DOD program, will be assisted by the Employer in obtaining placement with other (non-DOD) agencies (e.g., by requesting lists of vacancies from other government agencies employing pilots and providing them to affected pilots). "Open" pilot positions are positions for which recruitment has been authorized and requested.

Section 5. To the extent consistent with law, the Organization may grieve contracting out which can cause pilot RIFs. The Employer agrees to notify the Organization and to satisfy bargaining obligations under law prior to implementing any decision to contract out pilot functions. The Employer and the Organization agree that Navy Pilots and the pilot unit benefit the government

and the employees and the parties will work together to further such benefit for both through frank and open discussions of existing and potential needs for Navy pilot services.

ARTICLE XX

CONDITIONS OF EMPLOYMENT

Section 1. Except as required by law or regulations issued by appropriate authority or an emergency, existing conditions of employment not expressly changed by this AGREEMENT will not be changed by the Employer without first providing the Organization an opportunity to negotiate. Inasmuch as the Organization must represent all unit employees without discrimination and without regard to the employees' Organization membership, including representation when a condition of employment is to be changed, the Employer and the Organization will adhere to the following:

a. Prior to changing a condition of employment affecting unit employees at the particular employing activity, notice of the change will be given to the Organization representative at the activity by the activity's management representative. Unless proposals on the matter are advanced by the Organization representative within a reasonable time, the change may be effected. If proposals are advanced, the normal negotiation process on the substance of the change (if appropriate) or its impact or implementation, will be followed. There is no obligation to notify of changes affecting activity employees generally and unit employees only coincidentally, provided, however, the Organization, upon notice or complaint by affected employees, may show that the effect on unit employees was direct instead of merely incidental and in such event, unless there is compelling need, the application of the change to unit employees will be stayed pending completion of the procedures here and above provided.

b. Prior to the Employer changing a condition of employment affecting unit employees, notice of the change will be made to the Organization. Unless proposals on the matter are advanced by the Organization within a reasonable period of time, the change may be effected. If proposals are advanced, the normal negotiation process on the substance of the change (if appropriate) or its impact or implementation will be followed.

c. Prior to implementing a change to a condition of employment affecting unit employees which was issued by an authority higher than the Employer (e.g., SECNAV, DOD, or OPM regulations), notice of the change will be made to the Organization. Unless proposals on the matter are advanced by the Organization within a reasonable time, the change will be implemented; if proposals are received, the normal negotiation process on the impact or implementation will be followed.

Section 2. By mutual agreement, any of the above may be accomplished by telephone. Reasonable time for replying by other means will be at least ten (10) days after either party receives communication from the other.

Section 3. The parties agree that the Employer shall not be obligated to engage in collective bargaining with the Organization prior to taking actions if provisions pertaining to such actions have already been included in this AGREEMENT, if the action is consistent with the AGREEMENT and the Organization is informed of the action.

ARTICLE XXI

SEPARABILITY CLAUSE

Should any Federal law or court hold any provisions of this AGREEMENT invalid, it shall immediately be deemed inapplicable, but other provisions of the contract will remain in force. Further, the parties shall meet promptly to negotiate appropriate amendments to such affected provision or provisions.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

Section 1. The Employer will reproduce copies of the new AGREEMENT and provide 100 copies to the Organization.

Section 2. The Organization's National Representative must on occasion travel to Washington and other places to administer the AGREEMENT. When such travel is authorized, the Employer will provide official time and pay expenses according to the Joint Travel Regulations (JTR).

Section 3. The Employer agrees to provide the Organization with a listing of current pilots by activity and the address of the Human Resources Office, Labor Relations Department, at each activity.

ARTICLE XXIII

SAFETY

Section 1. The Employer and the Organization recognize that safety at the work site is a matter of great importance.

a. The Employer will make a determined effort to ensure that ground transportation is provided for the employee's use in a mechanically safe condition.

b. The Organization will encourage all employees of the bargaining unit to report unsafe conditions to appropriate officials using the procedure defined in DON safety regulations. The Employer recognizes that if corrective action is necessary, it must be accomplished in a timely manner as described in the aforementioned instruction.

c. In accordance with current and accepted practices, the Employer will provide pilots with such gear, equipment and services as is reasonably necessary for them to safely perform their piloting responsibilities. Employees will not be held liable for loss or damage of equipment by the Employer, except for malicious acts or willful negligence.

d. If an employee reasonably believes that facilities available to him to board or disembark from a particular vessel may result in serious bodily harm or death, he may decline to board or disembark.

Section 2. The pilot assigned to make a vessel movement is considered to be a professional in such matters. If the pilot making a vessel movement reasonably recommends a certain number of tug boats to assist in a vessel movement, or, due to adverse conditions, reasonably recommends not making or delaying a vessel movement, and his recommendation is overruled and he is ordered to make the vessel movement, or ordered to make a movement with fewer than the number of tugs required for minimum safety, the pilot will not be disciplined as a result of any accident which occurs as a direct result of the lack of tugs or adverse conditions.

ARTICLE XXIV

DRUG-FREE FEDERAL WORKPLACE PROGRAM

Section 1. GENERAL. The Employer will establish and administer a Drug-Free Federal Workplace Program (DFWP) pursuant to applicable laws, Executive Orders, and regulations. The parties agree that use of illegal drugs by Federal employees is unacceptable and that they will cooperate to promote a drug-free work environment. The DFWP shall provide for drug testing and include assistance for employees who may have drug abuse problems. (The Organization is absolutely opposed to the illegal use of drugs and will not represent any employee who is proven to be using illegal drugs. Conversely, if an employee is charged with drug use and can prove it an error, the Organization will use its full resources to protect said employee.)

Section 2. ASSISTANCE TO EMPLOYEES. The parties recognize that, while unacceptable for Federal employees, drug abuse is a treatable health problem for which employees may receive assistance under the Employer's Civilian Employee Assistance Program (CEAP). It is the policy of the Employer to;

- a. recognize drug abuse as a treatable health problem;
- b. provide professional assessment and referral for treatment of employees with drug abuse problems;
- c. grant sick leave, as appropriate, for treatment or rehabilitation;
- d. maintain the confidentiality of medical and counseling records;
- e. designate a CEAP Administrator for each employing activity;
- f. encourage employees with drug abuse problems to voluntarily seek information and referral on a confidential basis by contacting a CEAP Counselor.

However, efforts at rehabilitation are not a bar to discipline up to and including removal, although the Employer will effect discipline only to promote the efficiency of the service.

Section 3. DRUG TESTING. The Employer will administer a drug testing program consistent with applicable laws, Executive Orders, and regulations. The Employer recognizes that Pilot licensing requires U.S. Coast Guard drug testing.

a. Types of Testing. The Employer's drug testing program for bargaining unit employees shall include (1) applicant testing; (2) random testing; (3) reasonable suspicion testing; (4) accident testing; and (5) follow-up testing. Voluntary testing does not apply to bargaining unit employees since all Pilots and Chief Pilots are subject to mandatory random testing.

b. Testing Standards. Testing procedures used and laboratory review will be fully consistent with Department of Health and Human Services (DHHS) Guidelines for Federal Workplace Drug Testing (Guidelines).

c. Procedures. The Employer agrees to the following procedures, pursuant to law, rule and regulation, to assure the reliability and confidentiality of testing;

(1) All urinalysis samples will be subject to strict chain of custody procedures.

(2) Any employee who refuses to furnish a urine specimen or fails to report for testing as directed will be subject to the same range of discipline as a verified positive drug test.

(3) A drug test which has not been confirmed as positive pursuant to DHHS Guidelines will not be the basis for any personnel action.

(4) An employee whose test is reported by the laboratory as positive will be referred to a Medical Review Officer (MRO) (a physician knowledgeable about substance abuse problems) in order to present evidence of a legitimate reason for the result, such

as a doctor's prescription. If the MRO determines there is no medical justification for the positive test result, the result will be reported as a verified positive test result.

(5) A verified positive drug test may result in a number of management decisions or options. Any Pilot or Chief Pilot whose drug test is verified positive will immediately be removed from the Pilot/Chief Pilot position through reassignment, detail or other personnel action. The Employer shall not allow any employee to remain in a sensitive position who is found to use illegal drugs, prior to successful completion of rehabilitation through the CRAP. However, as part of a rehabilitation or counseling program, an activity head may, at his/her discretion, allow an employee to return to duty in a sensitive position if it is determined that this action would not pose a danger to public health or safety or the national security. The exercise of the above should not be construed as in any way precluding the activity from taking appropriate disciplinary action, including removal. Action will be initiated to remove any employee upon verification of a second verified positive drug test.

(6) Any employee with a verified positive drug test will be referred to the CEAP in accordance with applicable laws, Executive Orders, and regulations.

(7) Within the requirements of law and regulation, employees will be guaranteed confidentiality in all matters relating to drug testing. Information will be released only to those officials who have a bona fide "need to know."

Section 4. "SAFE HARBOR." An employee may avoid disciplinary action for previous illegal drug use by, prior to being identified by other means, voluntarily identifying himself/herself as a user to his/her supervisor or higher level management officials, if, in addition, the employee:

- a. obtains counseling and rehabilitation through the CEAP;
- b. agrees to follow-up drug testing;
- c. consents in writing to the release of all records relating to use or rehabilitation to CEAP and appropriate management officials; and

d. refrains from illegal drug use.

An employee who admits to drug use after being notified that he/she is scheduled for testing or just after a sample is collected, or who is found to use drugs by other means (e.g., direct observation) is not eligible for "Safe Harbor." "Safe Harbor" is not available for employees involved in drug trafficking.

Section 5. The Employer recognizes the Organization's concerns regarding the possibility that errors could occur during the specimen collection process. The Employer, therefore, agrees to comply with all collection (observed and unobserved) procedure requirements established by DHHS and DON guidelines and regulations.

Section 6. The Employer recognizes the Organization's concerns regarding the possibility of "false-positive" test results based on the ingestion of poppy seeds prior to the taking of a random drug test ordered by the Employer. The Employer therefore agrees to comply with all laws and regulations pertinent to random drug testing in the Federal Workplace required by DHHS and DON guidelines and regulations. The MRO will be aware of the Organization's concerns about the possibility of "false positive" test results, e.g., poppy seeds.

Section 7. At the request of the Organization, the Employer will provide the Organization with a copy of all applicable random testing regulations, e.g., DHHS and DON guidelines and regulations.

ARTICLE XXV

EFFECTIVE DATE, DURATION, REOPENERS AND TERMS

Section 1. The Chief Negotiators of each party will sign and date the Agreement. The National Employee Representative will then have ten (10) days to certify that a majority of Navy Civil Service Pilots approve (or disapprove) the agreement. In the event of disapproval, the parties will schedule further negotiation sessions as soon as possible and attempt to address pilot concerns as reported by the Employee Representative. If approved by a majority, the Agreement will be signed by the IOMM&P International President and the CNO Representative as soon as possible, dated, and sent for review under 5 U.S.C. 7114. If any provision is disapproved under such review, the parties will schedule further negotiation sessions as soon as possible and attempt to address the disapproved items. If any provision(s) of this agreement is disapproved by the Secretary of Defense, the parties agree to implement the agreement minus the provision(s) disapproved.

Section 2. The AGREEMENT shall become effective upon approval of the Secretary of Defense or on the 31st calendar day after signature by the IOMM&P International President and the CNO Representative, which ever comes first and will remain in effect for five (5) years from the effective date. Thereafter, this AGREEMENT shall remain in effect from year to year unless either party shall notify the other in writing no more than 105 nor less than 60 days prior to the expiration date of this AGREEMENT or any subsequent expiration date of its desire to terminate or renegotiate this AGREEMENT. The parties further agree that this AGREEMENT shall terminate if the Organization loses its status as the exclusive representative of the unit of recognition described in this AGREEMENT.

Section 3. By mutual consent of the parties, this AGREEMENT may be opened at any time for amendment. Further, modification or amendment of this AGREEMENT will be made when such action is necessary because of changes in applicable laws or regulations. If this AGREEMENT is opened for amendment, the following shall apply:

a. negotiations shall be held at such time and place as is mutually agreed upon by the parties; and

b. each party may bring technical advisors to the negotiations; and

c. selected unit employees shall be allowed to remain on pay status to attend such negotiations as members of the Organization team; however, such total number of unit employees shall never exceed the number of management officials conducting negotiation; and

d. each party shall be responsible for securing the presence of its team members; and

e. Title VII of the Civil Service Reform Act shall govern the parameters of negotiations and the resolution of any impasses.

Section 4. This AGREEMENT may be reopened at any time by either party for new business, i.e., matters, not covered by the AGREEMENT.

Section 5. If neither party elects to renegotiate the AGREEMENT during the "open" period stated in Section 1 above, but changes are required by law, rule or regulation, the Employer will notify the Organization during the "open" period. If the parties agree to the changes required to comply with law, rule, or regulation, they shall execute an amendment to the AGREEMENT and submit it for agency head review in accordance with 5 U.S.C. S 7114. If the parties do not agree, the agreement shall be reopened for renegotiations as indicated in Section 1.

For the International
Organization of Masters
Mates, and Pilots, AFL-CIO



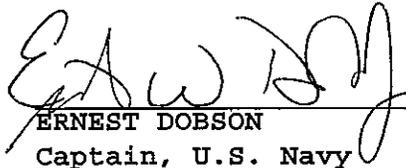
CAPTAIN BILL STEELE
Chief Negotiator, IOMM&P

For the Department of the
Navy, Chief of Naval
Operations



THOMAS D. RANDALL
Chief Negotiator, U.S. Navy

TEAM MEMBERS



ERNEST DOBSON
Captain, U.S. Navy

7/31/2003

Date

IN WITNESS WHEREOF the parties hereto have executed this Agreement
on the dates indicated below:

For the International
Organization of Masters,
Mates and Pilots, AFL-CIO



TIMOTHY A. BROWN
International President

For the Department of the
Navy, Chief of Naval
Operations

C. W. COLE
Rear Admiral, U.S. Navy

Date

Appendix A

The following is a list of credentials, (USCG documents/licenses) which may be required for ship pilot licensing requirements:

1. USCG Merchant Marine License renewal.
2. Radar Observer Endorsement renewal
3. USCG Basic STCW Certificate (Standard Training Certification for Watchstanders)
4. USCG First Class Pilot License, any gross tons, with route endorsement.

Annual physical examination. (required for all USCG licensed pilots)

