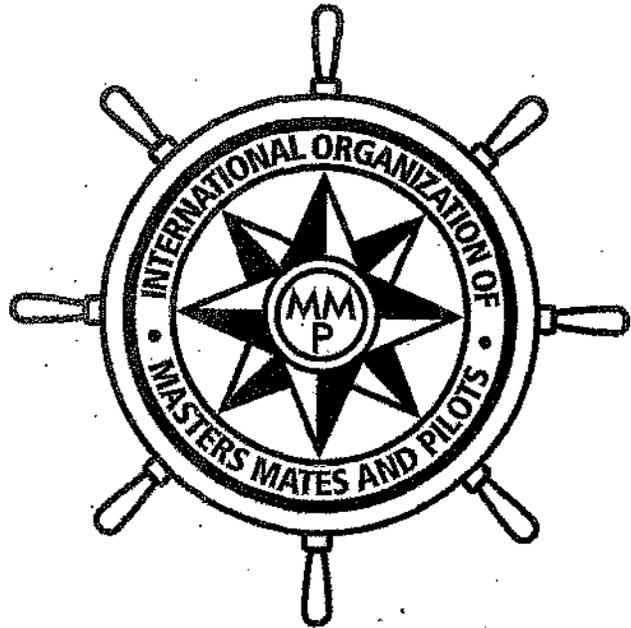


# Commander Navy Region Northwest

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NEGOTIATED AGREEMENT  
BETWEEN  
COMMANDER NAVY REGION  
NORTHWEST  
AND  
INTERNATIONAL ORGANIZATION  
OF  
MASTERS, MATES AND PILOTS

OCTOBER 2015

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## **PREAMBLE**

THIS AGREEMENT is made by and between the Commander Navy Region Northwest (CNRNW), Silverdale, Washington, hereinafter referred to as the "Employer" and the International Organization of Masters, Mates and Pilots, AFL-CIO, hereinafter referred to as the "MM&P".

## **ARTICLE 1 RECOGNITION**

**Section 1.** The MM&P has been certified as the exclusive representative of all employees in the bargaining unit as defined below.

Included: All Motor Vessel Captain Supervisors I and II of the Commander, Navy Region Northwest, Silverdale, Washington.

Excluded: All other nonprofessional and professional employees, management officials, other supervisors, and employees described in 5 U.S.C. 7112 (b)(2),(3),(4),(6) and (7).

See Appendix A for Certification of Representative, Case No. SF-RP-13-0027 dated October 22, 2013.

## **ARTICLE 2 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, except as otherwise specified in this AGREEMENT:

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

- (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 filling 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.

### **ARTICLE 3 RIGHTS OF EMPLOYEES**

**Section 1.** The Employer and the MM&P 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 MM&P, subject to the MM&Ps 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 7102.

**Section 2. Representational Rights.** The MM&P shall be given the opportunity to be represented at:

- A. Any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or
- B. Any examination of an employee in the unit by a representative of the agency in connection with an investigation if:
  - (1) The employee reasonably believes that the examination may result in disciplinary action against the employee; and
  - (2) The employee requests representation.

**ARTICLE 4  
MM&P RIGHTS AND RESPONSIBILITIES**

**Section 1. Statutory Rights and Responsibilities**

- A. As the exclusive representative, the MM&P has the right to act for, and negotiate collective bargaining agreements covering all employees in the unit.
- B. The MM&P has the right to be represented at:
  1. Any formal discussion between one or more representatives of the Department of the Navy and one

or more employees in the unit or MM&P representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or

2. Any examination of an employee in the unit by a representative of the Department of the Navy in connection with an investigation if:

(a) the employee reasonably believes that the examination may result in disciplinary action against the employee; and

(b) the employee requests representation.

C. The MM&P is responsible for representing the interests of all employees in the unit without discrimination and without regard to MM&P membership.

## **Section 2. MM&P Representation Listing**

The MM&P will designate an employee delegate to bargain with local management over local matters. Any agreement reached between parties must not be inconsistent with law, regulations or the CBA. Any/all agreements reached between the local parties must be approved by the MM&P government fleet representative and HR management. Official time for representation purposes will only be authorized for the local representative.

## **ARTICLE 5**

### **APPROPRIATE MATTERS FOR CONSULTATION AND/OR NEGOTIATION**

**Section 1. Appropriate Matters.** Matters appropriate for consultation and/or negotiation between the parties, per 5 USC 71 including but not limited to policies, practices, programs, and procedures relating to or affecting general working conditions of unit employees which are within the discretion of the Employer..

**Section 2. MM&P Notice.** IAW the Statute prior to implementing changes in matters appropriate for negotiation, the Employer will notify the employee delegate with a cc to the MM&P government representative and HR representative of the change and the proposed effective date.

- A. Notification will be provided to the employee delegate by email with a cc to the MM&P government representative. The proposed effective date will normally be no less than ten (10) working days from the date of notification; additionally due to the unique marine nature of the unit an additional five (5) working days will be provided when a vessel is away from the homeport. However, exceptions to this may be necessitated by the urgency of the change (i.e. a change in security procedure or national security). Notifications will contain information for the MM&P to make an informed response to include purpose, implementation date and personnel affected.
- B. The Employer and the MM&P intend to timely resolve all issues of bargaining at the lowest level.

**Section 3. Bargaining Request.** Should the MM&P elect to negotiate the change, it will serve notice on the Employer within ten (10) working days of receipt of the Employer's notification; additionally due to the unique marine nature of the unit an additional five (5) working days will be provided when a vessel is away from the homeport. Such notice shall be in writing to the CNRNW, Human Resource Office, Director or designee. The MM&P may request any additional information or a meeting/phonecon to clarify or determine the impact of the proposed change. If a request for bargaining is not received by the Employer within the above time frames, the Employer may implement the change, unless the parties have mutually agreed to an extension of the MM&P's deadline date.

**Section 4. Negotiation.** If the MM&P elects to negotiate concerning the change, the parties will schedule a phonecon for the purpose of such negotiations. The parties shall negotiate in good faith in accordance with their obligations under 5 U.S. Code 7114(b). Should the parties fail to reach agreement, either party may invoke impasse proceedings.

## **ARTICLE 6 HOURS OF WORK**

**Section 1. Workweek.** The administrative workweek is the calendar week 0000 hour on Sunday through 2400 hour on Saturday. The basic workweek consists of five (5) workdays, Monday - Friday on each of which the employee is scheduled to work eight

(8) hours. Schedules not previously effected by the employer will be treated as a change in working conditions.

**Section 5. Compensation.** Employees shall be compensated for work performed in accordance with the provisions in 5 CFR 550 and 5 CFR 551, as appropriate.

**Section 7. Overtime Assignment.** Overtime assignments will be distributed among employees determined by management to be qualified to perform the work in accordance with governing laws and regulations.. The Employer recognizes its obligations to the MM&P when revising existing or establishing new overtime policies affecting bargaining unit employees.

**Section 11. Impact of Leave.** An employee's use of approved leave (including court leave) during a workweek will not adversely affect an employee's consideration for overtime assignments assuming the employee is on duty at the time the overtime is solicited and assigned, or arranged in advance. Employees are responsible for notifying management of their availability for the overtime work.

## **ARTICLE 7 WAGE SURVEYS**

**Section 1. MM&P Requests.** The Employer will forward to the proper authorities properly documented requests for wage surveys submitted by the MM&P and will notify the MM&P as soon as possible as to the date such wage surveys will be conducted.

**Section 2. Time Allowed.** Time allowed during working hours will be granted to not more than one employee selected by the MM&P for the purpose of participating in an area Wage Survey.

## **ARTICLE 8 SICK LEAVE**

**Section 1. Usage.** In accordance with applicable laws and regulations, the Employer shall grant accrued sick leave to an employee when the employee:

- A. Receives medical, dental, or optical examination or treatment;

- B. Is incapacitated for duty by physical or mental illness, injury, pregnancy, or childbirth;
- C. Provides care for a family member who is incapacitated as the result of physical or mental illness, injury, pregnancy, or childbirth, or who receives medical, dental, or optical examination or treatment;
- D. Makes arrangements necessitated by the death of a family member or attends the funeral of a family member;
- E. Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; or
- F. Must be absent for duty for purposes relating to the adoption of a child.

**Section 2. Notification of Absence.**

- A. An employee who is unexpectedly absent on account of illness will notify, or cause to be notified, the supervisor or other designated contact, prior to the beginning of the work shift, if possible. If the supervisor or designated contact is not available, the employee will leave a message in accordance with the internal call-in process for the relevant departments. The employee will leave a message indicating the anticipated duration of the absence and a telephone number where the employee can be reached in case it is necessary to discuss work in progress. If the employee cannot return to work within the anticipated time, he/she will follow the internal call-in process for their relevant department.
- B. When an absence extends from one workweek to another, the employee must again notify the supervisor or designated contact at the beginning of each workweek, unless leave has already been approved.

**ARTICLE 9  
ANNUAL LEAVE**

**Section 1. Annual Leave.** Annual leave will be administered IAW applicable rules, regulations and timekeeping instructions.

**ARTICLE 10  
EXCUSED ABSENCE**

**Section 1. Definition.** Excused absence is an authorized absence from duty without charge to accrued leave or loss of pay. Periods of excused absences are considered part of an employee's basic workday even though the employee does not perform his or her regular duties.

**Section 2. Policy.** Employees may be granted excused absence subject to the needs of the employer, for example:

- A. Navy sponsored blood drives.
- B. Activity closure during inclement weather or other emergencies.
- C. Emergency rescue and protective work.
- D. Occasional tardiness.
- E. Interviews for job opportunities at CNRNW.
- F. Absences for relocation purposes.
- G. Motorcycle Safety courses

**ARTICLE 11  
MERIT STAFFING**

**Section 1. Recruitment Sources.** Vacant positions may be filled under the Merit Staffing Program, or through other recruitment processes (i.e. transfer, reinstatement, non-competitive appointment, the Priority Placement Program, etc.).

**Section 2. Area of Consideration.** When the Merit Staffing Program is utilized, applications will be accepted and considered from all appointable unit employees within the specified area of consideration. The area of consideration may be less than Employer-wide and may be extended at any time to obtain sufficient well-qualified candidates.

**Section 3. Publicizing Vacancies.** If vacancies are advertised individually under the Merit Staffing Program, publication/marketing may be via an individual vacancy

announcement or via vacancy listings posted on official bulletin boards and/or official web sites. Official vacancy announcements will list the qualification requirements, area of consideration, duties, evaluation methods to be used, and what applicants must do to apply.

**Section 4. Evaluation of Applicants.** To be eligible, each candidate must meet the minimum qualification requirements prescribed by OPM, time-after competitive appointment requirements, and any appropriate selective factors established by the employer as being essential for satisfactory job performance. Candidates will be evaluated against the knowledge, skills, and abilities determined to be important for the position. The use of written tests will be in compliance with applicable OPM and DoD directives. Due consideration will be given to awards, training, self-development and applicable outside activities when documented on the resume.

**Section 5. Referral for Consideration.** Applicants will be listed in alphabetical order in groups of Best Qualified and/or Qualified for referral to the selecting official. A selecting Official may select any candidate who is certified or non-select all candidates. Applicants eligible for noncompetitive selection may be referred at any time to the selecting official.

**Section 6. Employee Notification.** When an employee's resume has been considered under a merit promotion vacancy announcement, notification will be posted to their USAJOBS account thru the USAJOBS Program. These notifications will tell the employee whether they were eligible, qualified and/or referred to the selecting official for specific vacancies. For delegated examining (all U.S. Citizens) the OCHR Service Center will issue a notice of rating per OPM directive.

**Section 7. Review of Ranking.** If applicants have questions about why they were not referred for a specific vacancy, they should contact the DON Employment Info Center (DONEIC) webmaster ([DONEIC@navy.mil](mailto:DONEIC@navy.mil)) to obtain answers. In the event questions concerning the eligibility or non-referral of an applicant cannot be answered to the satisfaction of the applicant by the staff at DONEIC the applicant may request, via email to the webmaster ([DONEIC@navy.mil](mailto:DONEIC@navy.mil)), that the decision be reviewed by the OCHR Service Center. Failure to be selected for promotion when proper promotion procedures were used is not a basis for a grievance.

**Section 8. Delayed Application.** Delayed applications will be processed in accordance with applicable regulations.

**Section 9. Temporary Promotion.** Unless there are compelling reasons for not doing so, (e.g., promotion freezes or the employee is not eligible for promotion) unit employees assigned to a higher-level classified position for two or more consecutive workweeks shall be temporarily promoted to the higher-level position commencing with the first day of the assignment.

## **ARTICLE 12 REDUCTION IN FORCE**

**Section 2. Compliance with Law.** All Reductions in Force will be carried out in strict compliance with applicable laws and regulations.

## **ARTICLE 13 DISCIPLINARY ACTIONS**

**Section 1. Disciplinary Actions.** Disciplinary actions include removals, suspensions, reductions in pay or grade, and reprimands, when such actions are taken for just cause. Furloughs and separations or demotions effected through RIF procedures are non-disciplinary in nature.

**Section 2. Basis.** Disciplinary actions will be taken only for just cause IAW applicable laws and regulations. In all cases of proposed disciplinary actions, the employee will be given a reasonable opportunity to reply to the charges orally and/or in writing before a final determination is made, unless excluded by law. The employee, if desired, may be assisted by a MM&P representative in presenting such reply. The Employer agrees that disciplinary action should be effected in a timely manner.

**Section 3. Investigation.** Prior to initiating disciplinary action, the Employer may conduct a preliminary investigation into the matter. Such investigation may include a discussion with bargaining unit employees who are subjects of the investigation, and other bargaining unit employees who may have witnessed the events. Bargaining unit employees are obligated to cooperate fully during the course of such investigations.

The MM&P's right to be represented during such investigative discussions is described in Article 4 of this agreement.

**Section 4. MM&P Notification.** In all cases of written, formal disciplinary action taken by Management against any employee covered by this Agreement, the MM&P shall be timely notified of the action taken by Employer as soon as possible after the employee is notified unless the employee certifies in writing that the MM&P shall not be notified.

**Section 5. Appeals.** An employee's opportunity to grieve or appeal disciplinary actions is discussed in Article 14 of this agreement.

#### **ARTICLE 14 GRIEVANCE PROCEDURE AND ARBITRATION**

**Section 1. Definition.** Grievance is any complaint:

- A. By any bargaining unit employee concerning any matter relating to the employment of the employee.
- B. By the MM&P concerning any matter relating to the employment of any employee.
- C. By any employee, the MM&P, or the Employer concerning the effect or interpretation, or a claim of breach of a Collective Bargaining Agreement; or any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment.

**Section 2. Coverage.** Grievances shall not be processed for the following:

- A. Retirement, life insurance, or health insurance.
- B. Any claimed violation of Public Law 95-454 relating to prohibited political activities.
- C. Suspension or removal under the National Security Act.
- D. Any examination, certification, or appointment.

- E. The classification of any position which does not result in the reduction in grade or pay of an employee.
- F. Termination or separation of probationary or temporary employees.
- G. Saved pay for reclassification.
- H. Reduction in Force. The inclusion of reduction in force (RIF) in this section does not prevent or limit the MM&P's ability or right by statute to grieve the proper/improper RIF implementation, process, and procedure.
- I. .
- J. Non-selection for promotion from a group of properly ranked and certified candidates. The inclusion of non-selection in this section does not prevent or limit the MM&P's ability or right by statute to grieve the proper/improper selection processes or procedures.
- K. Receipt of or failure to receive incentive awards. The inclusion of incentive awards in this section does not prevent or limit the MM&P's ability or right by statute to grieve the proper/improper award implementation, process, and procedure.
- L. Letters of caution.

**Section 3. Appeal Options.** Employees have the right to choose between this negotiated grievance procedure or the applicable statutory procedure. An employee shall be deemed to have exercised their option at such time as the employee timely files an appeal or complaint under the applicable appellate procedures or timely files a grievance per provisions of this Article, whichever comes first.

**Section 4. Issues of Grievability.** All disputes of grievability or arbitrability shall be referred as a threshold issue in the related arbitration.

**Section 5. Intent.** The parties agree that every effort will be made to settle grievances at the lowest level possible which begins normally with the first line supervisor.

**Section 6. Employee Initiated Grievances.**

**Step 1.** All grievances (except those identified in a. and b. below) shall be filed and submitted to the Port Operations Program Director or designee within 10 working days of either the occurrence or the date the employee first became aware of being aggrieved. (An employee's ignorance of the terms of this Agreement shall not, however, constitute a basis for extending the time limits.) The written grievance must include the issue/action being grieved, the date the grievance occurred, an explanation that includes relevant facts that support why the grievant believes the action is unjustified, corrective action requested. Within 10 working days of the receipt of the grievance, the first level supervisor shall discuss with the employee and his/her representative to accept any evidence presented. The supervisor will provide a written decision within 10 working days of the discussion. If the grievance is not resolved at this step, the employee may advance the grievance to Step 2 within 10 working days of the receipt of the Step 1 decision. **Note:** If the Port Operations Program Director or designee is the subject of the grievance then the grievance will be submitted at Step 2.

**Step 2.** If a satisfactory settlement has not been reached at Step 1, the grievance will be submitted to the Operations Director or designee within 10 working days of receipt of the Step 1 decision. This Operations Director or designee will schedule a discussion to occur within 10 working days of receipt of the grievance to hear the grievant's issues. A written decision will be issued within 10 working days of the discussion. If the grievance is not resolved at this step, the employee may advance the grievance to Step 3 within 10 working days of receipt of the Step 2 decision.

**Step 3.** If a satisfactory settlement has not been reached at Step 2 the grievance may be submitted to the Commander Navy Region Northwest or designee within 10 working days of receipt of the Step 2 decision. The NRNW Region Commander or designee will schedule a meeting/phonecon to occur within 10 working days of the meeting/phonecon. Normally, the grievance will be heard by the NRNW Region Commander or designee. A written decision will be issued to the grievant within 10 working days of the meeting/phonecon.

**Section 7. Stays of Discipline.** The agency will ordinarily stay grieved suspensions until a final determination is rendered by the Employer's representative.

**Section 8. MM&P/Employer Grievances.** Non-employee grievances initiated by the MM&P or Employer will be submitted in writing as follows:

- A. **MM&P Grievances.** MM&P Grievances will be sent to the NRNW, Human Resources Director or designee, within 10 working days of either the occurrence or the date the MM&P first became aware of being aggrieved.
- B. **Employer Grievances.** Employer Grievances will be sent to the MM&P Representative, within 10 working days of either the occurrence or the date the Employer first became aware of being aggrieved.

The Employer will schedule a discussion with the appropriate Program Director to occur within 10 working days of receipt to discuss and resolve the matter. If resolution is not reached then a meeting/phonecon with the NRNW Region Commander or designee will be scheduled and a written decision will be issued within 10 working days of the meeting/phonecon.

**Section 10. Representation.** Any employee or group of employees may personally present a grievance through the negotiated grievance procedure and have it resolved without representation, per 5 USC Chapter 71. MM&P will be given the opportunity to be present throughout the process. Any resolution will not be inconsistent with the terms of this agreement.

**Section 11. Timeliness.**

- A. Time limits at any step of the procedure may be extended only by mutual agreement of the Employer and the MM&P.
- B. Grievances presented outside of the time limits mentioned in this article will not be considered at a later date unless the matter being grieved is recurring or where a written request for extension of time is made and then granted in writing.

C. Should the Employer fail to meet the time limits specified, the MM&P may advance the grievance to the next step of the procedure.

D. Should the MM&P or the employee fail to meet the time limits specified, the grievance will not be processed further.

**Section 12. Arbitration.** In the event the MM&P and the Employer fail to settle any grievance arising under this Article, either party may, upon written notification to the other party, invoke binding arbitration. Such written notice must be served not later than 10 calendar days following the date of the Step 3 decision. Arbitration may be invoked only by the MM&P or the Employer.

**Section 13. Arbitrator Selection.** Within 15 working days of invoking arbitration, the moving party shall request a regional panel of seven arbitrators with federal sector experience from the Federal Mediation and Conciliation Service. The parties will alternate striking a name from the list until there is only one remaining name.

**Section 14. Expenses.** The fees and expenses of the arbitrator shall be borne equally by the MM&P and the Employer. Additional expenses will be borne by the party incurring the expense(s) and shall not exceed that authorized by appropriate law or regulation. Employees participating in arbitration proceedings will remain in a duty status.

**Section 15. Pre-arbitration Conference.** The parties may hold a pre-arbitration conference at least 45 calendar days prior to the scheduled arbitration hearing date. The purpose of the conference is to make a good faith effort to arrive at a mutual settlement of the issue in order to avoid the cost of arbitration.

**Section 16. Hearing.** A reasonable number of relevant witnesses may be called to the arbitration hearing by either party. Unit employees who are appellants, witnesses or representatives shall suffer no loss of pay while participating in the arbitration hearing. The arbitration hearing will be held on the Employer's premises during the regular day shift work hours of the workweek.

**Section 17. Arbitration Decision.** It is agreed that the decision of the arbitrator is binding unless overturned by

higher authority as a result of either party filing an exception to the award per applicable laws, rules, or regulations. The Arbitrator will issue the decision within 45 calendar days.

**Section 18. Alternative Dispute Resolution.** The parties are committed to resolving differences in a spirit of cooperation with open communication and dialogue, and to resolving differences at the lowest possible level. The parties also understand that traditional dispute resolution methods such as grievance and arbitration proceedings are confrontational and expensive, and too often produce results not satisfactory to any of the parties involved. The parties agree to consider the use of alternative methods of dispute resolution such as mediation to supplement, improve, or replace the procedures defined in this Article.

## **ARTICLE 15 UNFAIR LABOR PRACTICES**

**Section 1.** The Employer and the MM&P agree that the early resolution of Unfair Labor Practice (ULP) complaints that arise under 5 USC 7116, is in the best interest of both parties. If either party believes a ULP has occurred the charging party shall notify the other party via e-mail of their intent to file. Notification of intent to file a ULP by the MM&P will be provided to the NRNW Human Resources Director for the Employer. The Employer will provide notification of intent to file a ULP to the designated MM&P Representative. In the effort to resolve such issues, it is agreed that the informal resolution period will not exceed fifteen (15) calendar days unless a time extension is mutually agreed upon in writing between the parties.

**Section 2.** If informal resolution is not reached during the (15) calendar day period, the ULP may be forwarded to the Federal Labor Relations Authority (FLRA) in accordance with applicable law and regulations. It is recognized, however, that all time limitations concerning the filing of ULP's apply and are not otherwise affected by the informal resolution period.

**ARTICLE 16**  
**TRAINING AND QUALIFICATIONS**

**Section 1. Objective.** It is mutually agreed that training programs are of vital interest to the Employer and the MM&P. The objective is to develop skilled employees and potential leaders in the occupational/technical areas necessary to the mission of CNRNW.

**Section 2. Considerations.**

The employer will provide training for qualifications of employees when required for the employee's current work assignment related to current qualifications as stated on their current position description and when the employer determines training is necessary.

Employer will consider utilizing MM&P training facilities.

**ARTICLE 17**  
**SAFETY AND HEALTH**

**Section 1. Commitment and Responsibilities.**

A.

All parties have the responsibility for a safe working environment and will comply with all applicable federal laws and regulations and Navy regulations.

The Employer is responsible for ensuring that appropriate safety training is provided to unit employees in accordance with applicable regulations. This includes training regarding the individual's personal responsibility to perform their work in a safe and healthful manner. The Employer will continue its' current practices regarding safety meetings.

B. .

**Section 2. Accident Prevention.** Prevention of workplace accidents is of paramount concern to both the Employer and the MM&P.

**Section 3. Injury Compensation.** Employees injured on the job will be advised by the Employer of their right to obtain medical

treatment from a physician of their choice. The Employer will provide the appropriate resources to file claims with the Office of Workman's Compensation Program (OWCP). Injured employees will be informed of their rights, as soon as possible, under the Federal Employees Compensation Act (FECA). Continuation of Pay (COP) for employees injured on the job will be administered in accordance with applicable regulations. An employee who has filed a claim with OWCP may elect to receive COP or the use of sick and annual leave pending the decision by OWCP. Employees who elect to use sick or annual leave in lieu of COP may request to buy back leave used for that purpose, after approval by OWCP. Should a disabling work injury occur to a unit employee:

- A. Ambulance services will be promptly notified and first aid will be provided on all shifts;
- B. The MM&P will be notified as soon as practical.
- C. Upon request of the MM&P Representative, a copy of the accident report will be provided to the MM&P in accordance with Privacy Act rules and regulations.

**Section 4. Protective Clothing and Safety Equipment.**

- A. The Employer will provide appropriate protective clothing and safety equipment to unit employees, including employees with special needs, at no cost when the Employer determines such is required for safety, technical or industrial health reasons. All equipment will be maintained in serviceable condition, in accordance with applicable regulations.

Employees, with prior authorization of the Employer, may purchase safety shoes from any source. Upon presentation of appropriate documentation, employees will be reimbursed for the amount paid, up to \$150.00, provided the shoes purchased meet the Employer's standards.

**Section 5. Medical Surveillance Programs.** As determined necessary by the Employer, unit employees will be required to participate in medical surveillance programs appropriate for their occupations and working environment. Medical surveillance programs not previously effected by the employer will be treated as a change in working conditions.

**Section 6. Smoking Policy.** Unit employees shall use tobacco products only in designated smoking areas. The Employer provide

sheltered outdoor areas in accordance with SECNAV Instruction 5100.13 series.

**ARTICLE 18  
CIVIC RESPONSIBILITY**

**Section 1. Court Leave.** The parties encourage employees to fulfill their civic responsibilities involving jury duty and other related court appearances. Court leave will be approved for unit employees in accordance with laws and regulations. Employees called for such service are to promptly notify their supervisor and provide a copy of the summons in order for arrangements to be made for their absence.

**ARTICLE 19  
WITHHOLDING OF MM&P DUES/DUES ALLOTMENT**

**Section 1.** An employee may pay dues to MM&P by voluntarily executing Standard Form (SF) 1187, and the employer shall deduct Association dues from the pay of unit employees who voluntarily authorize such deduction on a SF 1187, providing the employee's earnings are sufficient to cover the allotment, that the amount deducted is for regular dues to maintain the employee as a member of the MM&P in good standing and not back dues, special assessments, initiation fees or fines. The agency will deduct such dues from the employee's payroll on the first pay period which occurs after receipt of the allotment form at the payroll office, or the first pay period designated on the form after receipt in the payroll office, and the agency shall transmit the deductions together with the name and amount deducted for each person to MM&P, 700 Maritime Blvd, Suite B, Linthicum Heights, MD 21090, normally not later than 14 calendar days after the close of each pay period. MM&P 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 MM&P dues.

**Section 2. Termination by the Employee.** An employee may voluntarily revoke his or her authorization for dues allotment by submitting a properly executed Standard Form 1188 to the payroll office of the employer as follows: (a) Initial

revocation period. The form shall be submitted not more than 60 days nor less than 30 days prior to the employee's first year anniversary of the initial dues allotment to be effective on the start of the first pay period following the date of the first year anniversary of the initial dues allotment. (b) Subsequent revocation periods: employees who have completed their one-year of initial dues allotment may submit the form to the central payroll office of the employer at any time to be effective not later than two pay periods following receipt of the form in the payroll office.

**ARTICLE 20  
MISCELLANEOUS PROVISIONS**

**Section 1. Distribution of Agreement.** Copies of this contract will be made available on the NRNW website. The employer will provide copies of this Collective Bargaining Agreement to the MM&P for each bargaining unit member.

**ARTICLE 21  
DURATION AND CHANGES**

**Section 1. Duration.** This agreement shall remain in full force and effect for 5 years from the date of its approval by the Department of Defense. If the parties wish to extend the agreement, the Employer will, 90 days prior to expiration, make such request to DCPAS on OPM Form 913B. The agreement shall terminate, however, at any time it is determined that the MM&P is no longer entitled to exclusive recognition under the statute. At the request of either party, the parties shall meet to commence negotiations on a new agreement no more than 60 days, nor less than 30 days prior to the expiration of this agreement. The parties agree this contract will remain in effect until a new Agreement is reached.

**Section 2. Changes.** This agreement, except for its duration period specified in Section 1 above, is subject to opening only as follows:

- A. Amendment(s) may be required because of changes made in applicable laws or Executive Orders after the effective date of this agreement. In such event, the parties will

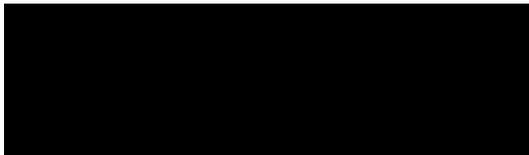
meet for the purpose of negotiating new language that will discuss the requirements of such laws or Executive Orders. Such amendments will be duly executed by the parties and become effective on the date or dates agreed to as being appropriate under the circumstances.

- B. It shall be opened for amendments by the mutual consent of both parties at any time after it has been in force and effect for at least 6 months. Requests for such amendments by either party must be written and include a summary of the amendment(s) proposed. The parties shall meet within 10 working days after receipt of such notice to discuss the matter(s) involved in such requests. If the parties agree that opening is warranted on such matters, they shall proceed to negotiate. No changes shall be considered except those bearing directly on the subject matter(s) agreed to by the parties. Such amendments as agreed to will be duly executed in writing by the parties and approved by DCPAS.

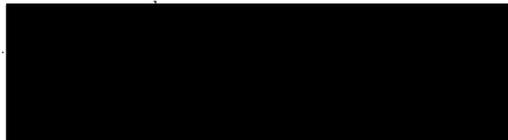
The Commander, Navy Region Northwest (the Employer) and the International Organization of Masters, Mates & Pilots (the Union) have executed this agreement on 24 November 2015, as attested to by the signatures below:

For the Union:

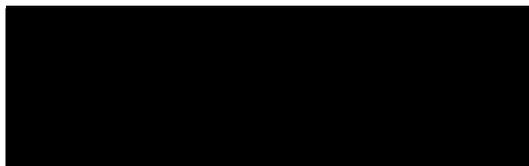
For the Employer:



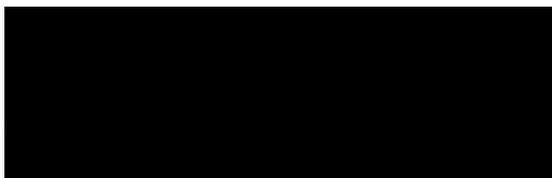
International President  
MM&P



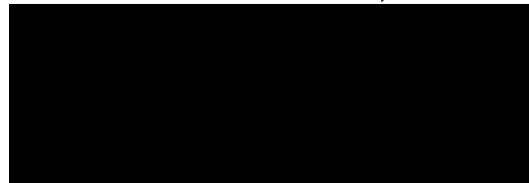
Rear Admiral, U.S. Navy  
Commander  
Navy Region Northwest



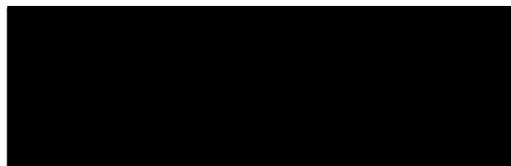
Government Fleet Representative  
MM&P



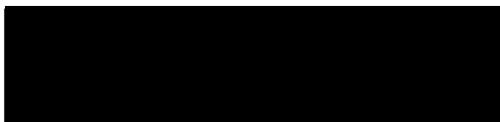
Port Operations  
Navy Region Northwest



Nat'l Dir of Collective Bargaining  
MM&P



Human Resources  
Navy Region Northwest



Port Captain  
MM&P Employee Delegate

APPENDIX A

HIN-22-2014 11:35

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115 358 5917

F.01/01



UNITED STATES OF AMERICA  
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

DEPARTMENT OF THE NAVY  
COMMANDER, NAVY REGION NORTHWEST  
SILVERDALE, WASHINGTON

-Activity

-and-

CASE NO. SF-RP-13-0027

INTERNATIONAL ORGANIZATION OF MASTERS,  
MATES & PILOTS, IMA, AFL-CIO

-Petitioner/Labor Organization

CERTIFICATION OF REPRESENTATIVE

An election was conducted in the above matter under the supervision of the undersigned Regional Director of the Federal Labor Relations Authority, in accordance with the provisions of Chapter 71 of Title 5 of the U.S.C., and with the Regulations of the Federal Labor Relations Authority. A majority of the valid ballots was cast for a representative for the purpose of exclusive recognition.

Pursuant to authority vested in the undersigned,

IT IS CERTIFIED that the **International Organization of Masters, Mates & Pilots, IMA, AFL-CIO** has been designated and selected by a majority of the employees of the above-named Activity or Agency, in the unit described below, as their representative for purposes of exclusive recognition, and that pursuant to Chapter 71 of Title 5 of the U.S.C., the named labor organization is the exclusive representative of all employees in the unit.

INCLUDED: All Motor Vessel Captain Supervisors I and II of the Commander, Navy Region Northwest, Silverdale, Washington.

EXCLUDED: All other nonprofessional and professional employees, management officials, other supervisors, and employees described in 5 U.S.C. § 7112 (b)(2), (3), (4), (6) and (7).

FEDERAL LABOR RELATIONS AUTHORITY

[Redacted Signature]

[Redacted Name] Regional Director  
San Francisco Region

Dated: October 22, 2013  
Attachment: Service Sheet

FLRA Form 25  
(Rev. 1/98)

TOTAL P. 01



DEPARTMENT OF DEFENSE  
CIVILIAN PERSONNEL ADVISORY SERVICE  
4800 MARK CENTER DRIVE  
ALEXANDRIA, VA 22350-1100

16 December 2015

MEMORANDUM FOR THE COMMANDER NAVY REGION NORTHWEST  
U.S. DEPARTMENT OF THE NAVY  
HUMAN RESOURCES OFFICE  
ATTN: [REDACTED] LRO  
1100 HUNLEY ROAD  
SILVERDALE, WASHINGTON 98315-1100

SUBJECT: Agreement between U.S. Department of Navy, Navy Region Northwest and the International Organization of Masters, Mates and Pilots (IOMM&P)

The subject agreement was executed on November 24, 2015 and reviewed by this office pursuant to 5 U.S.C. § 7114(c). The subject agreement is, hereby, approved.

This action is taken under authority delegated by DoD 1400.25-M, Civilian Personnel Manual, Subchapter 711, Labor Management Relations. Please annotate the agreement to indicate:

"Approved by the Department of Defense on 15 December 2015."

Signed copies of the approved agreement should be forwarded as follows:

- a. One electronic copy identified as the "final approved agreement" emailed to the Defense Civilian Personnel Advisory Service, Labor and Employee Relations Division at [dodhra.mc-alex.dcpas.mbx.hrops-lerc-labor-relations@mail.mil](mailto:dodhra.mc-alex.dcpas.mbx.hrops-lerc-labor-relations@mail.mil).
- b. One electronic copy emailed to the Department of Navy at: [joseph.quina@navy.mil](mailto:joseph.quina@navy.mil).

If there are any questions concerning this matter, you may contact [REDACTED] on DSN 372-1635 or commercial 571-372-1635.

A copy of this memorandum was served on the union representative by first class mail on December 15, 2015.

[REDACTED]

Chief  
Labor and Employee Relations Division

cc:  
Via Regular Mail:

[REDACTED], Government  
Fleet Representative, IOMM&P  
700 Maritime Blvd., Suite B  
Linthicum Heights, MD 21090-1953

cc via email:

[REDACTED]

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NAVY REGION NORTHWEST AND IOMM&P  
FTA - AGENCY HEAD REVIEW -- 7114(c)