



National Weather
Service Employees
Organization

NWS-NWSEO NEGOTIATED AGREEMENT MARCH 16, 2021

Updated September 17, 2022



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Record of Changes

Date	Article Number	Section
As adopted: March 2021		
September 17, 2022	Article 8	Corrected section 2.C.2; Added new section 2.C.3; Added new section 3.C.3.
	Article 14	Updated section 8.
	Article 20	Replaced section 2K with language from Article 21, section 2I; Replaced section 2L with language from Article 21 section 2K; Updated section 4; Corrected section 9A1 to refer to Article 20 section 3B4.
	Article 21	Corrected section 7B to be consistent with Article 27 section 7.
	Article 26	Updated with language from February 2022 COVID-19 Reintegration Plan and Telework Policy MOU and April 2022 addendum to same.
	Article 31	Deleted section 6C.
	Article 39	Updated section 1 to reference April 2022 MOU.
	Article 41	Updated section 1 to a period of six (6) years; Updated section 4 to thirty-six (36) months.

Article 1 - Parties / Purpose of Agreement

SECTION 1. This Agreement is made and entered into, by, and between the National Weather Service (NWS; hereinafter “Management”) and the National Weather Service Employees Organization (NWSEO; hereinafter “Union”). The Union and Management are referred to collectively herein as “the Parties”. Wherever the personal pronouns are used in this Agreement, they shall be construed as neutral in gender.

The Department of Commerce (hereinafter “DOC”) and the National Oceanic and Atmospheric Administration (hereinafter “NOAA”) are bound by this Agreement in accordance with law.

SECTION 2. This Agreement prescribes appropriate machinery, as hereinafter provided for the promotion of employee-management cooperation. An intent and purpose of this Agreement to promote the public interest by supporting the highest standard of employee performance and the continued development and implementation of modern and progressive work practices, to facilitate and improve employee performance, morale and the efficient accomplishment of the mission of the NWS.

The Parties agree that a family friendly workplace with a high quality of work life is a priority and a necessity for success as an agency. Above all, we intend to maintain a safe, healthy, and productive workplace, and to help create an atmosphere where employees are treated fairly and equitably, respect one another, and work together. Dedicated employees are indispensable to effectively conduct the agency’s mission.

SECTION 3. This Agreement represents the total agreement between the Parties and supersedes and modifies all past policies and practices which conflict with this Agreement. All past policies, practices, agreements, arbitration awards and Memoranda of Understanding (MOUs) which are not in conflict with this Agreement, remain in effect unless otherwise change as a result of mid-term bargaining.

Article 2 - Recognition and Unit Designation

SECTION 1. Management recognizes the Union as the exclusive representative of all employees of the unit identified below.

SECTION 2. The unit of recognition is defined to include all professional and non-professional employees of the NWS, NOAA, DOC, except as provided below.

SECTION 3. The following are excluded from the unit:

- A. All Management officials;
- B. All supervisors;
- C. All confidential employees;
- D. All employees engaged in personnel work in other than a purely clerical capacity;
- E. All employees engaged in administering the provisions of the Federal Service Labor Management Relations Statute;
- F. Any employee engaged in intelligence, investigative, or security work which directly affects national security; and
- G. Any employee primarily engaged in investigation or audit functions relating to the work of individuals employed by the NWS whose duties directly affect the internal security of the NWS, but only if the functions are undertaken to ensure that the duties are discharged honestly and with integrity.

Article 3 - Laws and Regulations

In the administration of all matters covered by this Agreement, the Parties and employees are governed by the following:

- A. Existing and future Statutory laws;
- B. Existing government-wide rules or regulations and government-wide rules and regulations issued after the effective date of this Agreement, provided they do not conflict with this Agreement;
- C. Existing and future agency regulations to the extent they are consistent with, and do not conflict with, this Agreement;
- D. Except this Agreement shall not conflict with [5 United States Code \(USC\) 2302](#) (Prohibited Personnel Practices), or any rules and regulations promulgated there under.

Article 4 - Rights of Management

Management shall have the following rights:

SECTION 1. All rights under [5 USC 7106\(a\)](#), subject to 7106(b) and section 2 below.

SECTION 2. In accordance with [5 USC 7106\(b\)\(2\)](#) and (3), nothing shall preclude the Parties from negotiating:

- A. Procedures which Management officials will observe in exercising any authorities listed in section 1 of this Article; and
- B. Appropriate arrangements for employees in the bargaining unit (BU) adversely affected by the exercise of any authority listed in section 1 of this Article by Management officials.

SECTION 3. In a dispute over the application of any provision set forth in this Agreement, the status quo shall be maintained pending resolution of the dispute by means of the negotiated grievance procedure (NGP) or other appropriate means.

SECTION 4. The above-mentioned Management rights are not to be interpreted as being all-inclusive, but merely indicate the type of rights which belong to and are inherent to Management. It is understood that any rights Management had prior to the signing of this Agreement are retained by Management and will be exercised in accordance with this Agreement, where appropriate.

Article 5 - Rights of Employees

SECTION 1. Each employee in the unit of recognition shall have the right to join or assist the Union, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Each employee shall have the right:

- A. To act for the Union in the capacity of a representative, and in that capacity to present the views of the Union to elected or appointed officials of federal, state, and local governments, the Congress, or other appropriate authorities; and,
- B. To engage in collective bargaining with respect to conditions of employment as authorized by the NWSEO President, this Agreement, and applicable laws.

SECTION 2. The provisions of this Agreement shall not be construed to preclude an employee from being represented by an attorney or other representative, other than the Union, of the employee's own choosing, in any grievance or appeal action or exercising grievance or appellate rights established by law, rule, or regulation, except in the case of the NGP in this Agreement.

SECTION 3. Nothing in this Agreement shall require an employee to become or remain a member of the Union, or to pay money to the Union, except pursuant to a voluntary, written authorization by the employee for payment of dues.

SECTION 4. The lawful right of employees, individually or collectively, to petition Congress or a member of Congress, or to furnish information to either House of Congress, or to a committee or Member thereof, may not be interfered with or denied. All employees shall be provided the full protection extended to them by the U.S. Constitution, law, regulation, and this Agreement.

SECTION 5. Employees have the following rights when questioned by Management, or its designee, to ascertain necessary facts in preparation for third party proceedings under [5 USC 71](#), including unfair labor practices and grievances. The Management representative shall tell the employee(s):

- A. the purpose of the questioning;
- B. that no reprisal will take place;
- C. that participation is voluntary;
- D. that the questioning will not exceed the legitimate purpose of the inquiry; and
- E. that he / she may have a Union representative present during the inquiry, upon request.

SECTION 6. An employee has the right to seek representational assistance on duty time from the designated Union representative, or designee if unavailable. If the discussion can be held without impacting the employee's assigned duties and the discussion is for a limited period of time, ten (10) minutes or less, no request for Official Time is necessary. If the discussions or assistance will need more research or comprehensive attention, the employee and Union representative must request Official Time from their supervisor or designee. Procedures for approval of Official Time are found in [Article 7 \(Union Representation\)](#) of this Agreement. Requests will be made at a reasonable time when Management is likely available or through electronic mail (E-mail). Official Time will be granted without unreasonable delays.

SECTION 7. Employees must first obey orders from their supervisor and may grieve later, if they believe relief should be granted.

An employee has the right to refuse orders that would require him / her to violate the law or government-wide regulations. However, if an employee is incorrect and the order did not violate the law or government-wide regulations, the employee may be subject to disciplinary action.

SECTION 8. An employee will have the appropriate tools and training to perform their duties as determined by Management.

SECTION 9. The Parties encourage employee participation in [Combined Federal Campaign \(CFC\)](#) charitable drives and campaigns. Participation is voluntary. Employees shall not be required to attend briefings / meetings to discuss charitable drive participation. Employees will be voluntarily excused from any portion of a briefing / meeting which discusses these subjects. CFC solicitations may be made, but no pressure shall be brought to bear to require such participation. Flyers, bulletins, posters, etc., associated with charitable drives, may be posted a reasonable amount of time prior to the opening date, and shall be removed concurrent with the closing date.

SECTION 10. Limited personal use of government-furnished communication devices and Internet during working or non-working hours including the use of government (E-mail), World Wide Web access, and the use of government personal computers, networks, and printers to support such access, is authorized, provided that the use:

- A. involves minimal expense to the government or does not consume excessive resources;
- B. does not interfere with official business;
- C. does not pose a security risk; and
- D. does not create the impression that the individual's personal views or activities represent the official position of the NWS.

While the occasional, moderate personal use of government Internet / E-mail resources on duty time (i.e., in a duty status) is acceptable, some uses are strictly prohibited. Prohibitions include, but are not limited to:

- A. private commercial business activities or profit making ventures;
- B. engagement in matters directed toward the success or failure of a political party;
- C. engagement in any prohibited direct or indirect lobbying;
- D. use that could generate or result in an additional charge or expense to the government;
- E. viewing, obtaining, creation, distribution, or storing of sexually explicit material;
- F. participation in or encouragement of illegal activities or the intentional creation, downloading, viewing, storage, copying, or transmission of materials that are illegal or discriminatory;
- G. use of government E-mail addresses in a manner that will give the false impression that an employee's otherwise personal communication is authorized by the DOC;
- H. engagement in unauthorized charitable fund raising, including use of broadcast E-mails, or soliciting volunteers to raise funds; and / or
- I. activity that would bring discredit on the NWS or violation of any Statute or regulation, including applicable copyright laws.

Where there is reasonable cause to believe employees may be misusing the Internet / E-mail, Management may request that official inquiries be conducted on their employees' Internet / E-mail activities, including accessing computer file information. Employees found to be misusing government Internet / E-mail resources may be subject to disciplinary action, up to and including removal from the Federal Service.

Limited personal use of employee-owned communication devices (e.g., telephones, tablets, Wireless Fidelity (Wi-Fi) enabled devices, etc.) is authorized during duty hours provided it does not interfere with official duties or consume excessive resources. This activity must be limited in duration and frequency. Employees found to be excessively using their employee-owned communication devices may be subject to disciplinary action, up to and including removal from the Federal Service.

While limited personal use of employee-owned communication devices while on duty time (i.e., in a duty status) is acceptable, some uses are strictly prohibited. Prohibitions include, but are not limited to:

- A. private commercial business activities or profit making ventures;
- B. viewing, obtaining, creation, distribution, or storing of sexually explicit material;
- C. use that could generate or result in an additional charge or expense to the government;
- D. participation in or encouragement of illegal activities or the intentional creation, downloading, viewing, storage, copying, or transmission of materials that are illegal or discriminatory;
- E. use of government E-mail addresses in a manner that will give the false impression that an employee's otherwise personal communication is authorized by the DOC;
- F. engagement in unauthorized charitable fund raising, including use of broadcast E-mail, or soliciting volunteers to raise funds; and / or activity that would bring discredit on the NWS or violation of any Statute or regulation, including applicable copyright laws.

SECTION 11. The agency shall not take or fail to take any personnel action with respect to any employee as a reprisal for the exercise of any appeal right granted by law, rule, regulation or the terms of this Agreement.

SECTION 12. The agency shall not take any personnel action against an employee or fail or refuse to effect, in a timely manner, any personnel action related to an employee as a reprisal for the employee's disclosure of information which the employee reasonably believes indicates a violation of any law, rule, regulation, mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to the public health or safety.

SECTION 13. The Parties recognize the benefits of a diverse and inclusive workplace. Employees are encouraged to immediately notify their Union representative or Management of any diversity or adverse workplace issue. If Management and the Union representative believe a local policy change would help alleviate the issue, the issue will be discussed at the next Local Office Team (LOT) meeting, which should be held as expeditiously as practicable. Nothing in this section shall extend or toll the timelines an employee must follow for filing a grievance ([Article 10 of this Agreement](#)), Equal Employment Opportunity (EEO), or other complaint.

SECTION 14. The [Student Loan Repayment Program \(SLRP\)](#) is intended to aid recruiting and retaining a high quality, diverse workforce. Further information about the program can be obtained from the [NOAA Office of Human Capital Services](#).

SECTION 15. Employees shall not be subjected to prohibited personnel practices in accordance with [5 USC 2302](#), as may be amended.

SECTION 16. Employees may discuss lawful subjects during duty hours, or while on breaks during duty hours, so long as situational awareness is maintained and mission-related work is not adversely affected and subject to [Article 19](#), section 8 of this Agreement.

Article 6 - Rights of the Union

SECTION 1. The Union agrees to accept employees in the unit of recognition as members of the Union without discrimination, for example, but not limited to race, color, creed, sex: gender, gender identity, sexual orientation, national origin, age (forty (40) or over), disability, genetic information, preferential or non-preferential civil service status, veteran status, religion, political affiliation, pregnancy, parental or marital status.

SECTION 2. The Union may request any information which is not prohibited by law, is normally maintained in the regular course of business, is reasonably available, and is necessary for full discussion, understanding and negotiation of subjects within the scope of collective bargaining. Each request must be in writing and specify the following:

- A. Why it needs the information;
- B. How it will use the information; and
- C. How its use of the information relates to carrying out its representational responsibilities under the Statute.

Management will furnish the information to the Union, upon request and to the extent not prohibited by law, if that information is:

- A. Normally maintained by the agency in the regular course of business;
- B. Reasonably available;
- C. Necessary for full and proper discussion, understanding and negotiation of subjects within the scope of collective bargaining; and
- D. Does not constitute guidance, advice, counsel, or training provided for Management officials or supervisors, relating to collective bargaining.

The Union understands Management may request clarification of its request and / or an explanation of relevance, and such clarification and / or explanation will be provided in a reasonable amount of time. The Union agrees that it will honor all requests returned for clarification or relevance. Management will normally request such clarification in writing within fifteen (15) days after receipt of the Union's request for information. Management will answer most information requests within thirty (30) days of receipt. If unable to answer information requests within thirty (30) days of receipt of request, Management will notify the Union in writing of the reason for the delay and the expected date the request will be answered.

SECTION 3. The Union shall not call, or participate in a strike, work stoppage, or slowdown, or picketing of an agency in a Labor-Management dispute in violation of law.

Employees may engage in informational picketing which is done in accordance with law.

SECTION 4. The Union shall be given advance notice and afforded the opportunity to be represented at any formal discussion between Management and one (1) or more employees in the BU concerning any grievance, or any personnel policy or practice, or other general condition of employment.

SECTION 5. A Union representative will be granted access to meet with employees or Management at another facility provided that a request has been made and advance approval has been obtained from Management at both the duty station of the visiting Union representative and the NWS manager in charge of the facility being visited. Approval shall be subject to the security requirements of the facility being visited. Requests for such visit shall specify the purpose of the meeting, date of the meeting, start time of the meeting, and the estimated length of time the meeting will take. All costs of such meetings (e.g., meeting rooms, travel, etc.) when requested by the Union will be borne by the Union.

SECTION 6. Management will provide the Union, in accordance with applicable law, rule or regulation, a roster of all BU employees on a semi-annual basis and upon request, made in accordance with section 2 of this Article, a roster of a particular group of employees. BU employees will be identified by their physical location.

SECTION 7. The Union will be permitted up to fifteen (15) minutes for a Union representative to meet with each newly hired BU employee assigned to the facility for the purpose of explaining the role and responsibilities of the Union. Upon request, this time will be made available within three (3) days after the employee reports for duty. Where no Steward is assigned to or available at the facility, Union orientation material may be mailed by the Union's national office to each newly hired employee.

SECTION 8. The Union may request to include articles in the agency's newsletter(s). Such articles shall be limited to general topics, as opposed to individual cases or disputes between the Parties.

SECTION 9. The Union may request to utilize NWS all-hands E-mail to communicate with employees.

SECTION 10. Subject to local Management approval, the Union is authorized to hold informational meetings during core business hours. Premium pay will not be authorized for any such informational meeting. The Union will ensure content of meetings complies with current laws and regulations. The Union will normally notify Management fourteen (14) days prior to the time of the desired meeting. Meeting dates and times will be mutually agreeable to the Parties.

Article 7 - Union Representation

SECTION 1. Levels of Representation

All dealings between the Parties which have authority to bind the respective Parties, will occur at levels in accordance with the following:

<u>UNION</u>	<u>MANAGEMENT</u>
NWSEO President or Designee	Assistant Administrator or Designee
Regional Chairpersons or Vice Chairpersons	Regional, NCEP, or Headquarters Office Directors or Designee
Local Stewards, Vice Stewards or Designee	Local Managers or Designee

Vice Regional Chairpersons and Vice Stewards will be recognized in the absence of the Chairperson or Steward in accordance with the requirements of this Article.

For purposes of this Agreement, any place the term “Union representative” is used, it refers to national officers, Regional Chairpersons and Vice Chairpersons, and local Stewards and Vice Stewards and other designated Union representatives.

SECTION 2. Designated Representatives

Management agrees to recognize only the designated national and regional Union representatives authorized by the NWSEO President and Stewards authorized by the Regional Chairpersons to administer this Agreement. Where no representative has been properly designated, Management has no notification obligation to the Union.

A representation roster containing the names of all BU Union representatives will be provided to Management as follows:

- A. The NWSEO President will provide the NWS Assistant Administrator for Weather Services (AA) in writing within thirty (30) calendar days of the signing of this Agreement (and within thirty (30) calendar days of any subsequent changes), the names, duty stations, E-mail addresses, and telephone numbers of all national officers, Regional Chairpersons of the Union, and their respective NWS areas of responsibility at the national level.
- B. The Regional Chairperson or designee will provide the Regional Director / Office Director / National Centers for Environmental Prediction (NCEP) Director, or any other Management designee, in writing, within thirty (30) calendar days of the signing of this Agreement, and annually thereafter, the names, telephone number, E-mail addresses and duty stations of appropriate Union Stewards and their respective NWS areas of responsibility. If any changes to the named Union Stewards occur during the calendar year, the Regional Chairperson or designee

will provide the Regional Director/Office Director/NCEP Director of the NWS, or any other Management designee, in writing, the name, E-mail address, telephone number and duty station of the new Steward. The NWS Regional Director / Office Director / NCEP Director, or any other Management designee, shall only recognize as Union representatives those persons identified by the Union under this section. If no telephone number or E-mail address is provided for Stewards, Management has no obligation beyond attempting to contact the Steward at his / her work site.

- C. The Union shall designate, in writing, no more than one (1) Steward per organizational unit. Stewards must be BU employees in the organizational unit to which they are officially assigned as NWS employees. The Union will also notify Management of any designated Vice Stewards. As a designated Steward, they will represent the Union and all BU employees in their organizational unit.

When there is a Steward vacancy, or a significant absence of the designated Steward, the Regional Chairperson shall designate the Vice Steward to act as the Steward for purposes of this Article. If a Vice Steward is unable or unwilling to act, the Regional Chairperson shall designate another employee from the Region to act in place of the Steward.

- D. The Union will notify Management in writing within thirty (30) calendar days of the signing of this Agreement (and within thirty (30) calendar days of any subsequent changes) of all non-employee Union representatives. The Union will immediately notify Management of any changes to its designees under this section. Such notification will include the name(s), telephone number(s), and E-mail address(es) of the new representative(s). Such notification will be provided prior to their designation to represent the Union.

The NWS AA, or his / her designee, shall advise the NWSEO President, in writing, of the name(s), work and government-issued mobile telephone number(s) (if any), E-mail address(es) and the duty station(s) of those NWS employees who are designated to serve as Labor-Management Relations (LMR) focal points at the national and regional / office levels. Management shall provide copies of this notice to the appropriate Union Regional Chairpersons. The Union will be promptly notified of any changes in these designations.

SECTION 3. Official Time Procedures

- A. **Request:** Authorized Official Time for the NWSEO President, Executive Vice President, Secretary / Treasurer and Regional Chairpersons will be requested and incorporated into the master rotation and planning schedule. Should the Union officer not require their allotted Official Time, they will coordinate with their supervisor and request that period of time be reassigned as duty time. Local Union representatives or employees must specifically request Official Time in advance for representational activities authorized in this Agreement. Such requests must include an estimate of the amount of time to be spent, the general nature of the activities involved, and the duty location where the activities will be

performed. Requests will be made verbally, via telephone, in writing, or electronically if an electronic system is available. Any requests made verbally or via telephone must be followed by a request in writing.

- B. **Supervisor Review of Request:** Supervisors or other designated officials may excuse Union representatives or employees from their official work duties to conduct representational activities on Official Time, provided that workload conditions and the needs of the Service permit. In the event they are not able to be released, the supervisor will advise the representative of the workload conditions and any limitations to their release.
- C. **Approval:** Once the request is approved, the employee and / or Union representative may use the amount of Official Time approved.
- D. **Reporting:** Any use of Official Time must be reported by the Union representative in [WebTA](#) or negotiated successor system. The four (4) categories for requests for Official Time shall be reported as follows: Term Negotiations (Base Negotiations/Reopen 35); Mid-term Negotiations (Base/Mid-term Negotiations 36); Dispute Resolution (Base/Grievance/Appeals 38); General Labor-Management Relations (Base/Labor-Management 37). All Union representatives, including national officers, Regional Chairs, Stewards, and all BU employees using Official Time are required to report their use of Official Time.
- E. The Union agrees that in the interest of efficient government, all efforts will be made to use approved Official Time expeditiously, and that effect on the work schedule of the Union representative's office / unit is a factor in the decision as to when Official Time may be authorized. Only one (1) employee may serve as a representative in a particular case of complaint at any one (1) time on Official Time. The supervisor or designee shall propose an alternate time in those instances where requested Official Time is denied.
- F. A designated Union representative must obtain the permission from the supervisor of any employee he / she wishes to contact on the employee's duty time regarding a representational matter. Attendance by BU employees at meetings held by the Union to discuss general labor-relations matters must be approved in advance. The represented employee's supervisor or designee makes the final determination on the release of the employee the Union wishes to contact or meet with.
- G. Management shall not authorize any payment (e.g., overtime, premium pay) or grant compensatory time to Union representatives for representational time spent outside of duty hours.

SECTION 4. Authorized Official Time

A. Official Time for Stewards

1. Stewards shall be permitted reasonable amounts of Official Time. Below is a guideline for judging the amount of Official Time typically used to perform authorized functions on duty time:
 - a. Informal resolution efforts with Management or consideration of a possible grievance prior to the filing of a grievance - Up to two (2) hours.
 - b. Step One grievance representation - Up to five (5) hours per grievance. Step Two or Step Three grievance representation - Up to two (2) hours per grievance.
 - c. Arbitration preparation if presenting the case before the arbitrator - Up to sixteen (16) hours per case.
 - d. Arbitration hearing - Actual time as presented in [Article 11](#) of this Agreement.
 - e. Formal meetings - Actual time of meeting.
 - f. Weingarten meetings - Actual time of meeting.
 - g. [Article 8 \(Labor-Management Relations\)](#) meetings - Actual time of meeting.
 - h. Proposed disciplinary, adverse action, or performance-based representation - Up to eight (8) hours preparation time per action.
 - i. Mid-term bargaining - Actual time in negotiations.
 - j. Preparation and communication with corresponding levels of Management on matters covered by this Agreement - Each instance - up to two (2) hours.

All the above time frames include time spent in correspondence (e.g., telephone, E-mail and text).

2. Local Management will be notified in writing if a Vice Steward, or if there is no Vice Steward, a Regional Chairperson is authorized to act in the absence of the designated Steward. In these situations, the Vice Steward or Regional Chairperson is authorized use of approved Official Time for the above-enumerated representation purposes which would otherwise be accorded to the Steward.

B. Official Time for Regional Chairperson or Equivalent

1. Subject to section 3C. of this Article, one (1) person per region (the NWS Regional, NCEP or Headquarters Chairperson) will be authorized up to sixteen (16) hours Official Time per pay period to conduct all representational activities and / or activities authorized by this Agreement in addition to the Official Time necessary for regional negotiations, consultations or for Labor-Management meetings authorized by [Article 8 \(Labor-Management Relations\)](#) of this Agreement.
2. Regional / Office / NCEP Management will be notified in writing if a Regional Vice Chairperson is authorized to act in the absence of the Regional Chairperson. In these situations, the Vice Chairperson is authorized use of Official Time, for representational activities. Such notice will be provided, to the maximum extent practicable, at least three (3) weeks in advance.

The following representational activities are included in the Official Time referenced above:

- a. General labor relations responsibilities under the Statute;
 - b. Arbitration when Union advocate;
 - c. Preparation of agenda items for [Article 8 \(Labor-Management Relations\)](#) meetings;
 - d. Formal meetings; and
 - e. Weingarten meetings.
3. For Regional Chairpersons, the following representational activities will be excluded from the hours referenced above:
 - a. Participation in collective bargaining;
 - b. Travel time, if otherwise in a duty status; and
 - c. Meetings requested by Management, including meetings under [Article 8 \(Labor-Management Relations\)](#) of this Agreement.

C. Official Time for National Officers

The amount of Official Time granted for national Union officers may have a direct impact on the ability to schedule employees in a local office or other NWS activity where shift operations are involved. The removal of those officers from a shift schedule may require staff augmentation to ensure the continuation of services.

1. Subject to section 3C. of this Article, the NWSEO President, Executive Vice President and Secretary / Treasurer are authorized the following amounts of Official Time to perform the functions authorized by this Agreement without loss of leave or pay:
 - a. The NWSEO President may use up to eighty (80) hours of Official Time per pay period.
 - b. The Executive Vice President may use up to sixty (60) hours Official Time per pay period.
 - c. The Secretary / Treasurer may use up to sixteen (16) hours of Official Time per pay period.

If any national Union officer position is abolished, vacated for any period of time including leave, the NWSEO President may designate in writing to the NWS AA or designee, an alternate who may be granted the Official Time authorized for the position. The NWSEO President will try to provide, to the maximum extent practicable, at least three (3) weeks' notice.

2. Official Time authorized for the NWSEO President, Executive Vice President and the Secretary / Treasurer may be used for the following representational activities:
 - a. General labor relations responsibilities under this Agreement and the Statute;
 - b. Preparation and communication on provisions covered by this Agreement;
 - c. Union grievances ([Article 10 of this Agreement](#));
 - d. Unfair labor practices (ULPs);
 - e. Grievances at Step Two or Step Three;
 - f. Arbitrations;
 - g. Formal meetings;
 - h. Weingarten meetings;
 - i. Preparation of agenda items for [Article 8 \(Labor-Management Relations\)](#) meetings; and

- j. Preparation of reports for other agencies required by law.

All the above time frames include time spent in correspondence (e.g., telephone, E-mail and text).

- 3. For the NWSEO President, Executive Vice-President and the Secretary / Treasurer, Official Time used for the following representational activities will be excluded from and not counted against the Official Time hours referenced above:
 - a. Participation in collective bargaining;
 - b. Travel time, if otherwise in a duty status;
 - c. For purposes of exercising national consultation rights, the amount to be determined on a case-by-case basis; and
 - d. Meetings requested by Management, including meetings under [Article 8 \(Labor-Management Relations\)](#) of this Agreement.

SECTION 5. Union representatives may be granted Official Time by Management in conjunction with attendance at an annual training session sponsored by the Union, provided the subject matter of such training is of mutual benefit to the agency, the representative in his / her Union representational capacity, and the NWS' interest. Such Official Time will only be granted for those portions of the annual training session as meet the aforementioned criteria. Each Union representative being trained at this session will not normally receive more than eight (8) hours of Official Time for training. The Union is entitled to no more than two hundred, forty-eight (248) hours for this annual training session. The granting of Official Time will be considered with respect to work schedules and on a case-by-case basis. No travel or per diem or other expenses will be paid by Management.

A written request for this Official Time will be submitted at least four (4) weeks in advance only by the NWSEO President to the NWS AA or designee. The request will cite this section of the Agreement, and will contain all the information about the location, duration, purpose and nature of the training, and benefit to Management.

SECTION 6.

- A. There shall be no restraint, interference, coercion, or discrimination against Union representatives because of the performance of their approved official representational duties.
- B. In those instances where a Union representative's use of Official Time does not comply with the provisions of this Agreement, Management will initially discuss the matter with the Union representative. Abuse of Official Time could thereafter

lead to disciplinary action.

SECTION 7. If requested, and approved by their supervisors, the NWSEO President, Vice President, Secretary / Treasurer, and Regional Chairpersons will be allowed to telework up to the authorized Official Time allotted to them under this Agreement. Any Official Time while teleworking must be consistent with the request and approval procedures for Official Time use in this Article.

All Union representatives who telework must have a signed, up to date telework agreement as provided in [Article 26 \(Telework\)](#) of this Agreement, as a condition to their being authorized to telework.

SECTION 8. Notwithstanding anything in this Article to the contrary, nothing in this Article shall be construed to prohibit Management from authorizing Official Time as required under Sections [7131\(a\)](#) and [7131\(c\)](#) of Title 5, USC.

Article 8 - Labor-Management Relations

SECTION 1. The Parties' Commitment to Bilateral Cooperation

The Federal Service Labor Management Relations Statute imposes an obligation upon the Parties to bargain in good faith over the impact and implementation of, and in some cases the substance of, changes in working conditions which are proposed by one or the other of the Parties during the term of this Agreement. The Parties also recognize that pre-decisional involvement (PDI) in decisions which are traditional Management prerogatives may obviate the need for subsequent bargaining over the impact and implementation of Management decisions.

SECTION 2. Local Office Teams (LOTs)

The Parties agree that fostering communication and effective labor relations requires local level Labor and Management to work together, to fulfill their Statutory obligations under the Federal Services Labor Management Relations Statute, and to develop a sound working relationship. Labor-Management cooperation can result in Management decisions that receive widespread support within the workforce and results in fewer grievances and improved job satisfaction, as well as better service to the public. For this purpose, we believe in the establishment of LOTs to provide a vehicle for effective LMR.

A. Purpose

The purpose of the LOT is to provide the Parties an opportunity for consultation and discussion of matters of interest, and, where required, to fulfill Statutory bargaining obligations.

B. Structure

LOTs will be established at local field offices, NCEP Centers, Regional Headquarters, and Divisions within the National Headquarters. Consistent with [5 USC 7131\(a\)](#), the number of Union representatives for whom Official Time is authorized shall not exceed the number of Management representatives while bargaining.

1. The LOT will consist of two (2) members who will act as co-chairs; one (1) local Steward and one (1) Management representative. If, however, more than one (1) Management representative is present, an equal number of Union representatives, if requested, will receive Official Time. Where a local office does not have a Steward, the Regional Chairperson may designate another Steward from within the Region to act in lieu of a local Steward. They will participate virtually, unless mutually agreed to otherwise. The LOT will be co-chaired by the local office Meteorologist-in-Charge (MIC) / Hydrologist-in-Charge (HIC) / Official-in-Charge (OIC), Center Director, Deputy Regional Director, or Headquarters Division Chief and the corresponding Union Steward, or their designees.
2. Members of the LOT may submit issues to be brought before the LOT by

notifying the other co-chair of the issue. Employees may also submit issues and concerns they want to be brought to the LOT through the local Steward co-chair, or if there is no local Steward, to the Steward designated by the Regional Chairperson, who may present their issues / concerns. When a LOT meeting is needed, if the designated Steward is other than the local Steward, that designated Steward will participate virtually, unless mutually agreed to otherwise.

C. **Meeting Schedule and Procedures**

1. The LOT shall meet whenever needed. When a change which materially affects conditions of employment of BU employees at the local level is contemplated, local Management shall request a LOT meeting with the Steward and shall place the matter on the meeting's agenda. Notice of the contemplated change shall be made as far in advance as is practicable. The Steward will be provided with a reasonable opportunity, not to exceed fifteen (15) days, to consult with the impacted employees. Whenever the local Steward wishes to propose a change in working conditions or office operations, she / he shall request a LOT meeting which shall be conducted promptly. In cases such as this when the Parties are engaged in collective bargaining, the procedures contained in section 5 below will also apply.
2. Each meeting will have an agenda. Either Party may provide input as to what matters will be placed on the agenda. Any team member may submit items to the respective chair for consideration that it be included on the agenda. Issues not on the agenda at the time of the meeting may only be considered by mutual agreement of the co-chairs. Any or all of the following matters may be placed on the agenda:
 - a. Consultation and discussion - Either Party may bring to the meeting issues which are to be discussed and allow for consultation, e.g., informational subjects, issues of morale, relationship issues, etc.
 - b. Statutory bargaining obligations, in which case, the procedures contained in section 5 below will apply.
3. Actions of the LOT cannot amend or otherwise alter the terms of the Collective Bargaining Agreement (CBA) or National Memorandum of Understandings (MOUs).

SECTION 3. Regional Labor Council (RLC)

A. **Purpose**

The purpose of the RLC is to provide Union and Management, at the regional level (Center in the case of NCEP), an opportunity for consultation and

discussion of matters of interest, and where required, to fulfill Statutory bargaining obligations.

B. Structure

The RLC shall be chaired jointly by the NWS Regional, NCEP or Office Director or his / her designee, and the Union Regional Chairperson or his / her designee. Up to two (2) additional Management and two (2) Union representatives may be selected by the respective chairs of the RLC on Official Time.

C. Meeting Schedule and Procedures

1. RLC meetings will be held semi-annually, or as determined by mutual agreement of the council / team co-chairs. At least one (1) meeting will be held face-to-face, otherwise, the meetings will be virtual, unless mutually agreed to otherwise. Travel and per diem expenses for the designated regional councilpersons shall be paid by Management in accordance with [Federal Travel Regulations \(FTRs\)](#).
2. Any council member may submit items to the respective chair for consideration that it be included on the agenda. The agenda will be prioritized by the chairs and provided to each council member no later than two (2) weeks prior to the date of the next scheduled meeting. Agenda items not submitted in a timely manner may only be considered by mutual agreement of the co-chairs. Any or all of the following matters may be placed on the agenda:
 - a. Consultation and discussion – Either Party may bring to the meeting agenda items which are to be discussed and allow for consultation, e.g., informational subjects, issues of morale, relationship issues, etc.
 - b. Statutory bargaining obligations, in which case, the procedures contained in section 5 below will apply.
3. Actions of the RLC cannot amend or otherwise alter the terms of the Collective Bargaining Agreement or National Memorandum of Understandings (MOUs).

SECTION 4. National Labor Council (NLC)

A. Purpose

The purpose of the NLC is to provide the Parties, at the national level, an opportunity for consultation and discussion of matters of interest, and when required to fulfill Statutory bargaining obligations.

B. Structure

The NLC shall consist of the AA or his / her designee, and the President of NWSEO or his / her designee, who will jointly chair the council. Up to (3) three additional Management and (3) three Union representatives may be selected by the respective chairs of the NLC.

C. Meeting Schedule and Procedures

1. NLC meetings will be held semiannually or as determined by mutual agreement of the council co-chairs. At least two (2) meetings will be held face-to-face, otherwise, the meetings will be virtual, unless mutually agreed to otherwise. Travel and per diem expenses for the designated national councilpersons shall be paid by Management in accordance with [FTRs](#).
2. Any council member may submit items to the respective chair for consideration that it be included on the agenda. The agenda will be prioritized by the chairs and provided to each council member no later than two (2) weeks prior to the date of the next scheduled meeting. Agenda items not submitted in a timely manner may only be considered by mutual agreement of the co-chairs. Any or all of the following matters may be placed on the agenda:
 - a. Consultation and discussion – Either Party may bring to the meeting agenda items which are to be discussed and allow for consultation, e.g., informational subjects, issues of morale, relationship issues, etc.
 - b. Statutory bargaining obligations, in which case, the procedures contained in section 5 below will apply.

SECTION 5. General Ground Rules for Mid-term Bargaining

In addition to the provisions contained in sections 1 through 4 above, these ground rules will serve to establish and set forth the sole procedures for bargaining over the impact and implementation of mid-term changes in conditions of employment, as well as mid-term bargaining over other Union-initiated proposals that occur at local, regional and national levels.

A. Notice of Changes

1. When proposed changes affect employees within a single local, regional, or national office, notice will be served on the appropriate designated representative for that level. Notices served other than upon the designated representative shall not be considered as having given notice.
2. When proposed changes may affect the region as a whole or more than one (1) office in a particular region, notice will be served on the Union Regional Chairperson or designee.

3. When proposed changes may affect the NWS as a whole, notice will be served on the NWSEO President or designee.
4. When proposed changes are of a similar nature and may affect more than one (1) region, notice will be served on the NWSEO President or designee. Bargaining over these common changes will occur at the national level, with an understanding that subsequent bargaining on local changes in working conditions will take place at the local or regional level as appropriate.
5. Notices concerning a change shall be provided as far in advance as practicable of the proposed implementation date.
6. Notices will contain a description of the change, the need for the change, a proposed implementation date, and the identity of Management's representative.

B. Responses to Notice and Submission of Proposals

1. The Union must respond to notices within a reasonable time based on the nature of the notice, but in no event, later than fifteen (15) calendar days. A response that the Union demands to bargain shall include the Union's written proposals. If the Union requests clarification of the proposed changes in conditions of employment, the request will be made in writing within seven (7) calendar days after receipt of the notice. In such a case, the fifteen (15) calendar day period for the Union's submission of written proposals will commence upon receipt of Management's response to the request for clarification. Absent a timely submission of a demand to bargain, Management will implement the proposed change. If a demand to bargain has been submitted timely but written proposals are not received within the required time period, Management will implement the proposed change.
2. If the proposed change in working conditions is only subject to bargaining over procedures and appropriate arrangements, the Union will submit proposals which mitigate the adverse effects on BU employees affected by the change and procedures for the implementation of the change.

C. Bargaining

Unless the Parties agree otherwise, negotiations over mid-term changes shall occur no later than fifteen (15) calendar days after the submission of proposals.

D. Time Frames

Any time frames within this Article can be extended by mutual agreement.

E. Team Members

1. Each Party is entitled to have up to four (4) team members for national bargaining.
2. At the regional level, each Party is entitled to have up to three (3) team members.
3. At the local level, each Party is entitled to have one (1) team member; one (1) Union representative and one (1) Management representative. If Management chooses to have more than one (1) representative, the Union will be allowed an equal number of representatives.

F. Observers

As scheduling allows and by mutual consent, up to two (2) observers per side may be present during negotiating sessions. Union observers are not entitled to Official Time unless Management has observers.

G. Chief Negotiators

1. Each Party will name a Chief Negotiator to represent it at negotiations.
2. The Chief Negotiators for each Party will be the chief spokesperson for their respective teams.
3. Only the Chief Negotiator will have authority to make binding comments for his / her Party regarding accepted proposals, subject to ratification by the Union's membership and Agency Head Review.
4. Dates and times for negotiations will be determined by mutual agreement of the Chief Negotiators.

H. Location of Negotiations

1. All negotiations will be conducted at DOC / NOAA facilities.
2. The Parties may use alternatives to face-to-face negotiations.

- I. **Official Time** shall be in accordance with [Article 7 \(Union Representation\)](#) of this Agreement.

J. Notes of the Negotiations Sessions

Negotiators may make whatever notes they deem necessary; however, no electronic or other verbatim recording of the proceedings shall be permitted, unless mutually agreed upon by both Parties.

K. Subject Matter Experts (SMEs)

Either Party may request the attendance of SMEs.

L. Caucuses

Each Party will make every effort to restrict the number and length of caucuses.

M. Final Agreement

The agreement shall not be completed and finalized until all proposals have been disposed of by mutual agreement. The Parties will incorporate any agreement into an MOU. Each MOU will contain a provision indicating an effective date and an expiration date. Agreements negotiated pursuant to this Article will be subject to ratification by the Union's membership at the Union's election. If ratified, or if ratification is waived, the agreement must be signed by both Parties. The agreement is then subject to Agency Head Review pursuant to [5 USC 7114\(c\)](#).

N. At all stages of the process, the Parties will communicate and bargain in a good faith effort to reach agreement in an expeditious manner.

O. Meetings will be held virtually unless mutually agreed to otherwise. If any face-to-face meetings are held, travel and per diem expenses for the bargaining team shall be paid by Management in accordance with [FTRs](#).

SECTION 6. Management will maintain the status quo, in accordance with law, pending bargaining under this Article, unless the Union fails to respond within the time frames contained herein, or except if in doing so, the NWS would be continuing an illegal practice, or as otherwise allowed by law.

SECTION 7. If during the negotiation process the Parties reach an impasse, either Party may request the assistance of third-party mediation. If voluntary arrangements fail to resolve the negotiation impasse, either Party may request the service of the [Federal Service Impasses Panel \(FSIP\)](#). If the agency provides the Union appropriate notice and the Union fails to timely invoke the services of the FSIP, Management may lawfully implement its last, best offer.

However, if bargaining is initiated at the local level and the Parties are unable to reach agreement at the local level, the Parties will continue bargaining at the regional level in an attempt to reach agreement before impasse is declared.

SECTION 8. If disagreements occur as to whether or not past policies, practices, agreements, arbitration awards, and / or MOUs remain in effect, then consistent with the practice as set forth in [Article 4](#), section 3, the Parties will adhere to the status quo pending the resolution of the dispute.

Article 9 - Surveys and Questionnaires

Consistent with long standing past practice, Management will, to the extent practicable, keep surveys and questionnaires issued by the NWS anonymous and voluntary. Where negotiable, Management will provide surveys and questionnaires to the Union in advance. Upon request by the Union, Management may provide a copy of the survey and / or questionnaire results.

Article 10 - Grievance Procedure

SECTION 1. Purpose

The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of employee, Union, and Management grievances. This procedure will be the sole procedure available to the Parties or BU employees for resolving grievances.

SECTION 2. Intent and Understanding of the Parties

- A. The Parties recognize and endorse the importance of settling workplace problems, promptly and equitably at the lowest possible supervisory and Union level, so as to resolve the problem without the necessity of filing a grievance. Employees may bring his / her concern to either the Union Steward, the manager, or both, on an informal basis. The Union Steward will advise the employee, and if requested, speak to the manager about all such concerns, as soon as possible. The provisions of this Agreement shall not preclude a BU employee from bringing a matter of personal concern to either Party. If an informal resolution is reached, the Parties will memorialize that the issue has been resolved in writing. Any attempt at informal resolution will not extend the deadline for filing a grievance without a mutual agreement for an extension.
- B. The Parties agree to cooperate fully in processing grievances and to make every reasonable effort to ascertain, document, and present the relevant facts relating to any matters processed under this procedure.
- C. Employees should recognize that the Union may assert that it has a right to information for grievance processing and other representational rights pursuant to [5 USC 7114\(b\)](#) that may supersede the employee's right to privacy provided by the Privacy Act ([5 USC 552a](#)).

SECTION 3. General

This Article provides a grievance procedure that is fair, simple, and provides for expeditious processing, and which includes procedures that:

- A. assure the Union the right to present and process grievances in its own behalf or on behalf of any employee in the BU;
- B. assure each employee the right to present a grievance on his / her own behalf, and assure the Union has the right to be present during a grievance proceeding;
- C. assure Management has the right to present and process grievances; and provide that any grievance not satisfactorily settled under this procedure shall be subject to binding arbitration which may be invoked by either Party.

As defined by [5 USC 7103](#) (a)(9), and, for the purposes of this Agreement, a grievance

means any complaint:

- A. by any employee concerning any matter relating to the employment of the employee;
- B. by any labor organization concerning any matter relating to the employment of any employee; or
- C. by any employee, labor organization, or agency concerning:
 - 1. the effect or interpretation, or a claim of breach, of the collective bargaining agreement (CBA);
 - 2. or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

For the purpose of this Article, “labor organization” means the Union.

The following are excluded from the grievance procedure contained in this Article:

- a. Any claimed violation of [subchapter III of Chapter 73 of Title 5, US Code](#) relating to prohibited political activities;
- b. Retirement, life insurance, or health insurance;
- c. A suspension or removal under [Section 7532 of Title 5, US Code](#) (national security);
- 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 of probationary and / or temporary employees;
- g. Non-selection from a group of properly ranked and certified candidates or candidates for promotion;
- h. Any issue where there would be no tangible relief to the grievant;
- i. Granting or failure to grant incentive awards;
- j. Warnings and notice of proposed action;
- k. Non-adoption of suggestion;

- l. Content of published DOC, NOAA and NWS regulations and policies (however, application of such regulations and policies may be grieved);
- m. Non-selection for temporary promotion of less than one hundred and twenty (120) days;
- n. The filling of any position outside the BU; and
- o. The substance of performance standards and elements / measures.

SECTION 4. Time Limits

- A. All time limits specified in this Agreement are binding. This does not preclude the request for an extension of seven (7) calendar days. The request shall be granted automatically and documented by the requester and the grantor, with copies to the other. Additional extensions shall be reasonable and only by mutual agreement and documented in writing to one another. In considering an extension, the Parties will consider: (1) the length of the delay; (2) the existence of circumstances beyond the control of the Party; and (3) whether prejudice to the agency or the Union would result from a waiver of time limits.
- B. Failure of the Union, the grievant, or the grievant's representative to observe any time limit, shall result in the grievance being dismissed.
- C. Failure of Management to observe any time limit shall automatically elevate the grievance to the next Step.

SECTION 5. Procedural Information

- A. In adverse actions ([5 USC 7512](#)), EEO discrimination complaints, prohibited personnel practices under [5 USC 2302\(b\)\(1\)](#), and removal or reduction-in-grade for unacceptable performance ([5 USC 4303](#)), an aggrieved employee may use either the NGP or the Statutory appeals procedure, but not both. An employee shall be deemed to have exercised his / her option at such time as the employee initiates a timely complaint or appeal under the applicable Statutory procedure or timely files a grievance, in writing, in accordance with the provisions of the NGP, whichever occurs first.
- B. An employee may present a grievance to Management and have it resolved with or without the services of the Union. If presented without Union representation, such grievances may be resolved without Union intervention, provided the resolution is not inconsistent with the terms of this Agreement. However, the Union has the right to be present at any meetings conducted by Management with the grievant when such meetings are related to an active grievance.

- C. Employees who choose to present their own grievances without intervention by the Union are not entitled to further review or consideration beyond the opportunity to present their grievances and have them adjudicated, affirmatively, or negatively. The decision on such a grievance is final as to the employee who chooses to present his or her grievance without the intervention of the Union. The NWSEO President will be provided with a copy of the adjudication.
- D. Should either Party question the arbitrability of a matter presented under the terms of this Agreement, that matter will be presented to an arbitrator in accordance with [Article 11 \(Arbitration\)](#) of this Agreement.
- E. A grievance which does not contain the information necessary to reach a decision, or is otherwise unclear, will be returned to the representative of record or the grievant with an explanation of the reason(s) for its return within seven (7) days of its receipt. If such a grievance is re-initiated, it must be done by submitting a new grievance within ten (10) calendar days after receipt of the returned grievance, or it will be terminated at that Step. The Management time limits to respond begin when the information requested is received.
- F. New issues may not be raised by either Party or the grievant after the decision is rendered at Step One of this procedure; however, the Parties may mutually agree to join new issues to a grievance in progress.

SECTION 6. Grievance Resolution

- A. The filing Party may terminate the processing of a grievance at any time. Once terminated, the same grievance may not be re-filed by the grievant and / or the Union.
- B. If, at any step, the Parties to this Agreement agree that no grounds existed for a grievance or they agree to the means of adjusting the grievance, they shall state their agreement in writing, signed by both Parties. This will constitute the final resolution of the grievance.
- C. It is understood that when a decision concerning a disciplinary or adverse action is accepted by a grievant, it will be considered to be settled in its entirety, and neither the grievant nor the Union may elect to proceed further with the grievance or appeal. Such a settlement shall not be precedent in any future grievance or appeal involving a subsequent disciplinary or adverse action.
- D. Any resolution of a grievance shall be in writing and binding on Management, the employee, and the Union for that specific grievance.

SECTION 7. Representation and Employee Official Time

- A. When an employee chooses to be represented by the Union under the provisions

of this Article at Step One of the NGP, he / she shall be normally represented by the local Steward. The designation of a representative at Step One of the NGP does not prohibit the grievant from changing representatives at any subsequent Step. Any changes in Union representation thereafter shall be documented in writing to the appropriate Management official. The Union representative will be afforded appropriate Official Time for grievance processing in accordance with [Article 7 \(Union Representation\)](#) of this Agreement.

- B. BU employees may only be represented in grievances and arbitration, as provided for in this Agreement, by the Union. BU employees may not be represented by representatives of their choosing, including attorneys, in this procedure.
- C. Once a representative has been designated, all correspondence and communications will be sent to the representative. Management shall not contact the grievant directly concerning the subject matter of the grievance, either in writing or verbally, if the grievant has chosen to be represented by the Union. If, during the course of a grievance, the Union representative contacts a Management official, the representative will inform the official of his/her representational role and the purpose of the contact.
- D. A BU employee alleged to have been aggrieved, if otherwise in a duty status, shall be granted time without charge to leave or loss of pay to assist in the preparation and presentation of his / her grievance, including time to secure advice on his / her rights; obtain information or assistance; to prepare documents; and to prepare for an arbitration hearing. The granting of time is subject to the approval of the appropriate Management official on a case-by-case basis. The time requested must be reasonable, necessary, and in the public interest, and approval may be subject to workload conditions and the needs of the Service. If time cannot be granted for the time requested, it is understood that an alternate time shall be arranged.

SECTION 8: Meetings

Absent mutual agreement, all employee grievance meetings will be held at the employee's work location during the grievant's regularly scheduled work hours. Participating in such meetings will normally be the employee who is raising the issue, the employee's Union representative (if the employee has chosen to be represented by the Union), and the individual who has the authority to resolve the grievance. If the employee is not represented by the Union, the Union will be notified about the grievance and any meetings pertaining to the grievance and provided an opportunity to attend. Participants are encouraged to hold such meetings face-to-face; individuals unable to be physically present at such meetings will participate in them through telephone conferencing or some other audio-visual technology.

SECTION 9. Employee Grievances

When an employee has an issue or concern regarding a matter in the workplace, prior

to filing a grievance, he / she should first consider meeting with their supervisor in an attempt to resolve this matter. The Parties agree that resolving matters informally, at the lowest possible level, is the preferred method for resolving such matters.

Step One

A. When an employee chooses to file a grievance, the grievance must be submitted, in writing, to the immediate supervisor within fifteen (15) calendar days of the date the employee is harmed, becomes aware of, or should have been aware of the action being grieved. The written grievance shall contain the following:

1. The name and duty station of the grievant.
2. Must clearly state that this is a grievance.
3. A brief description of the facts surrounding the grievance including relevant dates and places and known witnesses.
4. The specific provision of this Agreement (Article, section if a contract violation is being grieved, if known).
5. Any past practice which is claimed to have been violated.
6. The specific law, rule, or regulation claimed to have been violated (if known to the grievant).
7. An explanation of how the grievant was harmed.
8. The remedy being sought.
9. The name and address of the grievant's Union representative, or a statement that the employee is representing himself / herself.
10. All grievances must be signed and dated.

Response

A. The supervisor or designated Management official reviewing a grievance for Step One adjustment must issue to the employee or the designated representative a dated written notice of the disposition of the grievance which contains the following information within fifteen (15) calendar days:

1. the decision with respect to the grievance;
2. the reason for the decision;
3. the reasons for granting / denying the relief;

4. the grievant's right to file at the next step of the NGP if still dissatisfied;
5. the time limit; and
6. the name and address of the next level for submission.

Step Two

- A. An employee or designated representative dissatisfied with the answer provided in Step One may appeal the grievance to the Regional / Office / NCEP Director, or designee, within fifteen (15) calendar days of receipt of the written response. The Step Two written grievance shall contain a general statement explaining why Management's Step One response is not acceptable and must include a copy of the Step One grievance and response.
- B. In those cases where the NWS AA represents the next higher-level line of supervision, the grievance shall be submitted to the Deputy AA for NWS to fulfill the Step Two requirement. Within twenty-one (21) calendar days following receipt of the grievance, Management will send a written decision to the grievant or his / her designated representative which will include the name and address of the next level for submission.

Step Three

- A. If satisfactory settlement is not reached at Step Two, and further review is necessary, two (2) options are available:
 1. The grievance must be sent to the NWS AA, or designee, within fifteen (15) calendar days of receipt of the decision in the preceding Step. This written grievance must contain a copy of all documents developed during Steps One and Two and general statements of why the grievant feels Management's Step Two response is not acceptable; or
 2. A request to mediate the grievance must be sent to the Assistant Administrator for NWS, or designee, within fifteen (15) calendar days of receipt of the decision in the preceding Step. This request must include a copy of all documents developed during Steps One and Two and general statements of why the grievant feels Management's Step Two response is not acceptable. Employees represented by NWSEO in Steps One and / or Two of the grievance procedure must first consult with their designated representative before making a mediation request. Within fifteen (15) calendar days of receipt of a request to mediate, Management must decide whether the grievance is appropriate for mediation.

If Management agrees to mediate the grievance, Management will initiate action to obtain the services of a mediator through the [NOAA Alternative Dispute Resolution \(ADR\) Program](#) Administrator. The costs of the mediator shall be

borne by Management.

Mediation sessions will utilize NWS facilities at the worksite of the employee whenever possible. In the event that a mutual resolution of the grievance cannot be achieved through mediation, the employee must use the procedures of Step Three A.1. above to obtain further grievance consideration.

If Management refuses to mediate the grievance, the grievance shall proceed using the procedures in Step Three B. and Step Three C. below.

- B. Within forty-five (45) calendar days following receipt of the grievance, a written decision will be sent to the designated representative (or to the grievant if no representative is designated). In the case of an employee who chooses to present such grievances without Union representation designated in Step One, this decision will be final, and arbitration may not be invoked.
- C. Management will also simultaneously send a copy of the Step One, Two, and Three grievances and responses to the Union's national office and to the NWSEO President.

SECTION 10. Disciplinary Action Grievance

- A. Although proposed disciplinary actions are not grievable, all employees have the right to submit to the deciding official, a response to the proposed disciplinary action. Any such responses will be fully considered in arriving at a decision.
- B. After the decision on a disciplinary action is received, an employee may grieve the action by presenting a grievance at the Step Two level.

SECTION 11. Management / Union Grievances

- A. Management grievances shall be initiated in writing by the NWS AA or designee and presented to the NWSEO President, or designee, within thirty (30) calendar days of the action or condition giving rise to the grievance. Decisions by the NWSEO President, or designee, shall be rendered in writing no later than thirty (30) calendar days following receipt of the grievance. Should the issue remain unresolved, arbitration may be invoked by Management in accordance with [Article 11 \(Arbitration\)](#) of this Agreement.
- B. Union grievances shall be initiated in writing by the NWSEO President, or designee, and presented to the NWS AA, or designee, within thirty (30) calendar days of the receipt of the action or the condition giving rise to the grievance. Grievances filed by the Union which are not institutional in nature, i.e., there is a specific harm that can be identified to the Union as an institution, must identify the aggrieved employees by name, location, harm incurred, violation alleged, date(s), time(s), place(s) of the action which gave rise to the grievance, and other

pertinent information which can be evaluated in making a decision. Decisions by the NWS AA or designee shall be rendered no later than thirty (30) calendar days following receipt of the grievance.

Should the issue remain unresolved, arbitration may be invoked by the Union.

If Management believes that the Union's grievance can be resolved at the local or regional level, it may refer the grievance to the appropriate office or regional official for processing, discussion with the Union and response.

Article 11 - Arbitration

SECTION 1. Within twenty-one (21) calendar days after receipt of the final decision under [Article 10 \(Grievance Procedure\)](#) of this Agreement, either Management (NWS AA or designee) or the Union (NWSEO President or designee) may invoke binding arbitration by notifying the other Party in writing. The invocation of arbitration shall identify who will be representing the Party in the arbitration case. The other Party will designate its representative within seven (7) days of receiving the invocation of arbitration.

Invoking Arbitration

The grieving Party shall advise the [Federal Mediation and Conciliation Service \(FMCS\)](#) that a dispute exists and shall request a list of seven (7) impartial arbitrators who are members of the [National Academy of Arbitrators](#) who are qualified by virtue of experience, background or training to arbitrate grievances in the federal (U.S.) sector. The designated representatives should contact each other within fourteen (14) calendar days after receipt of the lists to arrange for selection of an arbitrator. Within twenty-five (25) days after receiving the list, the Parties will make the final selection. Any time extension must be mutually agreed to. The selection will be accomplished by first Management, and then the Union, alternately striking names until only the selectee remains. On the next occasion, the Union shall strike first. If the selected arbitrator is not available, the Parties may agree to request another list or select someone else from the same list.

SECTION 2. Preparation for Arbitration

- A. A grievance file will be established by Management for grievances which have been referred to arbitration. Such file may be in electronic or paper format. Copies of this file will be provided to the arbitrator and the Union within fifteen (15) days prior to the pre-hearing conference. The file shall contain the grievance and response(s), a copy of this Agreement, and where appropriate, a copy of any Statute, rule, regulation or policy alleged to have been violated, and any information submitted by the grievant to Management.
- B. The arbitrator shall hold a pre-hearing conference (telephonic or as agreed) to assist in framing or narrowing the issues; to receive joint stipulations; to schedule the hearing; and to assist in resolving remaining questions regarding the arbitration procedures.
- C. Unless the Parties agree that the matter may be resolved solely on the basis of the written jointly stipulated record of the grievance procedure, the arbitrator shall hold a hearing, and the Parties shall be permitted to call witnesses and present evidence and oral or written arguments.

SECTION 3. Site and Time

- A. Arbitration hearings will be held on NWS premises at the grievant's duty station, when practicable. Should the grievant change his / her duty station, the hearing shall be held where the grievance occurred, or at any site mutually agreed to by the Parties. The arbitration site for grievances filed by the Parties shall be determined by mutual agreement. If the Parties cannot mutually agree on a site, the arbitrator will determine the location.
- B. The hearing shall normally be held during regular business hours, Monday through Friday.
- C. The arbitrator will set the date of the hearing with the concurrence of the Parties' representatives. Once that date has been established, any Party that unilaterally requests an arbitration hearing be delayed, postponed, and / or canceled for whatever reason, shall pay any and all fees, including any and all fees of the arbitrator associated with the delay, postponement, and / or cancellation. Payment of any non-refundable travel expenses will be determined in accordance with [FTRs](#).
- D. In any grievance where the Parties mutually agree to delay, postpone and / or cancel an arbitration proceeding, the Parties will equally pay all fees.

SECTION 4. Witnesses

- A. The Parties, through their respective representatives, will exchange witness lists thirty (30) calendar days prior to the hearing. Either Party may request a conference with the arbitrator concerning the relevance, materiality, or competence of any named witness. The grievant, the grievant's technical representative and all employees who are called as witnesses, will be excused from duty on Official Time to the extent necessary to participate in the arbitration proceedings, without loss of pay or charge to leave provided that the Union gives Management advance notice of at least seven (7) calendar days prior to the posting of the "fixed" work schedule covering the date(s) of the hearing.
- B. If Management determines that it is not practicable operationally to comply with a request for a witness, the Management representative shall notify the arbitrator and the Union of the reasons for that determination. If, in the arbitrator's judgement, the witness is essential to a full and fair hearing, he / she may postpone or continue the hearing until such time as Management is able to comply with his / her request. Any costs incurred shall be paid by Management. However, if postponement or continuation is due to failure of the Union to meet the timelines in either subsection A or B of this section 4, then in that event, any costs incurred will be paid by the Union.
- C. Both Parties agree to call only the minimum number of witnesses necessary to present their case.

- D. Witnesses will normally be sequestered at the request of either Party. Witnesses who are permitted to remain after giving testimony are not authorized Official Time to do so. However, a Union technical representative, who is also a witness, may remain during the entire proceedings on Official Time. A Management technical representative, who is also a witness, may remain during the entire proceedings.

SECTION 5. Arbitration Costs

- A. Except as provided above, the Parties will each pay one-half (1/2) of the regular fees and expenses of the arbitrator hearing the case.
- B. If the arbitrator requires a transcript, each Party will pay one-half (1/2) of the cost. The transcript will be made by a certified court reporter. Costs will be limited by [General Services Administration \(GSA\)](#) regulations for the court reporter and the transcript. The Parties agree that the transcript will be prepared once both sides have completed their cases-in-chief, including rebuttal. When a transcript is not required by the arbitrator but mutually desired by the Parties, the cost of a certified court reporter and the transcript will be shared by the Parties. In the event that either Party solely desires a transcript, that Party shall bear the entire cost. The other Party is not entitled to a free copy.
- C. Where a Party has been accorded full opportunity to appear before the arbitrator and be heard, the Party cannot complain about the result if they voluntarily choose not to appear. In this case, the Party failing to appear shall pay the whole cost of the arbitration.
- D. All other expenses which the Parties agree to incur shall be shared equally.
- E. Travel and other costs for Management representatives and Management witnesses shall be paid by Management.
- F. Travel and other costs for Union representatives and Union witnesses shall be paid by the Union, except as provided in section 6.

SECTION 6. Attorney Fees

- A. At the request of the Union, the arbitrator must determine that entitlement to any attorney fees is consistent with [5 USC 5596](#) and [5 USC 7701](#) (g) (1) and (2), and the attorney retained by the Union presented appropriate and customary documentation of fee entitlement.
- B. Upon the issuance of an award, the arbitrator shall retain jurisdiction to determine the entitlement to attorney fees, if any.

SECTION 7. The arbitrator shall limit his / her decision strictly to the application and

interpretation of the provisions of this Agreement, and shall be without power or authority to make any decisions which:

- A. Are contrary to or inconsistent with, or modifying, adding, deleting, varying, in any way, the terms of this Agreement or of applicable law, rules, or regulations governing the federal sector.
- B. Involve the exercise of Statutory or discretionary rights of both Parties under the provisions of this Agreement or under applicable law, rules or regulations, unless otherwise waived by the Agreement.

SECTION 8. Back Pay

Any back pay determination made by the arbitrator under the [Back Pay Act](#) must be consistent with law. Any payments of back pay will also be consistent with law.

SECTION 9.

- A. The arbitrator is bound by the [FMCS](#) regulations regarding time deadlines for rendering arbitration awards. When the arbitrator is unable to render an award within sixty (60) days from the close of the hearing, he / she should request an extension of time from the Parties.
- B. The arbitrator's award will be sent to both Parties simultaneously.
- C. Either Party may remand the issue to the arbitrator for the purpose of clarifying a decision or award. A copy of notification for such purpose will be immediately furnished to the other Party.

SECTION 10. Any grieving Party withdrawing from arbitration, absent settlement, agrees that the grievance at issue is null and void, and cannot be raised again.

Article 12 - Discipline

SECTION 1. The Parties recognize that the public interest requires the maintenance of high standards of conduct. The objective of discipline is to correct and improve employee behavior. Discipline should be administered in a timely way. No BU employee will be subject to disciplinary action except for just and sufficient cause.

Adverse actions will only be taken for such causes that will promote the efficiency of the Service. For purposes of this Article, the following definitions will be used.

- A. **Non-Disciplinary Counseling:** Counseling by a manager of an employee concerning the employee's behavior which may include a warning or caution. It may be oral or in writing. It is not reflected in the employee's official personnel folder (OPF), is not a disciplinary action and is not subject to being grieved under the [Grievance Article \(Article 10\)](#) of this Agreement.
- B. **Disciplinary Actions:** Letters of reprimand and suspensions of fourteen (14) calendar days or less.
- C. **Adverse Action:** A removal; reduction in grade or pay; indefinite suspensions or suspension for more than fourteen (14) days; or furloughs for thirty (30) days or less against an employee for such cause as will promote the efficiency of the Service. Not all adverse actions are for disciplinary purposes.
- D. **Furlough:** Placing of an employee in a temporary non-duty, non-pay status because of lack of work or funds, or other non-disciplinary reasons.
- E. **Indefinite Suspension:** Placing of an employee in a temporary status without duties and pay pending investigation, inquiry, or further NWS action. The indefinite suspension continues for an indeterminate period of time and ends with the occurrence of the pending conditions set forth in the notice of action, which may include the completion of any subsequent administrative action.
- F. **Suspension:** Placement of an employee, for disciplinary reasons, in a temporary status without duties or pay.

SECTION 2.

- A. When appropriate, discipline will be preceded by non-disciplinary counseling or other assistance which is informal in nature and is not placed in an employee's electronic Official Personnel Folder (eOPF). Reasonable efforts will be made to explore with an employee the source of any conduct deficiency, and Management will suggest a way(s) to overcome such deficiency. Non-disciplinary / non-investigatory counseling of an employee is a private matter between the supervisor(s) and the employee. Such counseling is a businesslike exchange of information between an employee and his / her supervisor(s). It has

the specific purpose of improving the employee's behavior and conduct related to his / her employment. The employee has no right to a representative during such counseling meetings.

- B. However, if an employee reasonably believes that an examination by a representative of Management in connection with an investigation may result in disciplinary action against him / her, and the employee requests representation, the Union shall be given the opportunity to represent the employee. Employees will be notified of this provision annually. Normally, no meeting shall be delayed more than one (1) day, except in emergency situations involving a threat to life or property.

SECTION 3.

- A. The adverse action procedures of this Article apply to the following BU employees:
1. Employees in the competitive service who have completed a trial or probationary period;
 2. Employees in the competitive service serving in an appointment not requiring a trial or probationary period, and who have completed one (1) year of current, continuous service in the same or similar positions under other than a temporary appointment limited to one (1) year or less;
 3. Preference eligible employees in the excepted service who have completed one (1) year of current, continuous service in the same or similar positions; and
 4. Non-preference eligible employees who have completed two (2) years of current, continuous service in the same or similar positions under other than a temporary appointment limited to two (2) years or less.
- B. Disciplinary or adverse actions will generally be proposed within a reasonable time after:
1. Management becomes aware of the alleged infraction and believes the proposed action is for just and sufficient cause;
 2. Management receives an investigative report from an investigating authority; or
 3. There has been a final disposition of a criminal prosecution.

This does not preclude Management from proposing an action before the receipt of any investigative report, or before the final disposition of a criminal

prosecution, if Management deems it appropriate to do so.

An employee may be indefinitely suspended without pay pending an initial adjudication in the judicial process if the employee has been arrested or indicted; it is determined that there is reasonable cause to believe that a crime has been committed; and the alleged misconduct that led to the arrest or indictment bears a sufficient relationship to the employee's duties to warrant the action as promoting the efficiency of the Service. If the employee pleads guilty or is convicted, the NWS may proceed with appropriate disciplinary action on the basis of the misconduct that led to the conviction, without returning the employee to duty from the indefinite suspension.

In imposing an indefinite suspension, the agency must meet the then applicable standards of the [Merit Systems Protection Board \(MSPB\)](#) and federal law, rule and regulation.

C. Letters of Reprimand

1. Letters of reprimand shall cite specific acts for which the employee is reprimanded and shall include a warning that repetition of the offense may lead to a recommendation for more severe disciplinary action.
2. Letters of reprimand are temporary contents of the employee's OPF. An employee may request, in writing, that any such document be removed after one (1) year. Management may remove the reprimand if the employee's record indicates no intervening disciplinary actions. Otherwise, the reprimand will be removed after three (3) years.

D. Suspensions of Fourteen (14) Calendar Days or Less

1. The employee will be given written notice of the proposed action. In this notice, the employee will be informed that the action will be taken no earlier than fifteen (15) calendar days from the date the proposal letter is served on the employee.
2. Generally, the proposing official will be the employee's first line supervisor and the deciding official will be the employee's second line supervisor. At the discretion of Management, another Management official may be designated as either the proposing or deciding official.
3. The proposal will specifically state why the suspension is being proposed; the employee's right to reply; the time limits for the reply; who to respond to in their written or oral response; that the employee may request an extension; and shall inform the employee of his / her right to review the material which is used to support the reasons for action given in this notice.

4. Within fifteen (15) calendar days of the date the proposal letter is served on the employee, unless extended by mutual agreement, an employee has the right to submit a written response and / or request a date to make an oral response. Oral response meetings may be conducted via teleconference or video teleconference (VTC), where appropriate.
5. An employee has a right to have a representative attend the oral response meeting.
6. Upon request and in accordance with the procedures for requesting Official Time in [Article 7 \(Union Representation\)](#) of this Agreement, Management shall give the employee a reasonable amount of Official Time to review the material used to support its proposal and to prepare an answer. The employee must be in a duty status to receive the time.
7. After the reply period has expired and prior to the effective date of the suspension, the final decision shall be issued and contain the specific reasons for the decision and the dates of the suspension. The final decision will also address any relevant legal or factual disputes raised by the employee's written and / or oral response and will contain a statement of the employee's right to file a grievance under the NGP.

E. Adverse Actions

1. The employee will be given written notice of the proposed action. In this notice, the employee will be informed that the action will be taken no earlier than thirty (30) days from the date the proposed letter was served on the employee. Such notice period may be changed if there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed. It will also specifically state why the adverse action is being proposed; the employee's right to reply; the person to whom the reply must be made; time limits for the reply; that the employee may ask for an extension; and any other information required to be provided by government-wide law, rules, or regulations.
2. Management will provide the employee or their designated representative, at their request, a copy of any information relied upon to support the proposed action.
3. Generally, the proposing official will be the employee's first line supervisor and the deciding official will be the employee's second line supervisor. At the discretion of Management, another Management official may be designated as either the proposing or deciding official.
4. Within fifteen (15) calendar days of the date the proposal letter is served

on the employee, unless extended by mutual agreement, an employee has the right to submit a written response and / or request a date to make an oral response. Oral response meetings may be conducted via teleconference or VTC, where appropriate.

5. An employee has a right to have a representative attend the oral response meeting.
6. Upon request and in accordance with the procedures for requesting Official Time in [Article 7 \(Union Representation\)](#) of this Agreement, Management shall give the employee a reasonable amount of Official Time to review the material used to support its proposal and to prepare an answer. The employee must be in a duty status to receive the time.
7. The final decision shall be issued and contain the specific reasons for the decision and the effective date of the action. The final decision will notify the employee of any Statutory appeal rights to which he / she may be entitled and shall also notify the employee that he / she may elect to grieve the discipline under the NGP. This final decision shall also notify the employee of the time limits within which he/she may elect to either appeal or grieve this action. If the employee has designated a representative, the representative will be served with a copy of the final decision simultaneously.

SECTION 4. If, after receiving a proposed suspension, removal, or a demotion for cause, a BU employee wishes to raise the allegation that he / she is suffering from alcohol or drug addiction, and by raising that allegation, intends that Management should consider the allegation of substance abuse before making any final decision, the employee must, at the time of the reply, support the allegation with evidence that:

- A. the employee is, in fact, addicted;
- B. the misconduct or poor performance was caused by the addiction; and
- C. the employee is currently seeking appropriate treatment for the addiction(s).

Reasonable extension of time to obtain medical documentation may be granted as appropriate.

Article 13 - Performance Appraisals and Within Grade Increases

SECTION 1. General

The [NOAA Performance Management Program](#) will serve as the basis for performance appraisal in the NWS. The NOAA Performance Management Program, issued 02/13/1998; reviewed last: 08/24/2015, provides for:

- establishing critical elements and related performance standards for each covered position, which, to the maximum extent feasible, permit the accurate evaluation of job performance on the basis of objective criteria related to the position;
- using performance plans to communicate DOC goals and objectives, NOAA and NWS strategic and operating plans, and to identify individual accountability for their accomplishment;
- using performance appraisal results as a basis for providing information to employees on their performance and how it may be improved; and for training, rewarding, reassigning, promoting, reducing in grade, retaining, granting within-grade increases, and removing employees; and
- evaluating and improving individual and organizational performance.

All BU employees will receive a performance appraisal in accordance with the NOAA Performance Management Program, which will be based on a comparison of the employee's performance with the standards and elements established for the appraisal period.

When an employee is on detail for one hundred and twenty (120) days or more, the supervisor, or Management designee, of the detail shall provide a performance review in accordance with [NOAA Administrative Order \(NAO\) 202-430](#).

When an employee is on detail for one hundred and nineteen (119) days or less or is a member of a team outside the direct supervision of the employee's immediate supervisor, the employee may request feedback on his / her performance from the supervisor or team leader, for use in the employee's annual performance appraisal. The supervisor or team leader is encouraged to provide the employee and the employee's immediate supervisor with written feedback.

Employees will receive a complete copy of the Performance Plan, Progress Review and Appraisal Record.

SECTION 2. Performance Plan

The Parties agree that the performance appraisal process is not a unilateral process. It involves participation on the part of the rating official and the employee.

- A. Approximately four (4) weeks before the start of the appraisal period, the rating official and employee should begin developing written performance plans for the next appraisal period. The rating official will document the critical elements in Part I of the Performance Plan, Progress Review and Appraisal Record within sixty (60) days after the beginning of the rating period, or when the employee has a significant change in critical elements.
- B. The Parties agree that the final determination on the content of critical elements rests with Management and is not grievable. If the rating official and employee disagree on the contents of the performance plan, the rating official and employee should attempt to resolve the disagreement informally. If they cannot reach agreement, the reviewing official will make the final decision regarding the contents of the plan.
- C. When the performance plan is finalized, the rating official will discuss the plan with the employee. The employee will be requested to sign and date the final plan. By signing, the employee officially acknowledges that the performance plan has been received.

SECTION 3. Progress Review

The Parties agree that progress reviews are a part of the appraisal process. These reviews, scheduled at approximately the midpoint of the rating period, are a key factor in identifying how well an employee is progressing towards meeting or exceeding performance standards for all critical elements.

- A. Additional progress reviews may be scheduled by the rating official when performances deficiencies are observed. The rating official will provide specific recommendations on how the employee can improve his / her performance.
- B. Progress reviews and any changes to the performance plan must be documented and a copy given to the employee.
- C. Performance-based meetings or counseling sessions are individual situations and not a general condition of employment which rise to a right to the presence of a Union representative. These meetings are a private, business like exchange between a supervisor and an employee.

SECTION 4. Appraisal

- A. Employees have the option of conducting a pre-appraisal meeting with the rating official prior to the formal appraisal meeting. A pre-appraisal meeting must be initiated and conducted by the employee and may serve to present the employee's assessment of his / her accomplishments with respect to the standards; inform the rating official about aspects of work of which the rating official is unaware; and identify changes necessary for the next performance plan and cycle.

1. The employee should be prepared to bring documentation to the meeting to support his / her assessment. When the employee provides relevant data to support his / her performance appraisal, the rating official should take this data into consideration on the final rating.
 2. Rating officials must give the employees two (2) working days' advance notice of the time for the performance appraisal meeting.
 3. For employees assigned a summary level of "Meets or Exceeds Expectations", the rating official is encouraged to include narrative comments in Part III of the Performance Plan, Progress Review and Appraisal Record. For employees assigned a summary level of "Does Not Meet Expectations", the rating official must provide a written explanation describing the specific areas in which the employee failed to achieve critical elements, and the employee must be placed on a Performance Improvement Plan (PIP).
- B. Officials shall review performance appraisals, recommended performance ratings, and any employee comments, and that actual accomplishments support the recommended rating. They shall assign the final performance ratings, respond to employee comments on the final ratings, and when warranted, sign performance-related personnel actions as reviewing officials.
- C. If the employee disagrees with the rating, he / she may comment in writing to the reviewing official, normally within five (5) working days of receipt of the rating. Reviewing officials will respond in writing to the employee's comments within ten (10) working days.
- D. The final rating on an employee's performance for the most recent rating period will be considered the appraisal rating of record until replaced by another rating. When a rating official changes positions or leaves NWS during the last one hundred and nineteen (119) days of the appraisal period, he or she must complete appraisals and ratings for subordinate employees before departing. These ratings will serve as the employee's rating of record for the appraisal period. The remaining days of the appraisal period will be included in the following appraisal cycle.
- E. Employees will receive within grade (WGI) increases, when eligible, if their performance is at an acceptable level of competence.
- F. The process of monitoring performance is ongoing. Therefore, Management shall counsel employees in relation to their performance on an "as needed" basis. Such counseling sessions will inform the employee what he / she must do to improve performance. If such counseling is not successful and the employee's performance falls to below the "Meets or Exceeds Expectations" level,

Management may take appropriate action.

- G. An employee placed on a PIP shall be given a written notice which includes:
1. the critical element(s) of the employee's plan for which performance is unacceptable;
 2. the action(s) that must be taken by the employee to improve performance to the "Meets or Exceeds Expectations" level;
 3. the assistance, if any, that will be provided by Management; and,
 4. the action (i.e., reassignment, reduction in grade, or removal) that will be taken if the employee does not improve performance to the "Meets or Exceeds Expectations" level.

As part of this notification, the employee shall be given reasonable time to improve to the "Meets or Exceeds Expectations" level and must sustain that level of performance for at least one (1) year from the start of the "Opportunity to Improve" period. Reasonable time means an amount of time commensurate with the duties and responsibilities of the employee's job which is sufficient to allow the employee to show whether he / she can meet minimum performance standards. A range between forty-five (45) and ninety (90) days, but at no time less than thirty (30) days, is considered reasonable. At the end of the stated period, the employee's performance shall be evaluated, and the employee shall be informed, in writing, that:

- he / she performed at an acceptable level, and must continue to do so for one (1) year at the end of the period;
- the "Opportunity to Improve" period shall be extended;
- he / she will be reassigned to another appropriate position for which qualified; or
- his / her removal or reduction in grade is proposed.

Remedial training assigned during the "Opportunity to Improve" period is not discipline. Remedial training will be tailored to correct or improve a BU employee's performance. Training and the duration of such training is assigned on a case-by-case basis and has no bearing on the training assignments of any other employees. Employees on a PIP who become eligible for a WGI will receive the WGI in accordance with applicable law.

- H. An employee, who is proposed to be reduced in grade or removed, based on unacceptable performance, shall be given thirty (30) calendar days' advance written notice of the proposed action which:

- states the reasons for the proposed action in detail;
 - identifies specific instances of unacceptable performance by the employee;
 - identifies the critical elements of the employee's performance plan for which performance is unacceptable;
 - describes the efforts Management has taken to bring the employee's performance to the "Meets or Exceeds Expectations" level;
 - states that the employee may review the material relied upon in proposing the action. The notice will provide a copy of such material;
 - informs the employee of the right to reply orally or in writing, or both, within fifteen (15) calendar days from receipt of the proposed notice; and
 - informs the employee of the right to be represented by the Union or by another representative.
- I. If an employee is put on notice per Section 4G. of this Article, and the employee's performance improves during the "Opportunity to Improve" period, and that acceptable performance continues for one (1) year so that no performance-based action is taken, any reference to a performance deficiency that led to the original determination that performance was unacceptable will then be removed from the record. An employee may file a response to all performance evaluations which becomes a part of an agency record, or OPF relating to the employee.
- J. Union officials who use Official Time to fulfill LMR functions under this Agreement, will not be disadvantaged on their appraisal for such approved use of Official Time.

Article 14 - Merit Assignment Program

SECTION 1. Purpose and Coverage

- A. This Article establishes the Merit Assignment Program (MAP) for the NWS. The MAP is applicable to BU positions only in the competitive service area, unless otherwise stated. All actions covered by this Article are governed by the procedures of the [DOC MAP](#) Plan of March 1989, as revised June 2017. Applicable personnel placement actions will be taken consistent with the NOAA MAP. The agency will notify the Union of changes to the policy, and the Union may request bargaining, as appropriate.
- B. This Article applies to selection for competitive service BU positions resulting in the following types of actions:
1. promotion;
 2. transfer or reinstatement to a higher-graded position;
 3. reassignment or change to a lower-graded position with known greater promotion potential than the position last held;
 4. temporary promotion for more than one hundred and twenty (120) days, or assignment to a detail of more than one hundred and twenty (120) days to a higher-graded position, or to a position with known promotion potential within the BU. All prior service in a temporary promotion or detail to higher-graded position during the twelve (12) month period immediately preceding the current action is counted toward the one hundred and twenty (120)-day limitation; and
 5. training required for promotion to a BU position, unless the training is available to all qualified BU employees.

SECTION 2. Definitions

- A. **Applicants:** BU employees who express interest through proper written application, in accordance with the requirements of the vacancy or training announcement within the BU.
- B. **Area of Consideration:** The minimum area in which a search is made for eligible candidates.
- C. **Career Ladder Positions:** Previously identified positions in which most BU employees in the same line of work are given equal opportunity to demonstrate the full performance or journeyman level.

- D. **Career Promotion:** The promotion of an employee without current competition.
- E. **Competitive Procedure:** The process of evaluating BU applicants by applying job-related merit factors to determine the best qualified applicants.
- F. **Consideration:** The observation, examination and / or review and decision made by proper authority in the determination of an applicant's knowledge, skills, and abilities, in conjunction with other regulatory or Statutory requirements, to perform in the advertised position. It is a continuous process, culminating in final consideration by the selecting official. An applicant, upon failing to meet requirements at one (1) step in the process, would not progress and receive further consideration.
- G. **Eligible Applicants:** Those applicants who meet all the minimum eligibility and qualification requirements, including time in grade at the time the vacancy announcement closes, or, in the case of "open" announcements, at the time application is made.
1. **Qualified.** The rating given to an applicant who meets all of the established qualification requirements for a particular position, including selective placement factors.
 2. **Best Qualified.** The rating given to qualified candidates determined by a rating board to be the most capable of successfully performing all of the specific duties of the vacancy when compared to other eligible applicants.
- H. **MAP (Selection) Certificate:** The form used for submitting the names of qualified candidates to the selecting official for consideration.
- I. **MAP Vacancy Announcement:** A form used to publicize current or anticipated vacancies.
- J. **Non-status Applicants:** Applicants who respond to BU vacancy announcements who do not appear to have a current notice of eligibility from the [Office of Personnel Management \(OPM\)](#), and do not appear to be eligible for transfer or reinstatement.
- K. **Promotion:** The change of an employee to a higher-graded position when both the old and the new positions are under the General Schedule, or under the same wage schedule, or to a position with a higher rate of pay when both the old and new positions are under the same type of ungraded wage schedule, or in different pay-method categories.
- L. **Position with Known Promotion Potential:** A BU position which is filled at a grade lower than the officially classified ultimate grade level for that position. Career promotions may subsequently be made from these lower grade positions.

- M. **Reassignment:** The change of an employee from one position to another without promotion or demotion within the DOC.
- N. **Selective Placement Factors:** Knowledge, skills, or abilities essential for satisfactory performance on the job and which represent part of the basic qualifications for a position.
- O. **Selecting Official:** An NWS official with authority to select an applicant for assignment to a position, subject to final regulatory approval of the appropriate personnel officer.
- P. **Supervisory Appraisal:** Those evaluations of an applicant by current and / or former supervisors that will be considered by the selecting official in the selection process.

SECTION 3. RESPONSIBILITIES

BU employees are responsible for:

- A. Being knowledgeable of the provisions of this Article and complying with its requirements;
- B. Ensuring that their application documents are current with respect to qualifications, special training, and educational achievements, which may not be a routine matter of record;
- C. Demonstrating competence and readiness for advancement by effective performance in current positions; and
- D. Advising their immediate Supervisor in writing, prior to any temporary absences, (other than those involving the [Intergovernmental Personnel Act](#), military duty or assignment with Statutory reemployment rights) of the types of vacancies in the BU for which they wish to be considered during their absence.

SECTION 4. Exceptions

This Article does not apply by government-wide regulation in the following instances:

- A. Appointments from OPM registers provided that requests for certificates contain selective factors, if any, which would be used in advertising.
- B. Selection for a position with known promotion potential as a result of reduction-in-force (RIF).
- C. Repromotion of employees demoted without cause or not as a result of their personal request.
- D. **Promotion After Failure to Receive Proper Consideration:** If an employee

fails to receive proper consideration in a promotion action and the erroneous promotion is allowed to stand, the employee will be given priority consideration for the next appropriate vacancy in competition with any other employees with similar entitlement to this special consideration as an exception to the regular competitive procedures in this Article. The selecting official is not required to select from among these employees. An employee is entitled to only one (1) consideration under this provision for each instance of lost consideration. For purposes of meeting the requirement of this section, an employee is deemed to be “reconsidered” when his / her name is referred to a selecting official. This does not restrict the employee from being considered for positions in other areas of consideration for reassignment, other noncompetitive, or competitive actions.

- E. **Career Promotions:** Career promotions may be made in the situations noted below:
1. **Reclassification:** An employee whose position is reconstituted in a higher grade because of the accretion of additional duties and responsibilities may be promoted noncompetitively. To be eligible for a career promotion, an employee must continue to perform the same basic function, with the duties of the former position absorbed in the new one.
 2. **Result of new classification standard or correction of error:** Employees in positions upgraded without significant changes in duties and responsibilities on the basis of either the application of a new classification standard issued by OPM or the correction of a previous classification error, who meet all requirements for the higher-level position, may be promoted or be removed from the position by appropriate personnel action.
 3. Career promotion of an employee in a position with known promotion potential.
 4. **Career promotions under training agreements:** An employee who satisfactorily completes training under an OPM-approved training agreement which specifically provides for promotion if the employee was chosen for the training opportunity through competitive procedures.
- F. **Details or temporary promotion to a higher grade for one hundred and twenty (120) days or less.** A series of such assignments each of which is less than one hundred and twenty (120) days, but cumulatively do not exceed one hundred and twenty (120) days in the preceding twelve (12) months, may be made.
- G. Lateral assignments to BU positions with no greater-known promotion potential may be made without regard to this Article. Management has no obligation to reassign employees for hardship reasons.

- H. Handicapped employees normally appointed under excepted authority to [Schedule A](#) may be considered under this plan. A separate certificate of qualified applicants will be prepared. When such persons are selected and are to remain in the excepted service, their positions will be removed from the competitive service while they occupy them.
- I. Upward mobility program positions for which selections are made and filled through the MAP process.
- J. The filling of vacancies subject to the priority placement program shall take precedence over any procedures of the MAP.

SECTION 5. Certification

- A.
 - 1. When it has been advertised that a vacancy “may be filled at a lower level” or will be given multi-grade-level consideration, applicants for each level will be certified separately.
 - 2. Additional positions may be filled from the selection certificate if the additional vacancies are the same as the one advertised and are in the same commuting area.
- B. The Union will be offered the opportunity to have a fully participating representative on each rating board. The NWSEO President shall provide to each Financial Management Center (FMC) Director a list of at least three (3) Union members from which one will be selected to serve on an individual rating board. These Union members will normally be from within the commuting area where the board is convening.
- C. **Additional Sources of Recruitment:** The selecting official is not required to fill a vacancy by selection of one (1) of the applicants listed on the selection certificate. Additional recruitment efforts may be requested, or other recruitment action outside of MAP considerations, may be taken.
- D. **Decision:** The selecting official’s decision to select a particular applicant will be indicated on the selection certificate.

SECTION 6. Information to Employees

- A. The appropriate personnel officer will make available to all applicants the outcome of each vacancy announcement. If no rating board was utilized, within thirty (30) days of notification of the outcome, the applicants whose names appeared on the MAP Certificate may request a counseling discussion with the selecting official to answer questions about his/her consideration.

- B. Upon specific request to the appropriate personnel officer, any employee considered for a vacancy will be furnished the name of the individual selected and the following information about himself / herself:
1. All information pertaining to the inquiring employee concerning the particular action, including the rating plan and performance appraisals;
 2. Whether the employee was found to be qualified on the basis of the minimum standards;
 3. Whether the employee's name was on the selection certificate used to fill the position;
 4. If a rating board was utilized, the "sanitized" rating panel for the vacancy which has had the information which could be used to identify other candidates removed;
 5. In what areas, if any, the employee may improve in order to increase the chances of future selection for vacancies; and,
 6. Any additional information which may be provided in a grievance situation will be released in such form as to protect the privacy of any individual.

SECTION 7. Each BU employee below the journeyman level in a career ladder position shall be promoted to the next higher grade on the pay period closest to his / her anniversary date when:

- A. he / she meets the qualification requirements;
- B. she / he has been given grade building opportunities, and has successfully demonstrated the ability to complete them;
- C. there is enough grade-determining work;
- D. the time-in-grade requirement has been met;
- E. the employee's performance "Meets or Exceeds Expectations"; and
- F. no administrative restriction on promotions has been imposed by the NWS or an Authority above the NWS level.

When these conditions have been met, the employee shall be promoted.

SECTION 8. When Management contemplates a mass bid for external candidates to fill entry-level series 1340 (Meteorologist) vacancies in field offices, they will, to the

maximum extent possible, first consider advertising these positions as lateral transfer opportunities for status employees in accordance with the Employee Mobility and Criteria for PCS Benefits MOU dated April 8, 2022.

SECTION 9. This Article covers BU positions and employees only. Positions in the NWS not covered by this Agreement are excluded, and not subject to any provisions of this Agreement.

Article 15 - Reduction-in-Force / Transfers of Function and Reorganization

SECTION 1. In accordance with the manner provided for in this CBA, Management will notify the Union and bargain over the final decisions that have been made to conduct a reduction-in-force (RIF), transfer of function, or a reorganization which would adversely affect BU employees. All actions covered by this Article shall conform to federal, DOC and NOAA laws and regulations. In accordance with law and regulation, Management will give notice to the Union of the possibility of a RIF, prior to final decisions.

SECTION 2. Management will, upon written request, furnish or make available for the Union, examination of the following information on RIFs:

- A. Retention registers as developed;
- B. Records applicable to individual actions;
- C. Staffing authorizations; and
- D. Directives requiring official RIF, subject to regulatory or Statutory exclusion.

Management agrees to provide and make available access to the above referenced material at least fifteen (15) days in advance. This written notification will contain the name(s) of the Union representative(s) authorized to review this material. All requests shall be addressed to the NWS AA or the Regional / Office Director, as appropriate. This shall not be construed as a limitation on the right to information as set forth in [Article 6 \(Rights of the Union\)](#), section 2 of this Agreement.

SECTION 3. BU employees affected by a RIF have the right to inspect RIF records that pertain to their individual actions, insofar as it is permissible under the provisions of law and regulations. In reviewing these records, the employee may, if he / she chooses, be assisted by a Union representative. Such reviews will be provided in writing at least fifteen (15) days in advance, and include the name of the Union representative, if any, accompanying the employee.

SECTION 4. Prior to official notification to employees of a transfer of function or reorganization, in accordance with the manner and requirements of [Article 8 \(Labor-Management Relations\)](#) of this Agreement, the Union will be notified of and be provided an opportunity to bargain over a physical relocation of the unit or any of its component parts, changes in personnel policies, practices, or working conditions affected by these actions as required by law.

SECTION 5. If Management determines that RIF procedures will be enacted, each competing employee selected for release from a competitive level will be given a general written notice at least sixty (60) days before the effective date of action. An informational package listing employees' rights will be included along with the general

notice. If the general notice is to be supplemented by a specific notice, it shall be given to the employee at least ten (10) days before the effective date of the action.

SECTION 6. In the event of a reduction in force affecting NWS field components, there will be six (6) competitive areas: Eastern Region, Southern Region, Central Region, Western Region, Pacific Region, and Alaska Region. In the event that the NWS determines to reorganize such that there are greater or fewer field regions, this section shall be re-opened to conform the competitive areas with the new regions.

SECTION 7. The NWS will solicit and consider Union input when planning a potential RIF action as soon as practicable in advance of any final decision and notification to employees. The discussion between the Parties will include possible alternatives or ways to reduce the impact of the RIF for the NWS' consideration. It is acknowledged that such discussions must be undertaken expeditiously and are not a replacement for bargaining over the adverse effects on employees from the RIF, including such issues as retraining and placement.

Article 16 - Details / Temporary Promotions

SECTION 1.

- A. **Detail** is defined as the temporary assignment of an employee to a different position or set of duties for a specified period of time, where there is no formal position change; officially, the employee continues to hold the position from which detailed and keeps the same status and pay. Details can be made to higher-graded, same-graded, or lower-graded positions. All details will be made on a fair and equitable basis to employees determined qualified by Management.
- B. **Temporary promotion** is defined as a promotion to a higher-graded position which is temporary in nature and cannot exceed one hundred and twenty (120) days. When Management determines to make a non-competitive temporary promotion to a higher-graded BU position, it will select from among employees it deems eligible and qualified to perform in this higher-graded position.
- C. Details to a higher graded position, of less than two (2) consecutive pay periods, will not result in a pay adjustment or temporary promotion. An employee detailed to a higher graded position for a period of two (2) consecutive pay periods or more, will receive a temporary promotion and the rate of pay for the position to which he / she has been temporarily promoted. The employee will be paid for the entire period of that temporary promotion consistent with law and regulations.

SECTION 2. Provided eligible candidates are agreeable to a temporary promotion, a temporary promotion will be made as soon as practicable, but no later than four (4) pay periods after the BU vacancy begins.

SECTION 3. All temporary promotions of two (2) consecutive pay periods or more, will be documented by [Standard Form \(SF\)-50, Official Personnel Action](#).

Article 17 - Training and Career Development

SECTION 1. The Parties recognize that the training and development of employees are essential to an efficient operation. Recommendations and selections will be made without regard to race, color, creed, sex, gender, gender identity, sexual orientation, national origin, age (forty (40) or over), disability, genetic information, preferential or non-preferential civil service status, veteran status, religion, political affiliation, pregnancy, parental or marital status.

The choice of subject matter, areas for training, selection of employees, and assignment of training priorities, is a function of Management. Management's exercises of these rights do not preclude the right of the Union to submit proposals. The agency will notify the Union when making substantial or more than de minimis changes to its training program.

Training opportunities will be offered to employees within occupational or position groupings as equitably as is practicable, considering:

- A. the training needs of the NWS in order to bring about more effective performance;
- B. the training needs of individual employees as they relate to overall NWS program objectives (if stated); and,
- C. the short and long-range occupational and program needs of the NWS.

SECTION 2. The [NWS Office of the Chief Learning Officer \(OCLC\)](#) is the primary organization of the Agency in the delivery of training and career development activities. Training will be delivered via a combination of distance learning or in-residence. Training delivery methods, selection for training, location for training, frequency of training, content of training, and all other aspects of training are determined by Management by evaluating learning objectives, best practice delivery methods in the training industry and cost, subject to the Statutory obligation of Management to bargain over appropriate arrangements.

SECTION 3. The Parties recognize the importance of training activities to furthering the NWS' mission through the enhancement of the knowledge, skills, abilities, and potential of employees. In determining whether or not to approve training, whether self-study or instructor led, Management must consider cost, as well as whether or not the training is relevant to the employee's current position. If approved, materials required for the course, which are not on the [Commerce Learning Center \(CLC\)](#), will be paid for by Management.

Management agrees to give due consideration to Union recommendations concerning training for BU employees in the development of NWS training plans, policies, and procedures.

The Individual Development Plan (IDP) shall follow the purpose set forth in NWS Instruction ([NWSI 20-105](#)), October 11, 2017 as may be amended, subject to the rights of the Union to bargain any such amendment.

When circumstances prevent an employee from completing training prior to the deadline, the employee shall inform their Supervisor of the circumstances so that consideration can be given to extending the deadline. Approval of an extension request will not be unreasonably withheld.

SECTION 4. Individual employee career development goals should be given consideration when Management officials make decisions regarding the mission-related training and career development activities within their field offices / divisions. It is further recognized that certain training is essential for the performance of duties, in some instances, for certification to perform duties, and for career advancement. Management will make a reasonable effort to provide an appropriate amount of duty time to complete mandatory training.

SECTION 5. Each employee is responsible for applying reasonable effort, time and initiative in increasing his / her potential value through self-development and training. The Parties encourage employees to take advantage of training and educational opportunities which will add to their skills and qualifications.

SECTION 6. The employee has the responsibility to provide grades, proof of training ([SF-182s: Authorization, Agreement, and Certification of Training](#)), and / or college transcripts as appropriate for inclusion in his / her OPF. This applies to courses completed prior to, as well as during, employment in the NWS.

SECTION 7. An employee within five (5) years of retirement eligibility may apply, through a request for training, for authorization to attend retirement planning seminars.

SECTION 8. Transportation for any NWS-sponsored / controlled training will be in accordance with [Article 23 \(Travel\)](#) of this Agreement and appropriate regulations.

Article 18 - Equal Employment Opportunity

SECTION 1. The Parties agree to cooperate in providing equal opportunity for all qualified persons, to prohibit discrimination because of race, color, creed, sex, sexual orientation, gender, gender identity, national origin, age (forty (40) or over), disability, preferential or non-preferential civil service status, veteran status, religion, political affiliation, genetic information, pregnancy, parental / marital status, or retaliation, and to promote the full realization of Equal Employment Opportunity (EEO) through a positive and continuing effort. The Parties agree that the NWS provide opportunities to its workforce regardless of background or needs in order to provide high quality, responsive and equitable services for the public.

SECTION 2. The Parties recognize and understand the requirements imposed upon the NWS by the [Equal Employment Opportunity Act of 1972](#). The Parties further recognize that EEO plans are developed in accordance with guidelines and instructions promulgated from the [Equal Employment Opportunity Commission \(EEOC\)](#). Management agrees to provide copies of such plans.

- A. A BU employee who believes that he or she may be the victim of prohibited discrimination may file a formal EEO complaint with the agency or may file a grievance (via the NGP outlined in [Article 10 \(Grievance Procedure\)](#) of this Agreement), but not both. The employee shall not be deemed to have selected the EEO complaint route merely because he or she has discussed the matter with an EEO counselor but shall be deemed to have selected the EEO complaint route at the time he or she files a formal discrimination complaint. Any employee who has filed an EEO complaint or a grievance which alleges discrimination shall be free from coercion, interference, or reprisal.
- B. Management is obligated to notify the Union of any meeting requested by or initiated by the [DOC Office of Civil Rights](#), or [NOAA Office of Human Capital Services](#) or [NOAA Office of Inclusion and Civil Rights](#), where such meeting is a formal meeting.

SECTION 3. The names, addresses, and phone numbers of all EEO counselors who are authorized to accept informal EEO complaints from BU employees will be conspicuously posted in each office where BU employees are stationed. Such a list will be kept current, and an additional copy of the list will be provided to the Union. The Union will be promptly notified of any change to the list.

SECTION 4. To ensure the safety and health of disabled employees, Management will make facilities accessible to disabled employees in accordance with applicable federal laws, rules, and regulations.

Article 19 - Leave

SECTION 1. Purpose

The purpose of this Article is to state the principal requirements of law, regulation, DOC / NOAA / NWS policy and this Agreement relating to the absences of BU employees and to the administration of leave. This Article will in no manner substitute for legal or regulatory authorities, nor diminish any right or responsibility of Management or employees. The content of applicable laws and regulations are not grievable under this Agreement. Premium pay (e.g., overtime pay, night or Sunday differential pay) for a time period covered by approved annual or sick leave may only be paid as allowed for in law or regulation.

Any leave provided for in this Article may be approved in increments of fifteen (15) minutes or more.

SECTION 2. Annual Leave

Annual leave is a period of approved absence with pay from official duties. Employees are encouraged to take at least one (1) vacation per year, as dictated by their own needs and the status of their leave account. Supervisors should consult employees about their vacation plans and prepare a vacation schedule which accommodates the employee's preferences consistent with the needs of the organization.

Supervisors have the discretion to decide if annual leave may be taken. This decision will be made in the light of the needs of the Service, rather than solely on the desires of the employee, and will not be unreasonably denied. Reasonable efforts will be made to grant two (2) consecutive weeks of annual leave, with two (2) scheduled days off at the beginning and end of the leave period. Employees earning eight (8) hours of annual leave per pay period may be granted three (3) consecutive weeks of annual leave during the leave year, including peak leave periods, at the discretion of the supervisor. Employees are reminded, through the [WebTA](#) system, or negotiated successor system, of their use or lose leave status on an on-going basis. Employees should schedule annual leave or lose entitlement to all leave in excess of the authorized limit. The employee has a responsibility to manage, schedule, and use their leave to avoid any forfeiture of leave at the end of the leave year.

The Parties recognize that requests for large amounts of leave at the end of the year may cause an undue burden and may not be granted. Annual leave cannot be substituted for work for overtime purposes.

SECTION 3. Scheduled Leave

- A. All employees must personally request and obtain approval for scheduled leave. Scheduled leave may be approved in increments of fifteen (15) minutes or more.
- B. All requests, except for unscheduled leave, shall be submitted by [WebTA](#), or any negotiated successor program, to the immediate supervisor, or designee. Annual leave will normally be requested no more than six (6) months in advance.

Approval or disapproval will be indicated on [WebTA](#), or any negotiated successor program, as expeditiously as possible, and in any event, within fourteen (14) calendar days.

- C. Management may implement peak period leave procedures when requested by the designated Union Steward. The Steward will identify any peak periods at least six (6) months in advance. These periods will be specified in terms of pay periods. Requests for scheduled leave over a peak period will be submitted to the appropriate supervisor at least sixty (60) days in advance of the of the peak periods. The requests will either be approved or disapproved no later than thirty (30) days prior to the beginning of the peak period, after consultation with the Steward. Leave requests in a peak period will be treated as having all been submitted at the same time and will not be independently approved or disapproved prior to the deadline.
- D. For scheduled annual leave outside the peak periods, requests should generally be submitted at least fifteen (15) calendar days prior to the schedule becoming fixed.
- E. Employees whose written requests are denied may request written reasons for the denial from the supervisor.
- F. The supervisor at his / her discretion, may approve or disapprove a leave request subject to staffing, workload requirements, other leave requests, budget implications, weather conditions, or other valid reasons not listed herein. Conflicts in annual leave requests will be resolved by the supervisor, in consultation with the local Steward.

SECTION 4. Unscheduled Leave

- A. For the purposes of this Article, unscheduled leave means leave which is requested after the schedule becomes fixed.
- B. Employees should submit requests for unscheduled leave as far in advance as possible. Requests for unscheduled leave will be either approved or disapproved within twenty-four (24) hours. An untimely response to a leave request, by Management, should not be considered, by the employee, as an approval of the request.
- C. Unscheduled leave may be granted by the supervisor, or designee, after considering the need, expressed by the employee for requesting unscheduled leave, and the needs of the work unit. Unscheduled leave may be granted by supervisors or their designee when: extra personnel are available, and the shift can be filled by qualified BU employees; a local workload adjustment can be made; a swap can be arranged; a Management employee may fill in; or a portion / all of the shift may be left unfilled. In all instances, the supervisor's decision is

binding.

- D. In extraordinary circumstances, Management, at its discretion, may use overtime to cover an employee's absence.

If the supervisor determines that the needs of the work unit preclude a grant of unscheduled leave, or if the reasons expressed by the employee for absence are not acceptable to the supervisor, the supervisor may order the employee to report for duty. In such instances, the supervisor at his / her discretion may grant sufficient time on approved leave to reach the work site or, as circumstances warrant, charge all or part of the absence to absence without leave (AWOL).

- E. The term "emergency", for purposes of emergency annual leave, shall mean an unexpected situation that calls for immediate action. All requests for emergency annual leave must, normally, be made no later than two (2) hours prior to the start of the employee's tour of duty. In such an emergency situation, overtime may be used to ensure coverage.

SECTION 5. Scheduling and Granting Annual Leave

Employees should request leave as far in advance as possible using [WebTA](#) or any negotiated successor system. In the event that [WebTA](#) or any negotiated successor system is not available to an employee, the employee may request leave using E-mail, make an oral request, or via a combination of these methods. Approval of leave requests will be made through [WebTA](#) or any negotiated successor system. If [WebTA](#) or any negotiated successor system is not available, approval will be granted orally or by e-mail. Employees are required to enter the oral or email request into [WebTA](#) or any negotiated successor system as soon as possible after the [WebTA](#) or any negotiated successor system becomes available.

SECTION 6. Sick Leave

The Parties recognize the value of sick leave and agree to encourage employees to conserve sick leave in case of long-term illness. Sick leave which is not used during the year in which it accrues shall accumulate without limitation on the amount and be available for use in succeeding years.

It is agreed that employees are responsible for notifying their immediate supervisors or designees when they are prevented from reporting for work because of an incapacitating illness or injury. Such requests for sick leave should be made as soon as possible, and normally, for operational shift workers, not later than two (2) hours prior to the start of the employee's regular shift.

- A. Management will grant accrued sick leave to an employee when the employee:
1. Receives medical, dental, or optical examination or treatment;
 2. Is incapacitated for the performance of duties by physical or mental

illness, injury, pregnancy, or childbirth (Note: This does not include care for a healthy newborn);

3. Provides care for a family member who is incapacitated by a medical or mental condition; attends to a family member receiving medical, dental, or optical examination or treatment; or arranges for or attends the funeral of a family member (one hundred and four (104) hour annual maximum for full-time employees);
 4. Provides care for a family member with a serious health condition (four hundred and eighty (480) hour annual maximum for full-time employees);
 5. Would, as determined by 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
 6. Must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys' court proceedings; required travel; and other activities necessary to allow the adoption to proceed or be finalized.
- B. For the purposes of sick leave, "family member" means an individual with any of the following relationships to the employee:
1. Spouse and parents thereof;
 2. Sons and daughters and spouses thereof;
 3. Parents and spouses thereof;
 4. Brothers, sisters and spouses thereof;
 5. Grandparents and grandchildren and spouses thereof;
 6. Domestic partner and parents thereof, including domestic partners of any individual in B. through E. of this Section; and
 7. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
- C. "Son or daughter" means a:
1. Biological, adopted, step, or foster son or daughter of the employee;
 2. Person who is or was a legal ward of the employee when that individual was a minor, or required a legal guardian;

3. Person for whom the employee serves or served as a parent (i.e., acts or acted in *loco parentis*) when that person was a minor, or required someone to act as a parent; or
 4. Son or daughter as described in A. through C. of this paragraph, of an employee's spouse or domestic partner.
- D. "Domestic partner" means an adult in a committed relationship with another adult, including both same sex and opposite sex relationships which meet the requirements of federal law and regulations.
- E. "Parent" means a:
1. Biological, adoptive, step, or foster parent of the employee, or a person who was a foster parent of the employee when the employee was a minor;
 2. Person who is the legal guardian of the employee, or was the legal guardian of the employee when the employee was a minor, or required a legal guardian;
 3. Person who serves or served as a parent (i.e., acts or acted in *loco parentis*) to the employee when the employee was a minor, or required someone to act as a parent; or
 4. Parent as described in 1. through 3. of this paragraph, for an employee's spouse or domestic partner.
- F. Management may grant sick leave when the need for sick leave is supported by administratively acceptable evidence as to the reason for the absence.
- G. Administratively acceptable evidence may include:
1. An employee's self-certification as to the need for the absence; or
 2. Medical documentation. In most circumstances, medical documentation would include a statement on letterhead or the equivalent from the health care provider indicating that the employee is under the provider's care, the expected duration (if possible), and any limitations on a return to work.
- H. Employees may self-certify the use of sick leave for periods of three (3) days or less absent unusual circumstances, such as suspected leave abuse. When absence from duty exceeds three (3) workdays, such leave is to be granted only when supported by medical documentation, or other administratively acceptable evidence, approved by Management.
- I. If an employee becomes ill while on annual leave, he or she may request to have

sick leave substituted for that period of annual leave. If a family member requires care, or dies while the employee is on annual leave, the employee may ask to substitute sick leave if he or she has not reached the maximum permitted for these purposes during the leave year. The request to substitute sick leave for annual leave will be supported by administratively acceptable evidence.

- J. When more detailed medical information is deemed necessary to support a request for extended sick leave due to the employee's illness, or to care for a family member, Management may request further information from the employee. The employee may provide the information to his or her manager which describes how the employee's condition, or that of a family member, affects the employee's ability to perform his or her job, a prognosis for his or her return to work and such medical information as the employee chooses to provide to support a request for extended sick leave. If further information is needed, Management will request this information from the employee.
- K. When Management requests medical documentation, an employee must provide documentation no later than fifteen (15) calendar days after the date Management requests it. If it is not practicable, and the particular circumstances prevent the provision of the requested documentation within fifteen (15) calendar days despite the employee's diligent good faith efforts, the employee must provide the documentation within a reasonable period of time under the circumstances, but no later than thirty (30) calendar days after Management's request.
- L. It is not NWS' intention to require medical documentation that is not necessary to making decisions about leave requests. For employees suffering from chronic conditions, documentation may be requested periodically e.g., every six (6) months, rather than for every instance of sick leave requested.
- M. When oral or written information is provided to managers of a sensitive and confidential nature, such as information of a medical nature or other personally sensitive information (e.g., divorce), managers will safeguard the information and take appropriate measures to ensure that it is not shared with anyone, unless the employee authorizes the sharing of that information or the nature of the information requires that:
 - 1. It is shared with others when it is necessary to safeguard the employee or others in the workplace, is necessary to take appropriate actions with respect to the employee, or is otherwise required by the law, to be shared;
 - 2. If an employee has provided a diagnosis of their medical condition, the employee has the right to request whether the diagnosis has been shared with others and, if shared, whom it has been shared with; or It be disclosed pursuant to a proper request in an administrative or judicial proceeding.

- N. **Approval Authority.** Supervisors have the authority and responsibility to determine that the nature of an employee’s illness is, or was, such as to incapacitate the employee for his / her job and that the other reasons for which sick leave is requested are true. This determination will be made based on a review of submitted justification and / or documentation. Consequently, the employee requesting the leave should give sufficient information to justify the request. If the supervisor is not reasonably satisfied that the request is justified in accordance with established guidelines, the request will be disapproved. Should a request for sick leave be refused by a supervisor, even though accompanied by a medical certificate, the denial will be issued in writing with the reasons to the affected employee.
- O. **Leave Restriction.** If an employee is to be placed on leave restriction, the employee will be notified in writing of the terms of the leave restriction (e.g., duration, type of leave, a description of the medical documentation required for subsequent use of sick leave). Whenever practicable, the leave restriction letter will be presented to the employee at a meeting. The employee can request Union representation at this meeting. The employee’s leave usage will be reviewed every six (6) months, and a written review will be issued to the employee as to whether the leave restriction will be continued or terminated. If continued, the reasons will be provided to the employee. When Management determines that significant improvement has been made, Management will lift the restriction. In this case, the leave requirements letter will be removed from the employee’s temporary personnel records. Failure to abide by the terms of the leave restriction letter may result in disciplinary action.

SECTION 7. Family Medical Leave Act (FMLA) Leave

The [FMLA](#) entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons, with continuation of health insurance coverage under the same terms and conditions as if the employee had not taken leave. Employees are permitted to use a combination of sick leave, annual leave and leave without pay (LWOP) for [FMLA](#) leave, or to use only one (1) type of leave for [FMLA](#) leave. Sick leave may be substituted only in accordance with the normal requirements for the use of sick leave, in accordance with law or regulation. Eligible employees are entitled to those rights and benefits of [5 Code of Federal Regulations \(CFR\) Part 630](#), Subpart L, as may be amended.

Domestic Violence, Sexual Assault and Stalking. Consistent with OPM [“Guidance for Agency-Specific Domestic Violence, Sexual Assault, and Stalking Policies”](#), an eligible employee is entitled to up to twelve (12) weeks of unpaid leave under [FMLA](#) if domestic violence, sexual assault or stalking results in a serious health condition for the employee that makes the employee unable to perform the essential functions of his or her position.

SECTION 8. Temporary Non-Work Absences from the Work Area

- A. Employees must request permission from their supervisor if they will be absent

from their work area for a period in excess of ten (10) minutes. Long or frequent absences from the work area without prior notification or valid justification will be charged as AWOL.

- B. Employees are expected to work in accordance with their tour of duty schedules. An employee may not on his own, come to work early, in order to leave early. Consequently, an absence under these conditions during an employee's tour, if not approved, will be charged to AWOL. However, upon specific request and approval of the unit supervisor, on an individual case basis, shift hours may be changed.
- C. Partial absences, such as tardiness and leaving work early, can create problems on a par with whole day absences. Employees who are excessively and / or substantially tardy will have such absences charged to an appropriate category of leave or AWOL, as appropriate. Continued failure to observe hours of duty may lead to disciplinary action.

SECTION 9. Emergency and Hazardous Conditions

Where determined by Management, NWS operations must continue around the clock, seven (7) days a week, despite adverse weather conditions. The NWS has decided all employees scheduled for operational work, or otherwise identified as operational by the station supervisor due to exigency of the situation, are "emergency" employees. In accordance with federal regulations, all "emergency" employees are required to report for work as scheduled, or to continue to perform their duties, regardless of action taken to excuse other employees from duty.

During hazardous weather emergencies (e.g., blizzard, ice storm, etc.), the following procedure will be followed:

- A. The facility head or designee will assess the hazardous weather event and the effects on the surrounding community to determine if all employees must report to / remain at work. Facility heads are encouraged to confer with the local [Federal Executive Board](#) or other coordinating entity as part of this assessment. Where multiple NWS facilities are within the same metropolitan area, only one (1) NWS official is delegated responsibility to make determinations for all facilities in the area. In the Washington, DC metropolitan area, OPM usually makes this assessment.
- B. All NWS operational employees have been designated as "emergency" employees; however, it may not be necessary for all NWS "emergency" employees to report for duty in every hazardous weather event. Based on his / her assessment, the facility head will determine which employees who are scheduled for work will be required to report to work as "emergency" employees for that event. Based on the nature and duration of the event, the facility head may also determine other employees are needed to meet the needs of the agency during the event.

- C. Within his / her delegation of authority, the facility head or local authority will determine whether or not to close the office, whether liberal leave is available, whether employees with approved telework agreements may use ad hoc telework, and, if appropriate, whether to allow weather and safety leave. Should weather and safety leave be granted to employees who are not “emergency” employees (or who are not determined as emergency employees for the particular event), the facility head or designee will call (or otherwise notify in another mutually acceptable method), the employees scheduled for that day to inform them of their leave status.
- D. If the facility head determines a liberal leave policy will be in effect during the event, no calls will be made to employees. “Emergency” employees who are scheduled to work are expected to report for duty. Non-“emergency” employees are encouraged to call the facility head or designee to determine if a liberal leave policy is in effect.
- “Emergency” employees interested in requesting unscheduled leave during an event where a liberal leave policy is in effect, must call the facility head or designee to determine if their leave can be approved in accordance with the terms of this Article.
- E. Management may decide to grant an appropriate amount of weather and safety leave to “emergency” employees who are required to report for duty, and who demonstrate they have made a diligent effort to get to work on time but are prevented from doing so because of hazardous weather or other emergency conditions.
- F. Whether weather and safety leave is granted, or a liberal leave policy is put into effect, the same policy will be applied to all non-“emergency” employees of the facility during the emergency event.

SECTION 10. Court Leave

Court leave will be granted in accordance with applicable laws and regulations. An employee eligible for court leave shall be granted court leave to serve on a jury for the entire period of service, extending from the date on which he / she is required to report, to the time of discharge by the court. If an employee is on annual leave when called for jury duty, court leave should be substituted. A rotating shift worker who performs jury service during the day is eligible for court leave for his / her regularly scheduled tour of duty. Employees granted court leave for jury service are entitled to the same compensation they would otherwise have received, including premium pay, overtime and night differential. Employees whose regular tour of duty includes Saturdays, Sundays or both, and who serve on a jury during the week, may be granted court leave and be paid premium pay for the weekend days which are a part of their regular tour of duty.

SECTION 11. Military Leave

Military Leave is that leave as defined in [5 USC 6323](#). Military leave will be granted in accordance with applicable laws ([5 USC 6323](#)) and regulations. An employee contemplating the use of military leave will advise their Supervisor as soon as possible of the anticipated dates of such leave.

Employees absent on military leave are entitled to receive both their regular civilian pay and military pay, and allowances, to which they may be entitled, during a period of active duty as a member of a reserve component of the Armed Forces or the National Guard. This includes all differentials and premium pay as required by law. An employee absent on military leave during a day on which he / she is regularly scheduled to work overtime is entitled to overtime compensation as provided by law. Military leave, and pay while on military leave, will be determined in accordance with law and regulations.

An employee will be excused from duty, without charge to leave, for the purpose of taking a physical examination incidental to entry into the armed services.

SECTION 12. Excused Absence

An excused absence is an absence from duty, without loss of pay and without charge to the employee's leave account. It is synonymous with the term "administrative leave" and is distinct from absence for officially sanctioned purposes from the employee's usual work site or regular duties.

Examples of excused absences include, but are not limited to, voting in local, state or national elections, donating blood, etc. Each excused absence must be requested in advance and approved by the employee's immediate supervisor or designee.

SECTION 13. Absence Without Leave (AWOL)

AWOL is an absence from duty not authorized or approved. The employee is in a non-pay status while on AWOL. Managers will not require employees to perform work for any part of the AWOL period. A charge of AWOL is not a disciplinary action but may be used as a basis for a disciplinary action. If Management later determines that the absence was caused by unavoidable or emergency conditions that made appropriate notification or prior approval of leave impracticable, or if any required documentation is submitted and accepted, the AWOL charge will be changed, at the employee's request, to an approved leave category.

SECTION 14. Religious Observance

An employee may request annual leave, [religious compensatory time](#), or LWOP on a workday which occurs on a day of religious observance associated with the religious faith of the employee. Such requests may be granted in accordance with applicable law, rule or regulation.

SECTION 15. Early Dismissal

Whenever early dismissal of employees is granted by the President or Secretary of Commerce in conjunction with a federal holiday, "emergency" employees in a duty

status on that day, shall receive an equal amount of administrative leave as granted, to be used within the following thirty (30) calendar days. The amount of leave will be granted under the same terms and conditions as declared by the President or Secretary. Duty status means one half (1/2) or more of an employee's shift must fall within the designated calendar day that the early dismissal was granted. Supervisors of employees who are entitled to administrative leave due to an early dismissal will, to the maximum extent possible, provide employees the opportunity to use it within the thirty (30) calendar days.

SECTION 16. Credit Hours

Credit hours are base (non-overtime) hours which an employee on a flexible work schedule (FWS) elects to work within a flexible time band, in and in excess of the basic work requirement, in order to have an equal amount of time off on the same or another day, workweek or pay period. Credit hours are peculiar to FWSs and may not be earned by employees on compressed work schedules (CWSs), since a CWS is a fixed schedule. No more than twenty-four (24) credit hours can be carried over per pay period.

Because they are not overtime hours, the only time credit hours are compensable is in the case of an employee leaving his / her employment with NOAA / NWS. As with the use of leave and compensatory time, the use of credit hours is subject to the requirements of the organizational unit.

SECTION 17. Disabled Veteran Leave

In accordance with the [Wounded Warriors Federal Leave Act of 2015](#), any employee hired on or after November 5, 2016 who is a veteran with a service-connected disability rating of thirty (30) percent or more from the [Veterans Benefits Administration \(VBA\) of the Department of Veterans Affairs](#), is entitled up to one hundred and four (104) hours of Disabled Veteran Leave for the purposes of undergoing medical treatment for such disability. The employee will have a single, continuous twelve (12)-month eligibility period, beginning on the "first day of employment", in which to use the leave, or it will be forfeited with no opportunity to carry over the leave into subsequent years.

SECTION 18. Leave Abuse

When an employee is found to be abusing any type of leave, the employee may be subject to disciplinary action, or may be required to comply with special procedures more stringent than those applied to other employees (refer to section 6O of this Article). If leave abuse is suspected by Management, the employee shall be counseled concerning the perceived problem. If during this counseling, the employee reasonably fears discipline, the employee has a right to request a Union representative in accordance with the requirements of law.

Article 20 - Work Schedules of Rotating Shift Workers

SECTION 1. Applicability

This Article governs the scheduling of work for those employees in the BU who meet the definition of “rotating shift worker” as that term is defined in section 2 of this Article. Any provision of any other Article in this Agreement, which affects either directly or indirectly the work schedules of rotating shift workers, shall be interpreted and applied in a manner that is both consistent with, and subject to, the provisions of this Article. This Article has no application to anyone who does not meet the definition of rotating shift worker, even if for administrative reasons such persons are included in or indicated on schedules which are governed by this Article. This Article applies to rotating shift employees who work either a conventional eight (8) hours per day, five (5) days a week work schedule, or a CWS as indicated in section 12.

SECTION 2. Definitions

Whenever the following words or phrases are used in this Article, they shall be defined as follows:

- A. **Rotating shift worker:** A BU employee whose assigned shift or days off normally change from one administrative workweek to the next, and who is assigned to an office / unit which normally operates more than five (5) days per week or twelve (12) or more hours per day.
- B. **Administrative Workweek:** The period of seven (7) consecutive calendar days from Sunday through Saturday.
- C. **Basic Workweek:** The period of forty (40) hours in an administrative workweek established as the tour of duty for a rotating shift worker during that week. For employees on a CWS, the basic workweek is the actual hours that are scheduled in the administrative workweek. CWSs must meet the regulatory requirement for eighty (80) hours of work scheduled in a pay period in less than ten (10) workdays. Individual CWS workweeks may be greater or less than forty (40) hours to facilitate the compression of the schedule into less than ten (10) workdays.
- D. **Office / Unit:** An identifiable group of rotating shift workers who normally perform the same basic functions at a particular worksite, and who are normally scheduled in conjunction with one another.
- E. **Fixed Schedule:** A workweek schedule, as described in this Article, is fixed when the tour of duty specified thereon for a rotating shift worker becomes that employee’s “regularly scheduled administrative workweek” for the purposes of Parts [550](#) and [610](#) of Title 5 of the CFR.
- F. **Shift:** A tour of duty on a particular day. Normally, a shift assigned to a rotating shift worker consists of a minimum of eight (8) consecutive hours.

- G. **Scheduler:** The supervisor or his authorized designee who prepares the work schedules for an office / unit as described in this Article.
- H. **Night work:** That work performed by a rotating shift worker between six (6) p.m. and six (6) a.m. which entitles him/her to night pay under [Part 550 of Title 5 of the CFR](#).
- I. **Rotational Cycle:** The master cycle of days off and number of days on duty within an administrative workweek, and the sequence of shifts for BU employees in an office / unit.
- J. **Leave Planning Schedule:** A six (6)-month depiction of the rotational cycle used to assist employees in scheduling their leave.
- K. **Scheduled Overtime:** Authorized work, in addition to the basic workweek, which is scheduled prior to the start of the administrative workweek. Night differential pay is authorized for scheduled overtime between the hours of 6 p.m. to 6 a.m.
- L. **Unscheduled Overtime:** Overtime work that is not part of an employee's regularly scheduled administrative workweek.

SECTION 3. Scheduling Principles

The following are guiding principles for work scheduling to be used by NWS managers and supervisors. It is understood by the Parties that these are principles which only apply to the actual scheduling of work by Management, and they do not apply in any swaps between employees.

A. General Principles

1. Management will determine the work requirements, including staffing requirements of at least two (2) or more people per shift to be assigned to work in the Weather Forecast Office (WFO) at any given time, and will coordinate with the Union Steward. As advancements and technology, as well as the needs of partners evolve, it may prove advantageous to both Parties to allow an employee or employees to work offsite or telework during a shift. Provided that the health and safety of employees is covered and that it is perceived to be advantageous locally to reduce the planned staffing of a shift(s) in a WFO to less than two (2), the justification and plan for doing so will be initially agreed to at the LOT. If agreed to at the LOT, it will then be presented for approval at the RLC. If approved at the RLC, it will then be vetted through the NLC. Final approval or disapproval will then be provided by the NLC.
2. Proposals on changing the rotational cycle will be considered by the LOT according to [Article 8 \(Labor-Management Relations\)](#) of this Agreement. Any rotational cycle must take into consideration that employees must

have sufficient time off between shifts in order to be alert and maintain the professional standards that both Parties agree are necessary to the fulfillment of the agency's mission.

3. A rotational cycle may contain single days off, or more than two (2) consecutive days off, as approved by the LOT.
4. Scheduled overtime will be assigned in an equitable manner among qualified members of the BU at each office / unit, to the extent practicable, over the course of a two (2)-year period. The use of compensatory time will be considered the same as overtime for the purposes of determining equal distribution. Management will keep a copy of all fixed schedules for a period of two (2) years and shall make them available to the local Steward, or Vice Steward, upon request.
5. Staffing requirements not included in the planning schedule may be adjusted by Management when preparing the fixed schedule.
6. The occurrence of holidays may not affect the designation of an employee's basic workweek. However, an employee may be placed on paid holiday leave provided that no other BU employee's schedule or rotational cycle is changed to cover for the leave.

B. Supernumerary Shift

1. A supernumerary shift is an entire shift, without a compensable meal break, assigned to a rotating shift worker which is in excess of the basic operational requirements of the office/unit as determined by Management.
2. A supernumerary shift will be assigned a fixed tour of duty between 6:00 a.m. and 6:00 p.m., Monday through Saturday, excluding holidays.
3. With supervisory approval, an employee on a supernumerary shift may be granted up to a sixty (60) minute uncompensated meal break. The employee must remain on duty past the fixed shift ending time for a period equal to the approved meal break.
4. The starting time of a supernumerary shift may be changed up to two (2) hours +/- from its fixed time to accommodate either Management's need to fill a shift, or an employee's personal needs. The request for a time change must be approved by at least 11:00 p.m. of the evening before the scheduled supernumerary shift.

SECTION 4. Work Planning

Within thirty (30) calendar days of the effective date of this Agreement, Management will prepare a twelve (12) month leave planning schedule which will be updated as follows:

By March 15th of each year, Management shall prepare a six (6) month leave planning schedule for the following September through March time period. By September 15th of each year, Management shall prepare a six (6) month leave planning schedule for the following March through September time period. This plan will ordinarily include each rotating shift worker, then in the office / unit, and the originally anticipated scheduling of those employees over the course of the plan. The rotating shift workers will cycle in a reasonably equitable** manner through the different tours of duty to which Management originally anticipates assigning those employees. Management may change the leave planning schedule as rotating shift workers join or leave the office / unit, as leave is approved, as training or focal point duties are assigned, to reduce costs, or to best accomplish the mission. The information contained in the plan shall be posted for the use of BU employees.

***The Parties agree that a work schedule agreed to by the LOT that involves placing employees on a particular shift or shifts will not be construed as a violation of the third to the last sentence in Article 20, Section 4: "The rotating shift workers will cycle in a reasonably equitable manner through the different tours of duty to which Management originally anticipates assigning those employees."*

SECTION 5. Work Schedules

When the time comes to prepare the work schedule, the scheduler will begin by referring to the appropriate portion of the leave planning schedule. The scheduler will prepare the work schedule of the rotating shift workers, using the leave planning schedule as a guide, so as to accomplish the mission of the agency in the most efficient, cost effective manner. Management will make a good faith effort to retain the rotational cycle, including indicated days off.

SECTION 6. Fixing the Work Schedule

- A. The scheduler will post the work schedule for the upcoming pay period during the first week of the current pay period. The posted work schedule will be fixed at 1:00 p.m. on the first Saturday of the current pay period but is subject to change in accordance with the provisions of [5 USC 6101\(a\)\(3\)](#).
- B. Until fixed, whether posted or not, administrative workweek schedules are subject to revision. Thereafter, changes in a fixed workweek schedule are subject to the provisions of sections 7 and 8 of this Article. This section does not preclude the continuation of any current schedule which does not violate this Article, the provisions of this Agreement, or any statute, rule or regulation. To ensure that personal difficulties are minimized, the supervisor will discuss changes to the fixed schedule with the affected employee. It is not a violation of the Federal Service Labor Management Relations Statute or this Agreement if the supervisor notifies only the affected employee, and not the Union Steward, of such a change to the affected schedule.

SECTION 7. Entitlements to Overtime Compensation for Changes or Revisions to

a Fixed Schedule

Except as provided in section 8 of this Article, once a rotating shift worker's schedule is fixed, he / she is entitled to overtime compensation which is otherwise in accordance with applicable law and regulation when:

- A. The rotating shift worker is directed by an authorized official to work on days and / or hours that are in addition to those indicated as that employee's basic workweek on the employee's fixed schedule; or
- B. **Call Back Overtime** - an employee who is called back to work on an overtime basis within his/her basic workweek, or on one of his / her scheduled non-workdays, shall receive a minimum of two (2) hours of pay at the appropriate rate, even if he / she is not utilized for the full two (2) hours. An employee called back on an overtime basis more than once during the same two (2)-hour period, shall be entitled to two (2) hours of call back overtime pay for each time.
- C. An employee called to work authorized overtime from a remote location will be compensated a minimum of fifteen (15) minutes of overtime. The employee must actually work a minimum of eight (8) minutes to be eligible for each fifteen (15) minute block of overtime pay.
- D. In those work situations where Management requires a pre- and / or post shift briefing, the employee will be compensated a minimum of fifteen (15) minutes of overtime. The employee's time spent in the briefing(s) must be at least ten (10) minutes to be eligible for each fifteen (15) minute block of overtime pay.
- E. When changing to daylight savings time, employees shall be scheduled to work at least eight (8) hours. Annual or compensatory leave may be requested by those employees who wish to leave one (1) hour early. When changing to standard time, employees will be afforded compensatory time or overtime as appropriate.

SECTION 8. Changes or Revisions to a Fixed Schedule that do not Create Overtime Entitlements

The following circumstances are not considered a change to the fixed schedule for the purposes of this Article. There is no entitlement to overtime compensation under any of the following circumstances:

- A. When the rotating shift worker is assigned to a supernumerary shift, the employee may be reassigned to an operational shift during similar hours without a lunch break (see section 3.B.3).
- B. When rotating shift workers have been given permission to swap shifts in accordance with section 10 of this Article, the employees' schedules will be changed to reflect the exchange.

- C. When the rotating shift worker is scheduled to report for duty, and all or any portion of that time is charged to an appropriate leave category (including AWOL).
- D. When the rotating shift worker is scheduled to be on approved leave and the employee's leave is canceled, in accordance with this Agreement and applicable law and regulation, the supervisor may order the employee to report for duty.
- E. When a fixed schedule, in addition to indicating hours of duty, also indicates a particular work assignment for any rotating shift worker, that work assignment may be changed by an authorized official.
- F. When a fixed schedule assigns scheduled overtime to any rotating shift worker, the supervisor may direct the employee not to perform the overtime assignment in whole or in part.
- G. When an employee and a supervisor mutually and voluntarily agree (after consultation with the shift leader) that an employee may work different hours or a different shift than appears on the fixed schedule.

SECTION 9. Filling of Vacant Shifts

- A. When Management determines that a vacant operational shift is to be filled, the following priority is to be used:
 - 1. An employee on a supernumerary shift. The starting time may only be changed up to two (2) hours without overtime compensation, as per section 3.B.4.
 - 2. A BU employee on overtime on a voluntary basis.
 - 3. A non-BU employee, if available.
 - 4. A BU employee on overtime on an involuntary basis.
- B. Management agrees to give employees as much notice as possible when unscheduled overtime is required. The employee may be excused from an overtime assignment if another qualified employee is available and willing to work the overtime. However, if the manager has no alternative but to require the employee to work the overtime, the employee cannot refuse the assignment.

SECTION 10. Swaps

- A. As soon as possible after they have determined that they would like to exchange any shifts and / or weekly tours of duty that are then indicated on any schedule, then fixed under the provisions of this Article, rotating shift workers shall request

permission to swap from the appropriate supervisor. If the supervisor grants permission to swap, the appropriate schedule will be revised to reflect the exchange.

- B. The supervisor retains the discretion to approve or disapprove a requested swap. While supervisors are encouraged to approve requests to swap where the resulting schedules of the relevant rotating shift workers would be consistent with applicable law and regulation, requests to swap may be denied if the supervisor determines:
1. the swap would result in additional cost to the agency, other than that attributable to the marginal increase in premium pay that may occur when employees of different grades or steps swap shifts; or
 2. the efficiency of operation of the office / unit would be better served if the employees remain as originally scheduled; or
 3. at least one (1) employee's operational proficiency would be better served if the employees remain as originally scheduled.
- C. Shift swaps between employees on a CWS and those working standard schedules, may be approved only if the following conditions are met:
1. There is no additional cost to the agency other than that attributable to the marginal increase in premium pay that may occur when employees of different grades or steps swap shifts.
 2. Each employee's hours of work remain consistent with his / her assigned fixed schedule. For example, employee A is on an eight (8) hour shift schedule rotation and wishes to swap with employee B who is on a ten (10) hour shift schedule. Employee A's new shift may not exceed eight (8) hours, and employee B's new shift must be at least ten (10) hours.
 3. If Management determines because of office / unit work requirements, that all hours of the originally scheduled shift are required, no swap with an employee scheduled for fewer hours may be allowed.

SECTION 11. BU Employee as Scheduler

- A. When authorized by the appropriate supervisor, a BU employee may function as a scheduler for the purposes of this Article. The fact that such an employee prepares work schedules for other employees shall not, by itself, affect that employee's status as a member of the BU.
- B. Whenever a scheduler is a BU employee, that scheduler will present whatever schedule he / she has prepared to the appropriate supervisor prior to the posting

of such schedule. The supervisor retains and exercises the authority to approve or disapprove the schedule, or to make any changes which are in accordance with this Agreement. Management is responsible for any schedule prepared by a scheduler who is a BU employee.

SECTION 12. Compressed Work Schedules (CWSs)

- A. Changes to the CWSs currently in use at any field office may only be changed through use of the provisions of [Article 8 \(Labor-Management Relations\)](#) of this Agreement.
- B. Congress has found that the use of flexible and compressed work schedules has the potential to improve productivity in the federal government and provide greater service to the public. In accordance with its obligations under the [Federal Employees Flexible and Compressed Work Schedules Act of 1982](#), in recognition of the need to increase the awareness of family needs, and to encourage increased diversity, Management agrees to bargain over the establishment and implementation of CWSs at WFOs, River Forecast Centers (RFCs), Center Weather Service Units (CWSUs), and other operational elements with rotational shift operations.
- C. The NWS shall not terminate an CWS without following the requirements of [5 USC 6131\(c\)](#).
- D. Management may temporarily suspend for a finite period, or terminate an employee's approved CWS, provided it does not have an adverse impact on other employees, and if Management finds that the employee's performance has declined to less than "Meets or Exceeds Expectations" in any element of their performance plan. Normally, Management will give an employee fourteen (14) calendar days' advance notice of a suspension or termination of the employee's approved CWS.
- E. As a result of personal hardship, an employee may request to be excluded from a CWS, in accordance with applicable laws and regulations. Any such exclusion granted will be reviewed by the appropriate Steward to ensure the exclusion will not have an adverse impact on other employees.
- F. Proposed CWSs will be considered by the LOT in accordance [Article 8 \(Labor-Management Relations\)](#) of this Agreement.
- G. Any approved and successfully tested CWS may be used at other offices with the same staffing profile. For example, a five (5)-person Senior Forecaster CWS may be adopted for use at other offices with a five (5)-person Senior Forecaster staff.
- H. Neither Party is agreeing to waive their rights under the [Federal Employees](#)

[Flexible and Compressed Work Schedules Act of 1982](#), including the right, in appropriate circumstances, to negotiate FWSs.

SECTION 13. Incident Meteorologists (IMETs)

- A. When assigned to a fire, the IMET shall be taken out of the home office's fixed schedule, and a new schedule shall be arranged with the fire supervisor. The home office's schedule shall be used for determining the IMET's time and attendance (T&A) accounting codes, base hours and premium hours. Once an IMET is detailed to a fire, they will receive all the premium pay that is entitled to them by their shift rotational cycle. This includes any changes made to the fixed schedule that may be required to re-insert the IMET back into their normal rotation.
- B. Overtime is determined by the number of hours the IMET worked that are in addition to the number of hours the IMET would have normally worked as part of the IMET's regular rotational cycle. The fire support workday begins as soon as the IMET is notified of the dispatch, released from duty at the home office, and begins travel preparations. An IMET can only receive overtime along with night and Sunday differential for hours worked on a fire for the same hours the IMET would have been working scheduled overtime with premium pay on the home office's fixed schedule.
- C. When an IMET is released from a fire, he / she shall notify the MIC or his / her designee as soon as practical. The IMET shall also notify the National Fire Weather Operations Coordinator (NFWOC) of their release and travel plans as soon as practical. Upon return to their home office, the IMET should be granted a reasonable amount of rest time subject to operational and workplace needs. Generally, this will be the same amount of time that the IMET would have had off between shifts if he / she was working his / her regular rotation (approximately sixteen (16) hours of non-paid time off). Upon the IMET's return, the MIC and IMET must work together on a work plan which balances the needs of the WFO, and the requirements for the IMET's post fire duties.
- D. Travel to and from wildfires are considered hours of work, and therefore, compensable with regard to overtime and premium pay in accordance with the [IMET Timekeeping and Reimbursement Handbook](#).

Article 21 - Work Schedules for Employee Who Do Not Work on a Rotational Shift Basis

SECTION 1. The Parties commit themselves to respecting each other's interests, quality of work life, and being open to consideration of each other's perspectives and ideas on how to deal with scheduling of work as permitted by law, rule or regulation, with the mutual understanding that the operational needs of the NWS are predominant.

SECTION 2. Definitions

Whenever the following terms are used in this Article, they shall be defined as follows:

- A. The **administrative workweek** is a period of seven (7) consecutive calendar days Sunday through Saturday within which the basic workweek is included.
- B. **Alternative Work Schedule (AWS)** is a work schedule prepared pursuant to the terms of [Federal Employees Flexible and Compressed Work Schedules Act](#).
- C. **Basic workweek** is the period of forty (40) hours in an administrative workweek comprised of five (5) eight (8) hour days. For employees on an AWS, the basic workweek is the actual hours that are scheduled in the administrative workweek. AWSs must meet the regulatory requirement for eighty (80) hours of work scheduled in a pay period.
- D. **Core Hours / Core Period:** The designated period of the day when an employee is required to be at work.
- E. **Credit Hours:** Hours of work within the employee's work schedule which are in excess of his or her basic work requirement, and which the employee elects to work, with prior Management approval, so as to vary the length of a workday or a workweek. Use of credit hours is a valuable tool for employees and managers to accomplish the NWS' work and meet the personal needs and desires of employees. The underlying assumption in approving employees' requests to work credit hours is that there is work to be performed. There are multiple ways to obtain Management approval, including providing an electronic request (E-mail, text message, etc.) in advance of a specific requested time for the use of credit hours by the employee, or developing a mutual understanding of the use of credit hours by employees at the beginning of or during a specific project. Any agreed upon understanding of the earning of credit hours may be changed based on the needs of the employee and the NWS. If, as a result of an employee change resulting in an increase in credit hours, such credit hours must be approved by Management in advance. Management may, at its sole discretion, approve credit hours retroactively.
- F. A **Fixed tour of duty worker** is a BU employee whose daily tour of duty (hours of a day) and weekly tour of duty (the days of the administrative workweek) do not change from one (1) administrative workweek to another.

- G. **Office / Unit:** An entity located in one (1) place with a specific mission, with homogeneous procedures or technology, and headed by a supervisor or manager authorized to approve T&A reports and approve leave. It is a distinct entity, usually having a specific physical location and serving a defined function.
- H. **Regular Day Off:** A day during the administrative workweek on which an employee is not scheduled to work.
- I. **Scheduled overtime:** Authorized work, in addition to the basic workweek, which is scheduled prior to the start of the administrative workweek. Night differential pay is authorized for scheduled overtime between the hours of 6 p.m. to 6 a.m.
- J. **Shift:** A tour of duty on a particular day.
- K. **Unscheduled overtime work** means overtime work that is not part of an employee's regularly scheduled administrative workweek.
- L. **5 / 4 / 9 Schedule:** A schedule which gives the employees an opportunity to work a CWS, i.e., within a pay period of ten (10) workdays, including eight (8) nine (9)-hour days, one (1) eight (8)-hour day and one (1) non-workday.
- M. **4 / 10 Schedule:** A schedule which gives the employees an opportunity to work a CWS, i.e., within a workweek of five (5) workdays, including four (4) ten (10)-hour days and one (1) non-workday.
- N. **12 / 6 / 8 Schedule:** A schedule which gives the employees an opportunity to work a CWS, i.e., within a pay period of ten (10) workdays, including six (6) twelve (12)-hour days, one (1) eight (8)-hour day and three (3) non-workdays.

SECTION 3. Work Planning

Within ninety (90) calendar days of the effective date of this Agreement, Management will prepare a six (6) month planning schedule that will be updated as follows:

- A. By April 1st of each year, Management shall prepare a six (6) month planning schedule covering October 1st of that year through March 31st of the following year. By October 1st of each year, Management shall prepare a six (6) month planning schedule covering April 1st of the following year through September 30th of the following year. This planning schedule will include each employee in the office / unit, and the originally anticipated schedule of those employees over the course of the six (6) month periods beginning October 1st and April 1st.
- B. Management will make a good faith effort to retain the cycle of the planning schedule, including indicated days off. The supervisor or designee will discuss changes to the planning schedule with affected employee(s).
- C. Management may change the planning schedule as employees join or leave the

office / unit, as leave is approved, as training or focal point duties are assigned, to reduce costs, or to best accomplish the mission. The information contained in the planning schedule shall be posted for the use of BU employees.

- D. LOTs have the option of opting out of this section if the Parties find a planning schedule unnecessary.

SECTION 4. Fixing the Work Schedule

Tours of duty for the upcoming pay period will be scheduled during the first week of the current pay period. The work schedule will be fixed on the first Saturday of the current pay period but is subject to change in accordance with the provisions of [5 USC 6101\(a\)\(3\)\(A\)](#). If a Supervisor determines that an employee's fixed schedule requires a change due to operational needs, the employee will:

- A. receive premium pay as required by law; or
- B. with supervisor approval adjust their days off within the same pay period.

SECTION 5. Entitlements to Overtime Compensation for Changes or Revisions to a Fixed Schedule

Once a fixed tour of duty worker's schedule is fixed, he / she is entitled to overtime compensation which is otherwise in accordance with applicable law and regulation when:

- A. He / she is directed by an authorized official to work on days and / or hours that are in addition to those indicated as that employee's basic workweek on the employee's fixed schedule; or
- B. **Call Back Overtime:** An employee who is called back to work on an overtime basis within his / her basic workweek, or on a scheduled non-workdays, shall receive a minimum of two (2) hours of pay at the appropriate rate, even if he / she is not utilized for the full two (2) hours. An employee called back on an overtime basis more than once during the same two (2) hour period shall be entitled to two (2) hours of call back overtime pay for each time he / she is called back.
- C. An employee notified (e.g., phone or E-mail) to work authorized overtime from a remote location (e.g., personal residence) will be compensated a minimum of fifteen (15) minutes of overtime. The employee must actually work a minimum of eight (8) minutes to be eligible for each fifteen (15) minute block of overtime pay.
- D. If before the beginning of the administrative workweek, Management becomes aware of the need to assign overtime that overtime must be filled prior to the beginning of the administrative workweek. Any overtime assigned is considered scheduled overtime and entitled to premium pay as appropriate.

- E. At the employee's election, compensatory time or overtime will be allowed for any Management-mandated extra time worked, so long as allowed by law and government-wide regulations.
- F. If the employee is assigned an overtime or compensatory time shift within the fixed schedule, the employee, with supervisor approval, may voluntarily choose to adjust their days off in a pay period, or assigned work hours in a day, in lieu of the overtime or compensatory time.

SECTION 6. Overtime

Overtime will be assigned in an equitable manner among qualified members of the BU in each office, to the extent practicable, over the course of a two (2) year period, using the following method:

1. A BU employee on overtime on a voluntary basis.
2. A non-BU employee, if available.
3. A BU employee on overtime on an involuntary basis.

Management will keep a copy of all fixed schedules for the corresponding two (2) year period and shall make them available to the local Steward or Vice Steward, upon request. The use of compensatory time, if appropriate, will be considered the same as overtime for the purposes of determining equal distribution.

If more than one (1) employee is qualified to perform overtime, the agency will, to the extent practicable, assign overtime to an employee who has not already reached, or through the assignment would reach, the annual statutory limit on overtime payments and for whom no waiver is allowed. Employees are responsible for informing Management if they have reached, or if through the assignment they would reach, the annual statutory limit on overtime payments.

SECTION 7.

- A. A fixed tour of duty worker may choose to work a shift without a meal break.
- B. Employees who attend mandatory staff meetings may choose and will receive compensatory time or overtime pay if otherwise not on duty status.

SECTION 8. AWS Programs

AWS programs enable the agency to meet their program goals, while at the same time, allowing employees to have more flexibility in scheduling their home and work life balance. There shall be no restrictions on the varieties of AWS agreed to by a LOT provided the agreed to AWS does not conflict with [5 USC 6131](#). The employee benefits provided by AWS programs are also useful recruitment and retention tools. The Parties agree to utilize AWSs to the maximum extent practicable. Neither Party is agreeing to

waive their rights under federal Statutes or government-wide regulations. In consideration of a proposed AWS, Management will meet its contractual obligations.

- A. **Flexible Work Schedule (FWS):** Under [5 USC 6122](#), a FWS may include core hours and days when an employee must be present for work. The core hours for employees covered under this Article will typically be between 9:30 a.m. and 3:30 p.m. Any deviation from these core hours will be decided by the LOT. An FWS also includes hours during which an employee may elect to work in order to complete the employee's basic (non-overtime) work requirement.

Each employee's schedule will provide for a workday which covers their core hours, plus any flexed hours. An employee can elect to add an uncompensated meal break of not less than thirty (30) minutes at the time of their choosing. The workday will commence no earlier than 6:00 a.m. and end no later than 6:00 p.m. The employee may choose to work other hours but waives any claim to premium pay.

A unit may choose through their Union representative to participate in any FWS currently worked in an NWS office, or in the alternative, one (1) of the following work schedules:

1. **Maxiflex Schedule** - Contains core hours on fewer than ten (10) workdays in the biweekly pay period. Flexible time bands are established for the start and end of the workday and may also be established during midday (during the lunch break). Note that heads of operating units or those with delegated authority may choose not to establish core hours on each workday, thus providing maximum flexibility for employees. A full-time employee has a basic work requirement of eighty (80) hours for the biweekly pay period and must be present for core hours but may vary the number of hours worked on a given workday, or the number of hours each week, within the limits established by the unit plan. Note that leave may be granted in excess of eight (8) hours per day for employees on maxiflex schedules.
2. **Variable Week Schedule** - Contains core hours on each workday in the biweekly pay period. Flexible time bands are established for the start and end of the workday and may also be established during midday (during the lunch break). A full-time employee has a basic work requirement of eighty (80) hours for the biweekly pay period and must be present for core hours but may vary the number of hours worked on a given workday or the number of hours each week within the limits established by the unit plan. The length of each workday and workweek may be varied by credit hours.
3. **Variable Day Schedule** - Contains core hours on each workday in the week. Flexible time bands are established for the start and end of the workday and may also be established during midday (during the lunch

break). A full-time employee has a basic work requirement of forty (40) hours in each week of the biweekly pay period and must be present for core hours but may vary the number of hours worked on a given workday within the week, within the limits established by the unit plan. The length of each workday may be varied by credit hours.

4. **Gliding Schedule** - Requires the employee to work eight (8) hours a day and forty (40) hours each workweek, but the employee may vary arrival and departure time on each of the ten (10) workdays of a pay period within limits established by the unit plan. The employee must be present for core hours. Flexible time bands are established for the start and end of the workday and may also be established during midday (during the lunch break). A gliding schedule may provide for credit hours.
 5. **Flexitour** - Requires the employee to work eight (8) hours a day and forty (40) hours each workweek. The employee may choose his or her arrival and departure time. Once chosen, the employee must keep to the same schedule until the next opportunity to select a different schedule arises. The employee must be present for core hours. Flexible time bands are established for the start and end of the workday. A flexitour schedule may provide for credit hours.
 6. Employees may be restricted from participating in an FWS for a finite period of time in the event of the employee's misconduct resulting in an adverse action, or the employee's performance has declined to less than "Meets or Exceeds Expectations" in any element of their performance plan. In addition, an employee who repeatedly fails to observe the requirements of the FWS may be excluded from further participation in the FWS.
- B. **CWS:** Under [5 USC 6121\(5\)](#), a CWS means that an employee's basic work requirement for each pay period is scheduled (by the agency) for less than ten (10) workdays. See the definition and requirements for regularly scheduled work in [5 CFR 610.102](#) and [5 CFR 610.111\(d\)](#).
1. CWSs are always fixed schedules. However, it should be noted that some forms of FWSs allow work to be compressed in fewer than ten (10) workdays in a biweekly pay period.
 2. Management will declare the tours of duty available in each unit, i.e., what specific days must be worked each pay period provided the tour of duty does not conflict with the LOT agreement that established the CWS. The workday will begin no earlier than 6:00 a.m. and shall end no later than 6:00 p.m. Upon an employee's request, his / her supervisor will accept the employee's starting time, provided there is no adverse impact on the efficiency of the Service.

3. Employees who are on a CWS are on a fixed schedule. Employees may not flex their starting times without supervisory approval. An employee can elect to add an uncompensated meal break of not less than thirty (30) minutes at the time of their choosing.
 4. The LOT agreement establishing the CWS will determine the number of employees who may have the same non-workday, based on work requirements.
 5. Management will designate an “in lieu of” days for any holiday.
 6. Management may require an employee to adjust his / her schedule temporarily to accommodate changes in work requirements or for training assignments. The schedule adjustment will only last as long as needed to accommodate the training or temporary work assignment. The affected employee and the Union shall be given as much advance notice as practical.
 7. Employees within the same office / unit utilizing the CWS option may exchange days off only with supervisory approval.
 8. When an employee is absent for an entire workday, the employee will be charged with the number of hours of appropriate leave corresponding to the number of hours regularly scheduled for that day.
 9. Employees may be restricted from participating in a CWS in the event of the employee’s misconduct, or below fully successful performance. In addition, an employee who repeatedly fails to observe the requirements of the CWS may be excluded from further participation in the CWS.
- C. The NWS shall not terminate an CWS without following the requirements of [5 USC 6131\(c\)](#).
- D. Management may suspend an employee’s approved CWS for a finite period of time, provided it does not have an adverse impact on other employees, and if Management finds that the employee’s performance has declined to less than “Meets or Exceeds Expectations” in any element of their performance plan. Normally, Management will give an employee fourteen (14) calendar days’ advance notice of a suspension or termination of the employee’s approved CWS.
- E. As a result of personal hardship, an employee may request to be excluded from their CWS in accordance with applicable laws and regulations. Any such request will be reviewed by the appropriate Steward to ensure the exclusion will not have an adverse impact on other employees.

Article 22 - Facilities

SECTION 1. Union Meetings

The Union may request space for the purpose of local meetings and it shall be provided, when available, at no cost to the Union, unless additional costs are incurred by the NWS. Such additional cost will be charged to the Union. Facilities will not be provided if they interfere with operations. Employees who attend these meetings must be in a non-duty status.

Should the Union wish to conduct a media interview on government property, it must first receive permission from the NWS AA or designee.

SECTION 2. Union Meeting Space

When a Union representative is performing representational duties under this Agreement, for which they need meeting space, the Union representative must request the use of the space in advance. Management shall make reasonable effort to provide a meeting place which will protect the confidentiality of any discussions.

SECTION 3. Union Visits to Facilities

Any Union official and / or a designee shall be permitted to visit NWS facilities subject to the security requirements of the facility being visited to perform representational duties or other official functions. Reasonable notification shall be made to the local supervisor. If a Union official is already in an NWS facility, no notification will be needed to visit another unit within that facility. Access to NWS facilities and services for communication will facilitate LMR to produce more efficient and effective working relationships.

SECTION 4. Employee Amenities

Subject to compliance with law, rule, regulation, leases and approval of the manager-in-charge of each location, which approval may be withdrawn, radios, television sets, magazines, compact refrigerators, and personal tablets / laptops / cell phones, may be permitted in operational and designated non-operational areas.

SECTION 5. Hazardous Conditions

The Parties agree that whenever there are hazardous conditions occurring at a facility operated by the NWS, the safety of all employees must be a priority. Subject to security and operational needs, the Parties at each facility will review existing facility emergency readiness plans, and, if necessary, negotiate supplemental procedures at each office in accordance with [Article 8 \(Labor-Management Relations\)](#) of this Agreement.

SECTION 6. Onsite Care

At existing NWS facilities or when any facility is constructed or acquired by the NWS, the NWS may, at its discretion, determine whether or not to conduct a feasibility study for the purpose of establishing an onsite child / elder / family care facility.

SECTION 7. Parking and Transportation

The NWS will not discriminate related to parking against BU employees on the basis of their being Union officers or their representatives, or any other unlawful basis, at any NWS-owned or leased facility where there is parking. Negotiations related to providing transportation for employees and visitors of the [NOAA Center for Weather and Climate Prediction \(NCWCP\)](#), will, when necessary, be conducted in accordance with [Article 8 \(Labor-Management Relations\)](#) of this Agreement.

SECTION 8. Kitchen Facilities

At each NWS-owned or leased facility where the NWS has determined to provide full kitchen facilities, any negotiations required to be conducted concerning those full kitchen facilities, shall be done in accordance with [Article 8 \(Labor-Management Relations\)](#) of this Agreement.

SECTION 9. Restrooms

At NWS-owned facilities, NWS shall maintain, or, for leased facilities, require the landlord to maintain clean, adequately stocked and handicapped accessible restrooms at each facility.

SECTION 10. Cleaning and Sanitary Supplies

At all NWS-owned or leased facilities, the NWS will require that the facilities are properly maintained and have adequate and accessible stock of cleaning and sanitary supplies.

SECTION 11. Employee Workstations

Workstations in NWS-owned or leased facilities will be allocated based on what the NWS determines an employee needs to perform the function of the individual's job efficiently, regardless of pay grade.

SECTION 12. First Aid Kits

In any NWS-owned or leased facility, where health facilities are not available on the premises, the NWS will provide and maintain first aid kits of the kind as required by then applicable laws, rules, or regulations.

SECTION 13. Exercise Equipment

In all NWS-owned or leased facilities, discussions regarding providing an exercise area with exercise equipment will be conducted in accordance with [Article 8 \(Labor-Management Relations\)](#) of this Agreement.

SECTION 14. Access to Facilities for the Disabled

All NWS-owned or leased facilities must be in compliance with the [Americans with Disabilities Act \(ADA\)](#), or other applicable law, for the access of, and use by, employees with disabilities.

SECTION 15. Emergency Defibrillators

In accordance with applicable law, rules and regulations, Management will ensure that every NWS-occupied facility will have required access to emergency defibrillator

equipment.

SECTION 16. Food and/or Lodging for Employees

When approved by the senior manager or their designee at the affected location, food and/or lodging expenditures shall be authorized for emergency essential employees working during situations that pose danger to human life or federal property.

SECTION 17. Union Material Storage

In facilities where the LOT determines suitable shelf space is available in non-work areas, the Union shall be permitted the use of the space to store Union materials.

SECTION 18. Employee Lockers / Containers

Management shall make a reasonable effort, within budgetary constraints, to provide small individual lockers or similar containers for employee storage of personal items. Employees will supply their individual locks as needed. Management will not make searches of locked lockers or containers, except on the basis of reasonable suspicion. Such searches will be made in the presence of the individual or his / her Union representative.

SECTION 19. Lactation Rooms

The provisions of the MOU executed by the Parties regarding the lactation room policy that was executed on January 24, 2017, shall remain in effect during the term of this Agreement, unless the Parties mutually agree to re-open the MOU.

SECTION 20. Union General Membership Meetings

Subject to the request and approval requirements of this CBA related to Union use of agency facilities and Official Time, the Union's general membership meetings are permitted on site on an as needed basis. Management agrees to provide the Union meeting space such meetings. Management will provide tele- and video-conferencing capabilities for offices with geographically dispersed members. The Parties agree that confidentiality during Union general membership meetings will be maintained to the fullest extent practicable.

SECTION 21. Safe Rooms

Management will determine whether or not to have on-site safe rooms at locations which may experience a tropical cyclone or tornado.

SECTION 22. Facility Size

At any NWS-owned or leased facility, where there is an increase in the number of staff (billets) assigned to that facility, Management will determine the extent, if any, that it must expand the facility square footage, and how much, per additional billet.

SECTION 23. Office Security

Management will determine the security measures it shall put in place at NWS-owned or leased facilities. Negotiations which are required to be conducted regarding Management's determination of such shall be conducted in accordance with [Article 8](#)

[\(Labor-Management Relations\)](#) of this Agreement.

SECTION 24. Employee Working Conditions

Changes in working conditions of BU employees will be conducted in accordance with [Article 8 \(Labor-Management Relations\)](#) of this Agreement.

SECTION 25. Self-Study Training Space

Where not otherwise provided, Management at all facilities will determine the feasibility of providing adequate and effective self-study training space, which at a minimum, would provide one (1) training space for every five (5) employees assigned to the facility. In considering the feasibility, the space must be free of distractions and noise, e.g., not adjacent to an operations area unless adequately walled in to eliminate spill over noise. In considering the feasibility, the space will be climate controlled to ensure comfortable conditions for those participating in training, including being equipped with appropriate bandwidth, adequate lighting, all the tools and equipment necessary to efficiently complete the training, ergonomically designed office furniture, and conform to [ADA](#) requirements.

Article 23 - Travel

SECTION 1. Employees shall not be required to travel except under conditions and procedures prescribed by [41 CFR Subtitle F, Chapter 301](#). Management agrees that required travel on scheduled non-workdays shall be compensated in accordance with pertinent laws, government-wide regulations, and this Agreement.

Unless organizational needs require otherwise, Management should schedule travel during official work hours. Employees whose schedules must be temporarily changed because of required travel at night or a Sunday, will be entitled to any compensation to include any appropriate shift differential as allowed by federal regulations. The implementation of changes to travel regulations are subject to the provisions of mid-term bargaining as detailed in [Article 8 \(Labor-Management Relations\)](#) of this Agreement.

Compensatory time for travel is referenced in section 8 of this Article. For purposes of determining compensatory time off for time spent in travel status away from an employee's official duty station, the chart attached to this Agreement as [Appendix A](#) shall govern. If travel occurs within the contiguous U.S. (CONUS) and the combination of travel time plus work time exceeds twelve (12) hours in any one (1) day, travel shall be scheduled on the previous / next day if at all possible. Otherwise, travel and work should be scheduled on the same day. If necessary, special arrangements may be made in the Pacific and Alaska regions to accommodate the longer distances and travel times within these regions.

If travel during non-duty hours is operationally necessary, the reasons for ordering such travel will be recorded and filed with the employee's T&A and, if requested, provided to the employee.

SECTION 2. Employees required to travel by Management shall receive per diem or subsistence expenses and other allowable travel expenses subject to applicable laws and regulations.

SECTION 3. Use of Government Travel Card for Official Government Travel
Since employees are not eligible for travel advances, they are authorized to withdraw cash from their government travel card for any expenses that cannot be charged directly to the card. Automatic Teller Machine (ATM) withdrawals taken from the government travel card or equivalent can never exceed eighty (80) percent of the estimated cash expenses. Employees who have had their government travel card revoked due to delinquency or misuse are required to use personal funds for all official government travel. Employees who misuse their official government travel card may face disciplinary action, including removal from Federal Service.

SECTION 4. Travel Delays

When an employee learns of a travel delay which will extend the originally authorized travel time, he / she shall notify Management immediately of the circumstances and

receive instructions and authorization to cover the emergency. Examples of such circumstances include flight cancellation, hazardous weather, automotive breakdown, illness, etc. The employee must receive authorization for the delay to be reimbursed and be covered by government insurance, workers' compensation and leave. In the event that such contact cannot be made on a timely basis, Management may approve payments, where applicable, after the travel has been performed.

SECTION 5. Gainsharing Travel Savings Program Policy

- A. **Policy:** Under the authority of 5 USC 4501-4507, Management agrees to pay a cash award for "efficiency" or "economy". The program is known as the Gainsharing Travel Savings Program (GTSP). The GTSP rewards employees who save the NWS money while on official travel. These savings apply to the use of less expensive lodging, from use of frequent flyer benefits for the purchase of airline tickets for official travel, and, to the extent permissible under agency travel contracts, FTRs, and the [National Defense Authorization Act for Fiscal Year 2002](#), as well as any applicable federal travel advisories or waivers issued by the [GSA](#), for the purchase of less expensive airline tickets than the contract price. Employee participation in this program is optional.

The amount of the award for the employee will be fifty (50) percent of the savings on lodging expenses and / or contract carrier airfare. Taxes will be withheld (Federal, State, local, Federal Insurance Contributions Act (FICA)) on the award amount. In most cases, the cumulative savings to the NWS must be at least two hundred dollars (\$200.00) before an employee is eligible to receive an award.

Employees should not incur additional expenses in transportation or other miscellaneous costs in an effort to reduce lodging expenses. Employees who incur additional transportation expenses must have those expenses deducted from their lodging savings.

All hotels / motels utilized by employees must meet the requirements of the [Hotel and Motel Fire Safety Act of 1990](#).

When a room is shared while on official travel, there may be a lodging savings. The employees should arrange to be billed separately. If this is not possible, a daily rate must be determined for each employee. Divide the total lodging costs by the number of employees and the number of nights to arrive at a daily rate for each employee.

B. Travel Covered

1. All temporary duty (TDY) travel with lodging expenses, foreign and domestic is covered under this program.
2. The first thirty (30) days of extended TDY travel (e.g., a detail of more than

thirty (30) days where a reduced per diem amount is required).

3. **Lodging Savings** – Employees who participate in the program can receive cash awards for incurring lodging expenses at a daily rate which is less than the maximum lodging rate for the locality under the “lodging plus” method. Lodging savings will not be made when an employee is on travel where lodging was prepaid or prearranged through contractual arrangements with the hotel. However, any savings resulting from shared accommodations under such arrangements does qualify for the travel savings award. Additionally, lodging savings will not be made for lodging savings at hotels identified under the GSA [FEDrooms](#) Program, or for lodging cost incurred on personal time, such as annual leave during official travel, or any other type of personal preference travel used in conjunction with official travel. Finally, lodging savings will be made to employees who stay with relatives or friends while on official travel and avoid lodging expenses. These employees will receive one-half (1/2) of the lodging rate for the locality toward the travel savings award.
4. **Frequent Flyer Benefits** – Employees who obtain a free coach class ticket with frequent flyer benefits earned on official government travel or personal travel are eligible for the GTSP. Savings will be measured against the contract rate in effect at the time of the flight. If there is no contract rate, then the lowest available non-restricted coach fare will be used as the basis for measurement of the savings.
5. **Savings from Contract Price** – To the extent permissible under agency travel contracts, FTRs, and the [National Defense Authorization Act for Fiscal Year 2002](#), as well as any applicable federal travel advisories or waivers issued by the GSA, employees who obtain a ticket from another source are eligible for the GTSP. Savings will be measured against the contract ticket rate in effect at the time of the flight.

SECTION 6. TDY Travel

Employees performing official TDY travel, on a scheduled duty day, within the CONUS, are required to work any remaining hours, before or after travel time, to complete their tour of duty. For example, if an employee is in a travel status for four (4) hours on a scheduled eight (8)-hour duty day, he / she would be expected to also perform four (4) hours of work consistent with his / her work schedule. Employees traveling between worksites or on TDY may work remotely (for example from their hotel) to complete their tour of duty unless otherwise directed by their supervisor. A telework agreement is not necessary for this remote work.

With supervisor approval, travelers will be authorized and reimbursed for seating upgrades within the coach cabin (these are known as “Coach Plus”, “Coach Elite” or another similar identifier) so long as in accordance with all the provisions of [FTR 301-10.124](#). In order to facilitate improved seat selection availability, upon request of the

traveler, flights will be ticketed as soon as practicable after trip authorization is granted.

Employees performing official TDY travel within CONUS will be authorized an adequate amount of time to complete travel but no more than one (1) travel day to check in to their hotel and arrange for transportation services at the TDY site, if required.

Employees will not be reimbursed for additional travel days when they accelerate the departure from their official duty station (ODS) or delay the departure from their TDY location for personal reasons or to avoid performing travel during regularly scheduled working hours. For example, an employee who is ordered to perform their mission on Monday may not be paid per diem for two (2) consecutive non-workdays when he / she departs on Friday in order to avoid traveling on the weekend.

Authorization by a supervisor for other than coach-class transportation accommodations shall be made on a case by case basis and in accordance with [FTR 301-10.123](#). A traveler that has an up-to-date documented disability or special need in accordance with [FTR 301-10.123](#), is exempt.

For travel where either the origin, destination or both are outside the contiguous U.S. (OCONUS), with supervisory approval, employees are authorized a rest period not in excess of twenty-four (24) hours at either an intermediate point, or at the destination, in accordance with [FTR §301-11.20](#).

SECTION 7. Travel Management

Employees must use the E2 travel application or any negotiated successor system, to electronically route and approve all travel vouchers to the Finance Office (FO) for payment and will not submit any hard copy travel voucher documentation to the FO, unless selected for audit. Each office will provide assistance to the traveler in preparing the electronic travel voucher.

SECTION 8. Travel Compensatory Time

Employees are entitled to compensatory time for travel consistent with [5 CFR 550, Subpart N](#). Compensatory time for travel should be administered consistent with DOC, NOAA, and NWS regulations. For the purpose of compensatory time for travel, time in a travel status includes:

- A. Time spent traveling between the ODS and a temporary duty station;
- B. Time spent traveling between two (2) temporary duty stations; and
- C. The usual waiting time preceding or interrupting such travel (e.g., waiting at an airport or train station prior to departure).

Compensatory time for travel may only be earned for time in a travel status when such time is not otherwise compensable. Compensable refers to periods of time creditable as hours of work for the purpose of determining a specific pay entitlement. For example, certain travel time may be creditable as hours of work under overtime pay

provisions.

With supervisory approval, an employee may adjust their work schedule within the current pay period in lieu of receiving compensatory travel time. If the adjustment includes a shift swap, the employee must receive supervisory approval.

Compensatory time for travel is forfeited:

- A. If not used by the end of the twenty sixth (26th) pay period after the pay period during which it was earned;
- B. Upon voluntary transfer to another agency;
- C. Upon separation from the federal government.

An employee may not receive payment for unused compensatory time off for travel.

SECTION 9. Leave During Travel

With supervisory approval, employees may be granted leave in conjunction with approved travel, provided that use of such leave does not result in any additional expense to the government and there is no adverse impact on the local office / unit's ability to fulfill its mission.

Article 24 - Safety and Health

SECTION 1. Management recognizes its responsibility to provide a safe and healthy workplace. The Union encourages employees to comply with all safety rules and regulations.

SECTION 2. Hazardous Conditions

Management is responsible for advising employees when they believe a situation or condition is hazardous, or potentially hazardous. Likewise, each employee shall comply with safety standards, rules and orders issued by the NWS, or negotiated by the Parties. Employees are responsible for advising Management when an unsafe condition has arisen which they believe is hazardous. Management shall provide an easily accessible means to report safety hazards that will be available to an employee who wishes to report a health or safety problem. There shall be no restraint or reprisal, to any employee, as a result of reporting an unsafe practice or condition. The employee has a right to decline to perform his / her work due to a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to effectively seek corrective action through normal hazard reporting and abatement procedures.

Management shall investigate and determine whether unsafe working conditions exist. If necessary, Management shall take steps to correct any such unsafe working conditions.

SECTION 3. Facility Inspections

In accordance with [NWS Manual \(NWSM\) 50-1115](#) and [Occupational Health and Safety Administration \(OSHA\)](#) standards, Management will conduct monthly safety and health inspections of each facility. The Steward, or designee, will be given the opportunity to participate in the inspection on Official Time. Upon request, Management agrees to furnish the Steward, or designee, with any monitoring data collected concerning occupational safety and health.

SECTION 4. Personal Protective Equipment

When required, the [Article 8 \(Labor-Management Relations\)](#) process in this Agreement will be used to identify the need for personal protective equipment (PPE), protective clothing, and safety devices, to control environmental, equipment, or processes hazards. The consensus decision made through the [Article 8 \(Labor-Management Relations\)](#) process shall be the basis for recommending the acquisition and distribution of such equipment and clothing to accomplish the work of the NWS, provided that nothing shall preclude Management from buying safety equipment and protective clothing and ordering an employee to use it, even if not recommended through the [Article 8 \(Labor-Management Relations\)](#) process. However, if Management does so, it shall not waive the Union's right to demand continued bargaining over appropriate arrangements related to that order through post-implementation bargaining.

It is the employee's responsibility to properly and consistently use PPE, protective

clothing, and safety devices and follow Management-directed safety procedures necessary for their protection.

IMETs will be provided fire-camp designated boots as PPE to accomplish IMET-related duties when recommended by the NWS Fire Weather Program Leader in coordination with the NFWOC. All trainees will receive one (1) pair of boots prior to first deployment. Fire designated boots will be used in accordance with [NWSM 50-1115](#), April 12, 2017, Procedure 8.

SECTION 5. Office Security

All employees are responsible for employee safety. Management will provide controlled access, as appropriate, to the working area for employees working alone, or outside the normal business hours. When Management determines it appropriate in order to enhance safety, or as required by [NWSM 50-1115](#), Management will provide emergency beacons and satellite phones. At each NWS-occupied facility, employees will have access to Automated External Defibrillators (AEDs) as recommended by the [American Heart Association](#), and a first aid kit for use by employees. In accordance with NWSM 50-1115, Section 2.3.2(a), first aid / cardiopulmonary resuscitation (CPR) trained personnel must always be available, in addition to the worker, at the worksite when high-risk work is performed, or when low-risk work is performed but medical services are not readily available. In the interest of preventing the spread of disease, Management will provide tissues, hand sanitizers or other similar disinfectants for use in common areas.

SECTION 6. Employee Fitness for Duty Examinations

When Management orders an employee to undergo a fitness for duty examination, routinely or otherwise, it must be done in accordance with applicable federal laws and regulations. The Union does not waive any rights to negotiate fitness for duty examinations. The employee will be in a duty status while undergoing the examination. The results of the examination will be kept private between the employee and appropriate officials, in accordance with federal laws and regulations.

SECTION 7. First Aid

A first aid kit shall be provided, upon request, when employees are working in a location remote from the facility. In addition, for employees working in remote locations (e.g., more than fifteen (15) minutes from emergency medical services), Management will consider whether or not to purchase portable Automated External Defibrillators (AEDs) for employees to take with them to the remote location. If purchased, employees will be responsible to immediately return the AED to their office upon their return.

SECTION 8. Accident or Injury on the Job

Employees are required to immediately report to their supervisor any accident or injury, major or minor, which occurs on the job. When an employee becomes ill or is injured in the performance of his / her duties, the employee must advise the supervisor as soon as possible. In cases where the employee is medically unable to contact his / her supervisor, an employee's family member or other representative may provide the

required notification. Management shall provide the employee with counseling information as to his / her rights to file for workers' compensation benefits and required timeframes, as well as assistance with the completion and submission of appropriate forms. The affected employee will be supplied with a copy of the completed forms. The Parties recognize that the [Office of Workers' Compensation Program](#) (OWCP; part of the Department of Labor) approves or disapproves workers' compensation claims and the amounts to be paid, and that Management has no control over the OWCP. Employees are referred to [DOC Department Administrative Order \(DAO\) 202-810](#) for information on workers' compensation claims processing and responsibilities.

SECTION 9. Emergency Contacts

The Parties will jointly develop, maintain and post an up-to-date list of important emergency contact information as determined by the LOT. This list shall include, but not be limited to, telephone numbers of poison control, animal control, suicide intervention, Employee Assistance Program (EAP), ambulance, rescue squad, police and fire departments and nearby hospitals for use in cases of medical emergencies. This information will be posted in a high-profile common area and other places as determined by the LOT. If requested, Management will assist in arranging transportation for an employee being sent home, or to a medical facility, due to illness or accident on the job.

SECTION 10. Light Duty

An employee recuperating from a non-job-related illness or injury and temporarily unable to perform the duties of his / her assigned position, may submit a written request to his / her Supervisor for temporary assignment to productive duties commensurate with the disability and the employee's qualifications. The employee shall provide a medical certificate signed by a licensed / registered physician, or other practitioner, attesting to the illness or injury, and the probable length of the employee's disability. Management shall give proper consideration to the employee's request. Such assignments, if granted, shall not be for more than thirty (30) days in duration. Request for longer periods must be approved by the appropriate Regional Director or designee, whose decision is final.

SECTION 11. Employees who believe that an unusual physical hardship or hazard was not taken into consideration in the grading of his / her position may appeal in accordance with any applicable classification appeals procedures.

SECTION 12. Employees are encouraged to make recommendations via the LOT process described in [Article 8 \(Labor-Management Relations\)](#) of this Agreement that will:

- A. Promote safety and health education;
- B. Emphasize safety precautions; and
- C. Identify areas which should receive increased emphasis, such as field safety

concerns of electronics technicians, field engineering personnel and cooperative program managers.

SECTION 13. Local Specialized Health and Safety Training

Specialized health and safety training is often offered by professional groups, such as the [American Red Cross](#), Fire Departments, Rescue Squads and other local community groups. When requested by employees, Management shall make a reasonable effort to support attending such training or provide formal, locally administered, first aid and CPR courses.

SECTION 14. Environmental Agents

If Management has advance knowledge of, any use of harmful chemicals not routinely used, or any pesticides at the facility, the impacted staff will be notified in advance of the nature and the purpose of their use and the known possible impacts. In the event of construction or remodeling within a facility, Management will ensure that proper safeguards are maintained to prevent injury and environmental illness to employees.

SECTION 15. Electromagnetic Fields, Water, Radon and Air Quality. Management shall follow federal rules, regulations, and guidelines for exposure to electromagnetic fields, radon, and for water and air quality. Management will comply with all applicable law and regulations with respect to procurement. As is required, Management will test water / air quality, radon and radiation levels, and report out the results to employees.

SECTION 16. Fire Evacuation Plans

Fire evacuation plans will be developed at each facility where one has not been established. The plan should be reviewed annually at each facility and shall be conspicuously displayed. Management shall provide for an annual review of fire evacuation procedures by all personnel and provide training in the operation of fire extinguishers and other related equipment at each facility.

SECTION 17. Hazardous Duty Pay

It is not intended for an employee to be exposed to unsafe working conditions beyond requirements imposed by the job. Such conditions shall be regulated by applicable laws, regulations and NWS policies. Employees who perform such duties shall be paid hazardous pay differentials, as appropriate, under applicable law and regulations and NWS policies.

SECTION 18. Health Club and Wellness Services Fee Reimbursement Program

The NWS will reimburse all employees up to three hundred dollars (\$300) per year for health club and wellness services fees, with a cost of living increase equal to any annual cost of living increase in federal pay rates. This program is based on the authority provided by [5 USC 7901, Health Services Program](#). The health club and wellness service fees reimbursement will also cover weight loss and smoking cessation programs.

Eligibility

In order for NWS employees to be eligible for reimbursement of membership fees, the health club or wellness service must conform to applicable laws and government-wide rules and regulations. It is not the intent of this program to reimburse employees for activities that are primarily leisure or recreational activities. Entrance and registration fees are not covered under this program.

This program is intended to maximize wellness benefits to NWS employees while minimizing administrative costs and overhead to manage the program. Therefore, the program does not cover the cost of purchasing equipment or materials for an employee's personal use. Such purchases would belong to the Agency, making oversight of the program unmanageable. The program will not reimburse employees for tangible and / or consumable products unless the products are incidental to otherwise covered services.

Enrollment

The program covers calendar years (January through December). Employees must enroll into the Health Club and Wellness Program between January 1st and the last day of February (open season) by notifying their immediate supervisor. New NWS employees or existing employees unable to apply during the open season due to prolonged absences may apply within fourteen (14) days of returning to or entering service. A receipt of payment from the appropriate facility or service provider to show proof of payment is required. An appropriately redacted, cancelled check or credit card statement or receipt for cash payment is acceptable. Employees must submit the appropriate documentation to their immediate supervisor for reimbursement between January 1st and February 28th / 29th of the year following the calendar year of using health and wellness services / membership.

Health Club Appeals Committee

If an employee disagrees with a supervisor's decision on reimbursement, the employee can submit an appeal of the decision to the Health Club Appeals Committee (HCAC) for review. The HCAC will consist of an NWS Management representative and the NWSEO President. The employee has fifteen (15) calendar days after receipt of the supervisor's decision to submit all supporting documentation to the HCAC. Appeals and supporting documentation must be submitted to:

National Weather Service
LMR Management Representative
1325 East West Highway, Room 17203
Silver Spring, MD 20910-3283

The HCAC will meet in late March to early April annually. The HCAC will review appropriate documentation and try to reach a single recommendation and associated reasoning. However, if the committee cannot reach a single recommendation, separate recommendations and associated reasoning can be provided to the NWS AA, or his / her designee. The NWS AA or his / her designee will take the HCAC's recommendation under advisement before making a final decision by the end of April. The final decision

will be provided to the employee, NWSEO President and the employee’s supervisor.

Article 25 - Union Communication

SECTION 1. Management will provide bulletin board space for posting of Union material. At new or remodeled facilities where space is adequate, as determined by Management, a Union bulletin board will be provided. In those instances where space currently utilized is not appropriate, alternate space shall be provided to conform with the provisions of this Agreement, NOAA / DOC and GSA regulations.

Union material posted on the bulletin board shall not be libelous, malicious, or scandalous. Management agrees to discuss any objection to any posted material with the Union and may request its removal. If the material is not removed, Management shall remove the material and the Union reserves its right to grieve its removal. These bulletin boards shall be the only place for the display of Union notices, literature, and correspondence. The Union will maintain the bulletin board in a neat order and the material shall be current.

SECTION 2. The Union may place literature in the mail slot boxes of BU employees during non-work time. Management agrees to distribute U.S. Mail of Union literature to addressees at facilities where the mail is initially delivered to, and distributed by, the NWS. Management assumes no responsibility if the mail is not received.

SECTION 3. NWS equipment and supplies shall not be used for internal Union business. Union representatives can use certain NWS equipment and basic office supplies for representational purposes consistent with [Article 5 \(Rights of Employees\)](#), section 10 of this Agreement. Equipment for representational purposes authorized for use under this Agreement is limited to the available personal computers (as determined by Management), NWS-licensed or copyrighted software, copying machines, government telephones, facsimile machines, desks, E-mail and government Internet access.

In those instances where a designated representative must contact an employee being represented or seeking representation, appropriate Management officials, or the Regional Chairperson or national Union officer, the use of an NWS telephone is authorized. Telephone usage is limited to representational activities.

Article 26 - Telework

This Article is superseded by the [February 24, 2022 COVID-19 Reintegration Plan and Telework Policy MOU](#) and [April 29, 2022 Addendum](#) which incorporates the [October 2021 NOAA Telework Implementation Plan](#).

Article 27 - Miscellaneous

SECTION 1. NWS-wide directives will be maintained in [electronic format](#) available to all employees.

SECTION 2. Employees preparing NWS products for issuance to the general public or special user groups will not be required to append their surnames to such products. However, employees who choose to sign or initial their weather products may do so. Notwithstanding, the foregoing signatures are required on National Center issuances that have traditionally been signed. Examples are the National Weather Summary, Severe Weather Watches, and Hurricane Advisories.

SECTION 3. Employees are not authorized to use NWS facilities to store large personal items such as boats, motorcycles, trailers, or bicycles. Bicycles and motorcycles used for daily transportation will utilize local parking facilities. The Parties understand that outside agencies may impose parking or space requirements that may limit this provision.

SECTION 4. Management will maintain an electronic copy of this Agreement accessible to all employees. It shall include a table of contents and a topical index. Each Party bears responsibility for reproducing any paper copies desired.

Management will maintain an electronic library of MOUs, NLC and RLC agreements. The Union will be provided access to this electronic library for its officers, Stewards and BU members.

SECTION 5. Carrying of and use of cell phones, or other means of contact and notification by employees not in a duty or pay status, shall be considered voluntary. Work performed as a result of cell phones or by other means of contact and notification activity, shall be compensated in accordance with [Article 20 \(Work Schedules of Rotating Shift Workers\)](#) and [Article 21 \(Work Schedules for Employee Who Do Not Work on a Rotational Shift Basis\)](#) of this Agreement.

SECTION 6. Employees may make claims for damage to, or loss of, personal property resulting from incidents related to their performance of duties. Management agrees to assist the employee with providing the appropriate claims forms and answer any questions related to the claim form, when requested.

SECTION 7. Where staff meeting attendance is mandatory, employees in attendance may choose compensatory time or overtime pay if the employee would have otherwise been in a non-duty status.

SECTION 8. Dress codes for BU employees will not be changed without first bargaining with the Union in accordance with [Article 8 \(Labor-Management Relations\)](#) of this Agreement.

SECTION 9. For the purposes of this Agreement and Article, in addition to those

employees designated by NWS as “emergency” and / or “emergency essential” employees, Management may, on a case-by-case basis, as determined by the supervisor, designate any other employee to either remain on duty or report for duty due to the exigency of the situation.

Article 28 - Pay

The NWS shall follow all current federal laws, rules, and regulations with respect to the administration of pay for its employees. Employees seeking general information about pay should refer to the [OPM fact sheet](#). If employees have additional questions regarding pay or pay issues, they can contact their local, regional, or national representative, or payroll administrator, human resources specialist.

If Management determines that training of employees is necessary, on pay administration, such training will be conducted in accordance with [Article 17 \(Training and Career Development\)](#) of this Agreement.

Article 29 - Furloughs

SECTION 1. Management agrees that it will comply with all Federal law, rule, and regulations then applicable in the administration of furloughs, should furloughs become necessary. This shall include all necessary notices to the exclusive representative of all employees in the NWS BU.

Management agrees that it will communicate to employees as required by law, rule, or regulations then applicable with respect to furloughs, all required information including, but not limited to, information with respect to:

Furloughs more than thirty (30) days; Shutdown furloughs; Administrative procedures during furloughs; Details and government travel during furloughs; Leave during furloughs; Unemployment benefits; and Federal health benefits.

SECTION 2. Leave during Furloughs

- A. Subject to law, rule, regulation, OPM guidance, and mission requirements, Management may allow that an excepted employee who was scheduled for approved leave prior to the furlough will be given the choice of being placed on furlough and will not be subject to further recall until the time for the previously scheduled approved leave is over or returning to work and performing excepted activities. If allowed, once the employee completes the days that were scheduled as approved leave prior to the furlough, they will return to work and perform their excepted duties.

If mission requirements mandate employees on leave to return home due to a furlough, Management will notify such employees. Employees should return as soon as practicable.

- B. Subject to law, rule, regulation, and OPM guidance, employees in this situation should make every effort to reschedule “use-or-lose” annual leave for use before the end of the current leave year. However, if this is not possible due to a lapse in appropriations, agency heads (or their designees) are encouraged to use their discretionary authority to restore any lost annual leave by determining that the employee was prevented from using his or her leave because of an exigency of the public business; namely, the need to furlough employees because of the lapse in appropriations.

SECTION 3. Administrative Procedures during Furloughs

- A. Management will act in accordance with law, rule, regulation, and OPM guidance when determining whether to deny or delay WGs or step increases due to a furlough.
- B. Non-completion of assigned tasks or training due to disruption caused by a

furlough will not negatively impact an employee's evaluation.

SECTION 4. Nothing in this Article shall be construed to limit the right of the Union to provide information to employees on subjects such as the items listed in section 1 of this Article.

Article 30 - Government Housing

SECTION 1. Government housing is defined to be any government-owned or leased employees living quarters administered by the NWS.

SECTION 2. The agency will provide notice and schedule with employee tenants, a reasonable time, generally at least five (5) business days prior notice, unless other arrangements are made with the tenant, for entering rental units for the purpose of making routine repairs, general maintenance, inspection and inventory. For any instance where access must be made, for the protection of life and property during emergencies (smoke, water, freeze-up, explosion, etc.), access may be without notice. The agency will not violate the tenants' right to privacy. Employee tenants will not unlawfully keep an authorized Management representative from entering quarters.

When there is to be a change in housing location, or housing will be subject to material renovations, the NWS will notify the Union in accordance with [Article 8 \(Labor-Management Relations\)](#) of this Agreement.

Article 31 - Employee Awards

SECTION 1. Authority

[Chapter 45 of Title 5, USC](#), authorizes Management to pay a cash award to, grant time-off to, and incur necessary expenses for, the honorary recognition of an employee (individually or as a member of a group). [Chapter 43 of Title 5, USC](#), provides for recognizing and rewarding employees whose performance so warrants, and [5 CFR Part 531](#) discusses Quality Step Increases (QSIs).

The Parties agree that the use of awards is an incentive for increasing productivity and creativity of employees. Management agrees to consider granting a cash, honorary or informal recognition award, or grant time off without charge to leave or loss of pay, to an employee individually or as a member of a group who contributes to:

- A. Adoption or implementation of a suggestion or invention;
- B. Significant contributions to the efficiency, economy, or improvement of government operations;
- C. Exceptional service to the public, superior accomplishment, or special act or project on or off the job and contributions made despite unusual situations;
- D. Recurring exemplary service (i.e., performance throughout the year that consistently exceeds expectations and contributes to agency goals and objectives);
- E. Exceptional customer service or contributions that promotes and supports accomplishment of the agency's mission, goals, and / or values;
- F. Creative or innovative methods used to make work processes or results more effective and efficient;
- G. Productivity gains;
- H. Any other situation in which an employee(s) effort(s) go beyond normal duties.

The Parties agree the previous list is meant to be an example but is not all inclusive.

SECTION 2. Award Funding

The NWS AA, or designee, shall establish award funding levels based on a fixed percentage of the aggregate salary (includes base pay and locality pay) of BU employees. This computation is performed at the beginning of each fiscal year or when the budget is established. Based on budget, the NWS AA, or designee, will establish an award pool to include:

- A. Special Recognition awards;

- B. Performance awards;
- C. NWS AA's awards (NOAA Administrator's awards, Isaac M. Cline awards, etc.).

The Union shall be notified of, and provided the opportunity to, bargain over the impact of any reduction of BU award funding in accordance with [Article 8 \(Labor-Management Relations\)](#) of this Agreement.

SECTION 3. Special Recognition Awards

- A. The special recognition award pool will be available for use throughout the fiscal year. The funds in the pool will be distributed to each FMC, based on the salary costs of that FMC as compared to the total salary costs of the NWS. Supervisors are encouraged to use their award funds throughout the year as appropriate recognition opportunities arise.

Special recognition awards include on-the-spot awards, special act awards, peer recognition awards and time-off awards.

1. The **On-the-Spot award** recognizes significant deeds generally of shorter duration or lesser level-of-effort than a special act award, via cash or item (e.g., T-shirt). The maximum on-the-spot award is seventy-five dollars (\$75) per award, and the yearly maximum is one hundred and twenty-five dollars (\$125) per employee.
 2. **Special Act awards** may be granted to an employee, or group of employees, to recognize accomplishments in the public interest related to official duties, suggestions, inventions, or personal efforts which contribute to the efficiency, economy, or improvements in government operations. Special act awards may be granted for meritorious achievement(s) at any time during the performance year, for accomplishments that may or may not be covered in the individual's performance plan.
 3. **Peer Recognition awards:** Refer to section 7 below.
 4. The **Time-Off award** is another form of employee recognition. The cost of Time-Off awards is not charged to the Special Recognition award pool and are granted to an individual or group, without loss of pay or charge to leave, to recognize a superior accomplishment or other personal effort that contributes to the quality, efficiency or economy of government operations. A written justification is required and must be attached to the award nomination form.
- B. The Parties encourage all BU employees to submit recommendations for Special Act awards, Isaac M. Cline awards, Administrator's awards, etc.

Recommendations should be submitted to the Supervisor(s) of the employee(s) being nominated. A nomination will not automatically result in an award. In determining awards, consideration will be given to the amount of the award, the type of award, or the person(s) being nominated. The nominated employee's / employees' Supervisor(s) is responsible for certifying that the employee(s) has / have not received prior recognition for the same accomplishment.

SECTION 4. QSIs

- A. Only employees whose performance review is at the “Meets or Exceeds Expectations” level are eligible for QSI consideration.
- B. QSIs shall be nominated by the rating official, confirmed by the approving official, and approved by the NWS DAA.
- C. A QSI may not be granted to an employee who has received a QSI within the preceding fifty-two (52) consecutive calendar weeks.
- D. The QSI should be made effective as soon as practicable after it is approved.

SECTION 5. Isaac M. Cline Awards

Isaac M. Cline Awards (hereafter referred to as “Cline Awards”), are named in honor of one of the most recognized employees in weather history who made numerous contributions to the mission of the Weather Bureau in the late 1800s and early 1900s. Most noteworthy of Mr. Cline’s accomplishments were the actions he took during the Galveston, TX hurricane of 1900, the deadliest natural disaster in U.S. history (as of the writing of this contract). Mr. Cline’s acute understanding of weather conditions, and his heroic forecasts and hurricane warnings, saved several thousand lives.

The Cline Awards are presented annually in one (1) or more of ten (10) categories related to the core NWS mission:

- Meteorology;
- Hydrometeorology;
- Hydrology and Climate Services;
- Data Acquisition Management;
- Engineering, Electronics, or Facilities;
- Leadership;
- Program Management / Administration;

- Outreach;
- EEO and Diversity Management (DM); and
- Support Services

These awards recognize substantial accomplishments achieved from June 1st of the previous year to May 31st of the award year.

A. Cline Awards will be competitive and will be made at three (3) levels:

1. **Level One (1): Field offices / Centers and NWS Headquarters/Regional Headquarters Divisions.** The first echelon recognizes deserving employees in local field offices (WFOs, RFCs, CWSUs, etc.), Headquarters Divisions, and in the individual NCEP Centers.
2. **Level Two (2): Office/Regional.** The second echelon recognizes deserving employees within an Office / Region. Recipients of Cline Awards at the local level are the nominees for this level and may be submitted to the Director of the applicable Office / Region for consideration among other local awardees for the Office / Regional level award.
3. **Level Three (3): National.** The highest-level Cline Award in each category, recipients of Office / Regional level Cline Awards are submitted to NWS Headquarters for consideration for the national Cline Award. Nominations will be accepted from users of NWS products and services, Managers and Supervisors, and co-workers.

B. All NWS BU employees are eligible for the Cline Award in all categories. Awards in these categories can be given to an individual or a team.

C. Evaluation and selection of nominees at all levels are conducted according to [NWSM 1-401](#), dated September 26, 2006.

D. The call for Cline Award nominations will be sent annually to all NWS employees in the early May to June timeframe. The national Cline Award winners will be announced no later than May of the next year and before the new call for nominations.

E. Cline Awards Recognition:

1. Local level Cline Awards: BU recipients receive an appropriate Certificate of Recognition.
2. Office / Regional level Cline Awards: BU recipients receive the Isaac M.

Cline Regional Award plaque.

3. National level Cline Awards have an honorary and a monetary aspect. BU recipients receive a special Isaac M. Cline Award plaque and may receive up to five thousand dollars (\$5,000). This amount is equally divided among members for a group award.

SECTION 6. Cash Awards

A cash award is a one-time, lump sum payment that is awarded for various reasons, such as:

- A. **A Special Act award*** is a cash award granted for a one-time, non-recurring contribution, a scientific achievement, or an act of heroism. An employee may be nominated for this award at any time during the year, and this award may be granted at any time during the year.
- B. **A Cash-in-Your-Account (CIYA) award*** is a small cash award granted for “going the extra mile” in getting the job done. CIYAs are not in recognition of overall performance, but rather for specific instances of exemplary performance.

Awards noted with * may be given at any time during the year.

SECTION 7. Peer Recognition Awards (PRAs)

PRAs provide employees an opportunity to spotlight the accomplishments of co-workers across the NWS who exceed expectations at work, who serve as a source of inspiration for others, and who produce an outstanding, meritorious achievement. PRAs may be established by Management in its sole and exclusive discretion.

Examples of meritorious achievements:

- A. identifying an innovative solution to an issue outside an employee’s planned work assignment, but which benefits the organization as a whole;
- B. saving significant money for the organization or government as a whole;
- C. using new technologies or methods to greatly improve an organization’s (or a government-wide) product or service;
- D. streamlining a process which helps the organization provide its products and services, or meet its goals, more effectively;
- E. directing a team effort with exceptional skill and sensitivity; or
- F. handling an unforeseen problem with minimal disruption to the overall work assignment.

The procedures for PRAs shall be conducted as follows. PRAs will be discussed by the peer awards sub-team of the LOT. The LOT will be notified when the office PRA budget is available and how much money is being allocated for PRAs. Management will distribute the money allocated for PRAs taking the peer awards sub-team of the LOT recommendations into account.

SECTION 8. On an annual basis, the Union will be provided with a list of BU employees who have received awards, the type of award, the amount of the award, the organization, and the duty station.

Article 32 - Contracting Out

If Management determines that unit work will be contracted out using the Office of Management and Budget A-76 Circular procedure, Management will notify the Union and provide them an opportunity to bargain consistent with [Article 8 \(Labor-Management Relations\)](#) of this Agreement. Final decisions of A-76 reviews are not grievable.

The agency shall post on the Internet an annual report of the use of contractors at the agency in accordance with [15 USC 8547](#).

Article 33 - Position Descriptions

SECTION 1. Position descriptions (PDs) are not assignments of work. Rather, PDs are intended to basically contain the principal duties and responsibilities of a position. It is recognized by the Parties that while many changes in an employee's duties can occur during the lifetime of a PD, the scope of those changes may range from very substantial to inconsequential in nature. At all times, each employee must have on record, an accurate and certified PD that clearly describes the primary duties and responsibilities assigned to the employee. The accuracy of PDs must be certified by the Supervisor or an official with authority to assign the duties and responsibilities of the position. Management agrees to make reasonable efforts to ensure that PDs reflect substantial changes in employee duties.

SECTION 2. If current PDs are not maintained on an electronic filing system accessible to employees, employees may request and will be provided a copy of their current PD and any updates reflecting substantial change, as soon as practicable. If an employee believes that his / her PD does not adequately or accurately reflect his / her assigned duties or responsibilities, he / she should, on an informal basis, discuss the matter with the supervisor.

When a position duty which is either grade determining, regular and recurring, and/or substantive in nature, is not included in an employee's PD, Management will amend that PD as soon as practicable to reflect that duty. Employees also have a responsibility in ensuring their PDs are accurate.

A dispute regarding the accuracy of an employee's PD may be grieved under [Article 10 \(Grievance Procedure\)](#) of this Agreement. Any employee who feels that his / her position is misclassified may request through his / her supervisor an audit and / or appeal of his / her position duties and responsibilities. The appeal decision may result in a raising, lowering or substantiating the grade of the position as the facts warrant. The effective date of any change will be stated in the decision.

SECTION 3. When significant changes to the duties and responsibilities listed in standard PDs (e.g., change or introduce a new PD for a category of employees) are to be made by Management, Management agrees to notify the NWSEO President in accordance with [Article 8 \(Labor-Management Relations\)](#) of this Agreement.

SECTION 4. The rights and procedures for appeal of classification will be in accordance with the rights and procedures as set forth by the [DAO 202-511](#) (January 10, 2001).

Article 34 - Official Records

Employees and / or their designated representative shall have the right to examine the following official records personally identified to the employee: the electronic official personnel folder (eOPF) and employee performance file (EPF). All BU employees, and / or their duly authorized representatives, may review the contents of their own OPF by accessing the eOPF system electronically. Such employees will be provided assistance as necessary to obtain electronic access to their personal eOPF. Such access is available to employees at any time on a secured government computer or through a secure virtual private network (VPN). For employees who have neither a government computer nor VPN access, those employees may access their eOPF by contacting the NOAA Office of Human Capital Services for contact information for the [Records Management Office of Enterprise Services](#).

An employee and / or their Union representative shall have the right to examine the EPF, which is maintained in accordance with NOAA HR Guidance Bulletin #FY13-008, in the presence of the supervisor or designee during normal duty hours. Employees, or their representative(s) designated in writing, may receive at no cost, copies of personally identified records which have not been previously furnished.

Article 35 - Employee Assistance Program

SECTION 1. Management agrees to inform employees about the services available from the Employee Assistance Program (EAP) annually via broadcast E-mail. Contact information about EAP can be obtained through the NOAA Office of Human Capital Services [EAP website](#) and through the Federal Occupational Health website at <http://www.foh4you.com/>. When an employee requests assistance from the EAP, Management shall make every reasonable effort possible to help the employee obtain the needed services as may be provided or recommended by EAP.

SECTION 2. Participation in the EAP shall be voluntary. The EAP is confidential. EAP records and conversations between an EAP counselor and an employee are private in accordance with applicable law, rule, and regulation.

SECTION 3. In addition to the counseling and other services they provide, EAP resources include, but are not limited to, program materials; informational brochures and many other valuable resources addressing such issues as traumatic life events; legal and financial counseling; stress management; family counseling; childcare; elder care; marital counseling; substance abuse counseling; psychological / health disorders; and grief and loss.

SECTION 4. Periods of excused absence without charge to personal leave may be granted to an employee for participation in the EAP for problem identification and referral to an outside resource. During any period(s) of treatment and rehabilitation through an outside resource, employees should consider the use of leave or LWOP.

SECTION 5. Management will notify the Union of any changes to the EAP.

Article 36 - Home Leave and Return Rights

SECTION 1. Overseas Tour Renewal Agreement Travel

The Parties will follow applicable law, rule, and regulation for overseas tour renewal agreement travel and home leave.

SECTION 2. Return for Separation

Employees that are retiring from government service or otherwise leaving government service and are eligible for return transportation to his / her place of actual residence, must make such arrangements in accordance with applicable [FTRs](#).

Article 37 - Drug Testing Plan

The agency shall comply with the requirements of the [DOC Drug Free Workplace Program](#). The agency will notify the Union when making changes in the [Drug Free Workplace Program](#). If those changes are more than de minimis, the Union may negotiate in accordance with applicable law.

Article 38 - Dues Withholding

SECTION 1. Eligible employees who are members of the Union are permitted to pay dues through the authorization of voluntary allotments from their compensation. This Article covers all eligible employees:

- A. Who are members in good standing in the Union;
- B. Who voluntarily complete [Standard Form \(SF\)-1187, "Request and Authorization for Voluntary Allotment of Compensation"](#) for payment of employee organization dues; and
- C. Who receive compensation sufficient to cover the total amount of the allotment.

SECTION 2. The Union is responsible for:

- A. Purchasing and distributing SF-1187s;
- B. Notifying the responsible agency person / office identified in section 3G of this Article in writing of:
 - 1. Current authorized names and titles of officials who will make the necessary certification of SF-1187 in accordance with this Article.
 - 2. Any change in the amount of dues to be deducted.
 - 3. Any employee who is no longer in good standing within ten (10) days of the date of such determination.
- C. Forwarding a properly executed and certified SF-1187 to the responsible agency person/office identified in section 3G below on a timely basis.
- D. Keeping the responsible agency person / office identified in section 3G below informed of the name, title, and address of the allottee to which remittance should be sent. Until further notice, the remittance will be sent to electronic fund transfer to the Union's financial institution per Direct Deposit Sign-up SF-1199A, executed August 2012.
- E. Keeping the responsible agency person / office identified in section 3G below informed of the allottee to whom any checks, when an electronic fund transfer is not possible, shall be payable. Until further notice, this will be:

National Weather Service Employees Organization
601 Pennsylvania Avenue, N.W.
Suite 900, South Building
Washington, D.C. 20004

SECTION 3. The office / person identified in section 3G below is responsible for:

- A. Permitting and processing voluntary allotment of dues in accordance with this Article;
- B. Withholding dues on a bi-weekly basis;
- C. Notifying the Union when an employee is not eligible for an allotment;
- D. Withholding new amounts of dues upon certification from the authorized Union official;
- E. Transmitting remittance checks each pay period to the allottee designated by the Union, including a physical mailing to the designated Union point of contact (POC) of a list of employees for whom deductions were made. If provided in the August 2018 version of the National Finance Center Report of Organization or Association Dues Withheld, the electronic listing will also include:
 - 1. the amount withheld, the dues withholding code;
 - 2. the reason for no deduction, such as, wages inadequate, organization cancellation, employee separated, temporary promotion, canceled due to promotion, or removed from dues withholding for any reason.
- F. Processing the SF-1187 and placing the employee on dues deduction on the first pay period after date of receipt of a properly certified SF-1187 signed by the NWSEO President.
- G. Within thirty (30) days of the execution of this Agreement, provide the Union with the name, phone number and E-mail address (if different than wfmo.pay@noaa.gov) of a dues and membership POC. This POC will have the authority to correct BU status coding errors; to authorize adjustments for back payment of dues for incorrectly coded employees; receiving and processing all SF-1187s; any changes to SF-1187s; and executing any notifications that may result from any future agreements. The POC will be the person the Union's Director of Membership Services will contact to solve any dues collection issues. Any change to the POC will be provided to the Union within three (3) business days.

SECTION 4. Joint Stipulations

- A. The amount of the dues to be deducted as allotments from compensation will normally not be changed more frequently than once each twelve (12) months.
- B. Administrative errors in remittance checks will be corrected and adjusted in the next remittance check to be issued to the Union. If the Union is not scheduled to

receive a remittance check after discovery of an error, the gaining Party agrees to promptly refund the erroneous remittance.

SECTION 5. The office / person identified in section 3G will be responsible for coordinating the actions described under this Article prior to payroll processing. The effective dates for actions under this Agreement are as follows:

- A. **Starting dues withholding:** First pay period after date of receipt of a properly executed and certified SF-1187 by the office / person identified in section 3G. An employee must remain on payroll deduction for one (1) year after commencement of dues withholding.
- B. **Changes in amounts of dues:** First pay period after receipt of certification in the office / person identified in section 3G.
- C. **Termination due to loss of membership in good standing:** First pay period after receipt of notification in the office / person identified in section 3G.
- D. **Termination due to loss of exclusive recognition on which allotment was based:** First pay period after the date of receipt of notification in the office / person identified in section 3G.
- E. **Termination due to separation or movement to an area not covered by this Agreement:** First pay period after date of receipt of notification in the office / person identified in section 3G.

SECTION 6. The agency will abide by applicable law, U.S. Supreme Court precedent, rule, and regulation when processing employee dues withholdings.

SECTION 7. Any violations of this Article will be resolved utilizing the procedures outlined in the [Grievance \(Article 10\)](#) and [Arbitration \(Article 11\)](#) Articles of this Agreement.

Article 39 - Employee Relocation

SECTION 1. Payment for Permanent Change in Duty Station (PCS)

NWS will reimburse relocation expenses in accordance with the [Employee Mobility and Criteria for PCS Benefits MOU dated April 8, 2022](#). Job opportunity announcements will indicate whether discretionary PCS benefits are authorized. If discretionary benefits are not referenced specifically in the job announcement, they will not be paid. Management will only pay benefits to a selectee when doing so complies with the [FTRs](#) and federal law.

Any employee accepting a PCS reimbursement will be required to sign a twelve (12) month service agreement.

SECTION 2. Relocation Expenses Related to Sale and / or Purchase of Residence

Management may pay an allowance in connection with an employee selling a residence at an old duty station and purchasing a residence at a new duty station, to the extent it is permissible under [FTRs](#) and federal law. Management will only issue payments through direct reimbursement (“direct reimbursement program”). The use of a third-party relocation services company (RSC) is not allowed.

Article 40 - Changes and Amendments to the Agreement

The Parties may amend this Agreement only by mutual consent and in writing. Either Party may request that this Agreement be opened at any time for the purpose of amendment. Any request shall be in writing and must be accompanied by the amendment(s) proposed. Within a reasonable time of receipt of such requests, representatives of the Parties will negotiate the matter in accordance with the processes of [Article 8 \(Labor-Management Relations\)](#) of this Agreement. No changes to the Agreement, other than those raised by the amendment(s) proposed, shall be considered unless mutually agreed to otherwise. Agreement shall be evidenced by written amendment executed by the Parties. This will be the only mechanism for effecting changes to this Agreement other than by that in section 4 of [Article 41 \(Duration and Terms of the Agreement\)](#).

Article 41 - Duration and Terms of Agreement

SECTION 1. This Agreement shall be in full force and effect for a period of six (6) years from its initial effective date of March 16, 2021. It shall be renewed from year-to-year thereafter, unless written notice to terminate the Agreement is served by one Party to the Agreement on the other Party to the Agreement between the 60th day and the 105th day prior to the expiration date.

SECTION 2. A MOU shall be executed by the Parties that will specify the ground rules to be used to negotiate a new Agreement. Consistent with [5 USC 7131](#), the number of employees for whom Official Time is authorized shall not exceed the number of individuals designated as representing the agency for such purposes.

SECTION 3. The Parties may amend this Agreement only by mutual consent and in writing. Either Party may request that this Agreement be opened at any time for the purpose of amendment. Any request shall be in writing and must be accompanied by the amendment(s) proposed. Within a reasonable time of receipt of such requests, representatives of Management and the Union will negotiate the matter in accordance with mid-term bargaining as spelled out in [Article 8 \(Labor-Management Relations\)](#) in this Agreement. No changes to the Agreement other than those raised by the amendment(s) proposed shall be considered, unless mutually agreed to otherwise.

Agreement shall be evidenced by written amendment executed by both Parties. This will be the only mechanism for effecting changes to this Agreement, other than by that in section 4 of this Article.

SECTION 4. At a point thirty-six (36) months after the initial effective date of this Agreement, either Party may reopen up to two (2) Articles. Notice of intent to reopen must be given between the 60th day and the 90th day prior to the thirty-six (36)-month anniversary of the effective date of this Agreement. If one (1) Party reopens the contract, the other Party may also choose up to two (2) Articles to reopen. Negotiations will follow the ground rules in [Article 8 \(Labor-Management Relations\)](#) of this Agreement.

SECTION 5. This Agreement represents the total agreement between the Parties and supersedes and modifies all past policies and practices which are in conflict with this Agreement. All past policies, practices, agreements, arbitration awards, and MOUs which are in conflict with this Agreement, are terminated and no longer in effect.

SECTION 6. Any matter not expressly covered by this Agreement and which is subject to bargaining, will be bargained in accordance with [Article 8 \(Labor-Management Relations\)](#) of this Agreement.

Appendix A - Travel Compensatory Time or Overtime

To determine if the hours are compensable by overtime or regular compensatory time, use the chart that is shown below.

Definition of Terms:

YES: If by using the chart below it is determined that the hours for travel **are** compensable (i.e., a “YES” on the chart), the hours should be coded to the appropriate Overtime transaction code (23 or 24) or Compensatory Time Earned in Lieu of Overtime (transaction code 32). If the hours **are** compensable, no claim can be made under the new provision for Compensatory Time for Travel. Please note, if the hours are compensable under overtime or regular compensatory time rules but are subsequently cutback by the [Bi-Weekly Earnings Limitation](#), the cutback hours are considered to have been compensated and are not available to the employee under the new form of Compensatory Time for Travel.

NO: If by using the chart below it is determined that the hours for travel are not compensable (i.e., a “No” on the chart), then the employee may be eligible for the new form of compensatory time for travel for some or all of the hours in a travel status. For details on the new Compensatory Time for Travel, please review the [Federal Flexibility Workforce Act](#), as well as [OPM’s Guidance including Questions and Answers](#), and [Example Cases](#).

FLSA Code = E (Exempt): Exempt from the [Fair Labor Standards Act](#). Premium pay is calculated using the rules stated in [Title 5 of the United States Code](#). Designation can be found in block 35 on the [SF-50B, Notification of Personnel Action](#).

FLSA Code = N (Non-exempt): Premium Pay is calculated using the rules stated in the [Fair Labor Standards Act](#). Designation can be found in block 35 of the [SF-50B, Notification of Personnel Action](#).

Event within the Agency’s administrative control: Based on Comptroller General (CG) decisions, travel on overtime to and from an event arranged at the discretion of an agency (or agencies) is not compensable (with some exceptions outlined below) since the agency has it within its power to ensure that the employee travels during work hours. For the same reason, travel to and from training which is conducted by the government, under government contract, or by private institution (where the majority of students are federal employees) is not compensable since the agency has within its power to control the training schedule.

Note: Overtime for travel is not compensable if the scheduled training is not essential to the performance of duties.

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	Event is within the Agency's administrative control	Event is not within the Agency's administrative control
Traveling on Saturday or Sunday (when not part of normal tour of duty).	FLSA Code = E No FLSA Code = N Yes, but only during regularly scheduled duty hours on a non-duty day.	FLSA Code = E Yes FLSA Code = N Yes
Traveling outside duty hours on a duty day (e.g., Friday night flight home).	FLSA Code = E No FLSA Code = N No	FLSA Code = E Yes FLSA Code = N Yes
Travel on a holiday. (If Yes, holiday rate is paid during duty hours; Overtime rate is paid outside of duty hours).	FLSA Code = E No FLSA Code = N No	FLSA Code = E Yes FLSA Code = N Yes
One-day travel as a passenger to and from a temporary duty station, outside duty hours.	FLSA Code = E No FLSA Code = N Yes	FLSA Code = E Yes FLSA Code = N Yes
Travel under arduous conditions (See page 35, DOC Premium Pay Manual, section 9 for definition).	FLSA Code = E Yes FLSA Code = N Yes	FLSA Code = E Yes FLSA Code = N Yes
Travel in emergency situations (e.g., a piece of equipment in the field breaks down and must be repaired immediately to ensure the welfare and safety of the public).	FLSA Code = E Yes FLSA Code = N Yes	FLSA Code = E Yes FLSA Code = N Yes
Travel to perform normal maintenance of equipment.	FLSA Code = E No FLSA Code = N Yes, but only during regularly scheduled duty hours on a non-duty day.	FLSA Code = E Yes FLSA Code = N Yes
Travel by employees on a flexible AWS schedule during the flexible period established in the AWS plan approved for the employee. (Note: Credit hours may never be earned while in travel status).	All hours of travel within the normal tour of duty are counted as regular time and not overtime. (If under a maxiflex schedule, all hours of travel under the flexible band are counted as regular time and not overtime).	All hours of travel within the normal tour of duty are counted as regular time and not overtime. (If under a maxiflex schedule, all hours of travel under the flexible band are counted as regular time and not overtime).
Travel by employees on a flexible AWS schedule outside the flexible period established in the AWS plan approved for the employee. (Note: Credit hours may never be earned while in travel status).	FLSA Code = E No FLSA Code = N Yes, but only during the established flexible period on a non-duty day.	FLSA Code = E Yes FLSA Code = N Yes
Travel by employees on a compressed AWS schedule during the work schedule established in the AWS plan approved for the employee.	All hours of travel within the normal tour of duty are counted as regular time and not overtime.	All hours of travel within the normal tour of duty are counted as regular time and not overtime.
Travel by employees on a compressed AWS schedule outside the work schedule established in the AWS plan approved for the employee.	FLSA Code = E No FLSA Code = N Yes, but only during the established period on a non-duty day.	FLSA Code = E Yes FLSA Code = N Yes
Travel directly from home to a temporary duty location outside the limits of the official duty station.	FLSA Code = E No FLSA Code = N Yes, but only during the established flexible period on a non-duty day. (Note: If Yes, the time normally spent traveling from home to work travel is deducted from the total hours of overtime worked.)	FLSA Code = E Yes FLSA Code = N Yes (Note: If Yes, the time normally spent traveling from home to work travel is deducted from the total hours of overtime worked.)
If eligible for overtime for travel, compensatory time may be substituted for overtime pay.	FLSA Code = E Yes FLSA Code = N Yes, but only if requested by the employee.	FLSA Code = E Yes FLSA Code = N Yes, but only if requested by the employee.

References:

[Title 5, United States Code 5542\(b\)\(2\), 5544 \(a\)\(3\)](#)

[5, Code of Federal Regulations \(5 CFR\) 550.112\(9\), 550.112\(j\)\(2\), 551.401\(h\), 551.422, 610.102, and 610.123](#)

[DOC Pay Handbook, Part II, Premium Pay, Chapter 9](#)

[OPM Handbook on Alternative Work Schedules](#)

Appendix B - Acronym List

A-76	Office of Management and Budget Circular A-76
AA	Assistant Administrator for Weather Services
ADA	Americans with Disabilities Act
ADR	Alternative Dispute Resolution
AED	Automated External Defibrillator
ATM	Automatic Teller Machine
AWOL	Absence without Leave
AWS	Alternate Work Schedule
BU	Bargaining Unit
CBA	Collective Bargaining Agreement
CFC	Combined Federal Campaign
CFR	U.S. Code of Federal Regulations
CIYA	Cash in Your Account (Award)
CLC	(Department of) Commerce Learning Center
CONUS	Contiguous United States
COOP	Continuity of Operations Plan
CPR	Cardiopulmonary Resuscitation
CWS	Compressed Work Schedule
CWSU	Center Weather Service Unit
DAA	Deputy Assistant Administrator
DAO	Department of Commerce Administrative Order
DM	Diversity Management
DOC	U.S. Department of Commerce
EAP	Employee Assistance Program
EEO	Equal Employment Opportunity
E-Mail	Electronic Mail
eOPF	Electronic Official Personnel Folder
EPF	Employee Performance File
ERG	Emergency Response Group
FICA	Federal Insurance Contributions Act
FMC	Financial Management Center
FMCS	Federal Mediation and Conciliation Service
FMLA	Family Medical Leave Act
FO	Finance Office
FSIP	Federal Service Impasses Panel
FTR	Federal Travel Regulation
FWS	Flexible Work Schedule
GSA	General Services Administration
GTSP	Gainsharing Travel Savings Program
HCAC	Health Club Appeals Committee
HIC	Hydrologist-in-Charge

HQ	Headquarters
HR	Human Resources
IDP	Individual Development Plan
IMET	Incident Meteorologist
LMR	Labor-Management Relations
LOT	Local Office Team
LWOP	Leave without Pay
MAP	Merit Assignment Program
MIC	Meteorologist-in-Charge
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
MSPB	Merit Systems Protection Board
NAO	NOAA Administrative Order
NCEP	National Centers for Environmental Prediction
NCWCP	National Center for Weather and Climate Prediction
NFWOC	National Fire Weather Operations Coordinator
NGP	Negotiated Grievance Procedure
NIFC	National Interagency Fire Center
NLC	National Labor Council
NOAA	National Oceanic and Atmospheric Administration
NWS	National Weather Service
NWSEO	National Weather Service Employees Organization (“Union”)
NWSI	National Weather Service Instruction
NWSM	National Weather Service Manual
OCLO	NWS Office of the Chief Learning Officer
OCONUS	Outside (the) Contiguous United States
ODS	Official Duty Station
OIC	Official-in-Charge
OPF	Official Personnel Folder
OPM	U.S. Office of Personnel Management
OSHA	Occupational Safety and Health Administration
OWCP	Office of Workers Compensation Program
PD	Position Description
PDI	Pre-decisional Involvement
POC	Point of Contact
PPE	Personal Protective Equipment
PRA	Peer Recognition Award
QSI	Quality Step Increase
RFC	River Forecast Center
RIF	Reduction in Force
RLC	Regional Labor Council
RSC	Relocation Services Company

SF	Standard Form
SLRP	Student Loan Repayment Program
SME	Subject Matter Expert
T&A	Time and Attendance
TDY	Temporary Duty
U.S.	United States of America
UCA	Unit Citation Award
ULP	Unfair Labor Practice
USC	United States Code
VBA	Veterans Benefits Administration
VPN	Virtual Private Network
VTC	Video Teleconference
WebTA	Web Time and Attendance
WFO	Weather Forecast Office
WGI	Within Grade Increase
Wi Fi	Wireless Fidelity (wireless Internet)