

**Tentative 4<sup>th</sup> Collective Bargaining Agreement  
(7/24/2020)**

**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 high quality of worklife 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 the effective conduct of 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 are in conflict with this Agreement. All past policies, practices, agreements, arbitration awards and Memorandum of Understanding (MOUs) which are not in conflict with this Agreement, remain in effect unless otherwise change as a result of midterm bargaining.

## **ARTICLE 2**

### **Recognition and Unit Designation**

**SECTION 1.** Management recognize that Union as the exclusive representatives of all employees of the unit identified below.

**SECTION 2.** The unit of recognition is defined to include all professional and nonprofessional 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 U.S.C. 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 U.S.C. 7106](#).

**SECTION 2.** In accordance with [5 U.S.C. 7106\(b\)\(2\) and \(3\)](#), nothing shall preclude NWS and NWSEO 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 adversely affected by the exercise of any authority listed in Section 1 of this Article by management officials.

**SECTION 3.** In accordance with [5 U.S.C. 7106\(b\)](#), Management may elect to negotiate or not to negotiate the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, and the technology, methods, and means of performing work.

**SECTION 4.** In a dispute over the application of any provision set forth in this Agreement, the position of Management will prevail pending resolution of the dispute by means of the negotiated grievance procedure or other appropriate means.

**SECTION 5.** 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 the Union**

**SECTION 1.** Each employee in the unit of recognition shall have the right to join or assist the NWSEO, 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 NWSEO in the capacity of a representative, and in that capacity to present the views of the NWSEO 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 President of NWSEO, 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 grievance procedure negotiated in this Agreement.

**SECTION 3.** Nothing in this Agreement shall require an employee to become or remain a member of the NWSEO, or to pay money to the NWSEO, 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 NWSEO 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 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 of this Agreement. Requests will be made at a reasonable time when management is likely available or through email. 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 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 email, 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 Department;
- 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, Managers 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, 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 Department;
- F. engagement in unauthorized charitable fund raising, including use of broadcast e-mail, or soliciting volunteers to raise funds; and/or
- G. 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 NWS and NWSEO recognize the benefits of a diverse and inclusive workplace. Employees are encouraged to immediately notify their Union representative or supervisor 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 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), 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 your 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.

## **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 (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 or more employees in the unit 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 NWSEO, in accordance with applicable law, rule or regulation, a roster of all bargaining unit 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. Bargaining unit employees will be identified by their physical location.

**SECTION 7.** NWSEO will be permitted up to fifteen (15) minutes for a Union representative to meet with each newly hired bargaining unit employee assigned to the facility for the purpose of explaining the role and responsibilities of the NWSEO. 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, NWSEO orientation material may be mailed by the NWSEO national office to each newly hired employee.

**SECTION 8.** NWSEO 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.** NWSEO may request to utilize NWS all-hands email to communicate with employees.

**SECTION 10.** The procedures for mid-term bargaining are described in Article 8 of this Agreement.

**SECTION 11.** 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 Management and the Union.

**ARTICLE 7  
UNION REPRESENTATION**

**SECTION 1. LEVELS OF REPRESENTATION**

All dealings between Union and Management which have authority to bind the respective parties will occur at levels in accordance with the following:

UNION	MANAGEMENT
National Officers, General Counsel, and Counsel (if designated by National President)	Assistant Administrator or Designee
Regional Chairpersons, Vice Chairpersons & Representative-at-large	Regional, NCEP, or Headquarters Office Directors or Designee
Local Stewards & Vice Stewards	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 Article 7 (Union Representation). The NWSEO General Counsel will only communicate with the NWS-designated representative of the Office of General Counsel, Department of Commerce, provided one has specifically been designated for this purpose. Otherwise, information requests from the NWSEO General Counsel shall be submitted to the Assistant Administrator or designee.

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.

**SECTION 2. DESIGNATED REPRESENTATIVES**

Management agrees to recognize only the designated national and regional Union representatives authorized by the 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 bargaining unit Union representatives will be provided to Management as follows:

The President of NWSEO will provide the Assistant Administrator for Weather Services in writing within thirty (30) calendar days of the signing of this Agreement (and within 30 calendar days of any subsequent changes), the names, duty stations, and telephone numbers of all national officers, regional chairpersons of the Union, and their respective NWS areas of responsibility at the national level.

The regional chairperson or designee will provide the Regional Director/Office Director of the National Weather Service, or any other Management designee, in writing within

30 calendar days of the signing of this Agreement, and annually thereafter, the names, telephone number 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 of the National Weather Service, or any other Management designee, in writing, the name, telephone number and duty station of the new Steward. The Regional Director/Office Director of the National Weather Service, or any other Management designee, shall only recognize as Union Representatives those persons identified by the Union under this Section. If no telephone number is provided for stewards, Management has no obligation beyond attempting to contact the steward at his/her work site.

The Union shall designate in writing no more than one (1) steward per organizational unit. Stewards must be bargaining unit 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 bargaining unit 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, then the Regional chairperson shall designate another employee from the Region to act in place of the steward. (Provided however, that travel per diem and any other costs shall not be authorized for travel when a steward so designated is required to travel to a station other than his or her own for representational purposes).

The Union will notify Management in writing within 30 calendar days of the signing of this Agreement (and within 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, telephone number, and email address of the new representative(s). Such notification will be provided prior to their designation to represent the Union. Such notification will include their name, telephone number, and e-mail address.

The AA, or his/her designee, shall advise the NWSEO President in writing of the name, work and government issued mobile telephone numbers, if any, email address and the duty stations 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**

There must be a request for each instance for which official time is being requested. No blanket approval of official time (e.g. 16 hours per pay period), for each pay period, will be allowed. If any portion of official time is to be performed at an alternate worksite, such as the employee's home, the employee must have a current Telework Agreement.

In accordance with [Section 7131\(a\) of Title 5 U.S. Code](#), the number of employees for whom official time is authorized shall not exceed the number of individuals designated as representing the NWS for such purposes.

**Request:** Regional and 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.

National Union officers, shall make all requests for official time to the NWS Assistant Administrator, or designee. Such requests must include an estimate of the amount of time to be spent, the general nature of the activities involved (Term Negotiations, Mid-term Negotiations, Dispute Resolution, General Labor-Management Relations), and duty location where the activities will be performed. In this request, the officer may specify particular shifts or parts thereof on which he/she would like to utilize the official time.

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.

**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.

**Approval:** Once the request is approved, the employee and/or Union representative may use the amount of official time approved. For regional and national officers, this does not preclude Management approval of arrangements for longer periods of authorization for a specific Union request consistent with the time allotted to the representative under this Agreement.

**Reporting:** Any use of official time must be reported by the Union representative in WebTA or negotiated successor system. The four 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 Chairpersons, stewards, and all employees using official time are required to report their use of official time. Official time reporting is an OPM requirement.

**Recording:** A record of official time must be maintained in order to meet OPM requirements.

The Union agrees that in the interest of efficient government, all efforts will be made to use approved 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 employee may serve as a representative in a particular case of complaint at any one time on official time. The supervisor or designee shall propose an alternate time in those instances where requested official time is denied.

A designated 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 bargaining unit employees at meetings held by NWSEO 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.

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, nor is Management obligated to incur any other expenses in connection with representational duties. Travel and per diem for representational purposes will be paid for by NWSEO.

#### **SECTION 4. AUTHORIZED OFFICIAL TIME**

Union representatives are only authorized to perform Union representational duties under this Agreement while on approved official time. Any employee who uses official time without advance written Agency authorization, or for purposes not specifically authorized by the Agency, shall be considered absent without leave (AWOL) and subject to appropriate disciplinary action.

In the administration of this Article, the total amount of official time shall not exceed the equivalent of 1 hour per bargaining unit employee per fiscal year, except as otherwise required by law, government-wide rule or regulation.

Except as otherwise provided for in this Article, employees shall spend at least  $\frac{3}{4}$  of their paid time, measured each fiscal year, performing Agency business or attending necessary training (as required by NWS), in order to ensure that they develop and maintain the skills necessary to perform their NWS duties efficiently and effectively.

#### **Official Time for Stewards**

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:

Informal resolution efforts with Management or consideration of a possible grievance prior to the filing of a grievance – *Up to 2 hours*

Arbitration Hearing – if presenting the case before the arbitrator – *Actual time in hearing.*



Formal meetings – *Actual time of meeting.*

Weingarten meetings – *Actual time of meeting.*

Article 8 (Labor-Management Relations) meetings – *Actual time of meeting.*

Proposed disciplinary, adverse action, or performance-based representation – *Up to 8 hours preparation time per action.*

Mid-Term Bargaining – *Actual time in negotiations.*

All the above time frames include time spent on the telephone.

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.

### **Official Time for Regional Chairperson or equivalent**

Subject to Section 3.B. of this article, one person, per region (the Regional Chairperson or equivalent) may request additional time not to exceed sixteen (16) hours official time per pay period to conduct all representational activities and/or activities authorized by the contract in addition to the official time necessary for regional negotiations or for Labor-Management committee meetings authorized by Article 8 (Labor-Management Relations).

Regional/Office 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, subject to Management approval.

The following representational activities are included in the official time referenced above:

General Labor Relations responsibilities under the [Statute](#);

Arbitration when Union advocate;

Preparation of agenda items for Article 8 (Labor-Management Relations) meetings;

Formal meetings; and

Weingarten meetings.

For the Regional chairpersons, the following representational activities will be excluded from the hours referenced above:

Participation in collective bargaining;

Travel time, if otherwise in a duty status; and

Meetings requested by Management, including meetings under Article 8 (Labor-Management Relations).

### **Official Time for National Officers**

The amount of official time granted for national NWSEO 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.

Subject to Section 3.B. of this article, the NWSEO President, Executive Vice President and Secretary/Treasurer are the only national officers authorized the following amounts of official time to perform the functions authorized by this Agreement without loss of leave or pay:

The NWSEO President may be granted up to 20 hours of official time per pay period.

The Executive Vice-President may be granted up to 20 hours official time per pay period.

The Secretary/Treasurer may be granted up to 16 hours of official time per pay period.

If any national position is abolished or vacant, the NWSEO President may designate in writing to the NWS Assistant Administrator or designee an alternate who may be granted the official time authorized for the position.

Official time authorized for the President, Executive Vice-President and the Secretary/Treasurer may be used for the following representational activities:

General Labor Relations responsibilities under the [Statute](#);

Formal meetings;

Weingarten meetings;

Preparation of agenda items for Article 8 (Labor-Management Relations) meetings; and

Preparation of reports for other agencies required by law.

For the 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:

Participation in collective bargaining;

Travel time, if otherwise in a duty status; and

For purposes of exercising national consultation rights, the amount to be determined on a case by case basis.

Meetings requested by Management, including meetings under Article 8 (Labor-Management Relations).

**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 employer and the representative in his/her Union representational capacity and 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 Union President to the Assistant Administrator or designee. The request will cite this section of the contract, and will contain all the information about the location, duration, purpose and nature, of the training and, benefit to Management.

**SECTION 6.** There shall be no restraint, interference, coercion, or discrimination against Union representatives because of the performance of their approved official representational duties.

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 lead to disciplinary action.

**SECTION 7.** If requested, and approved by their supervisors, the NWSEO President, Executive 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) 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 the NWS from authorizing official time as required under [Sections 7131\(a\) and 7131\(c\) of Title 5, U.S. Code.](#)

**SECTION 9.** A matter pertaining to this Article which is not covered by this Agreement and which is subject to bargaining will be bargained in accordance with Article 9 (mid-term bargaining) of this Agreement.

## **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. Management will utilize pre-decisional involvement (PDI) only to the extent that it determines the cost of doing so brings tangible benefits to the agency.

**SECTION 2.** All bargaining will be done in accordance with Article 9 (Mid-Term Bargaining) of this Agreement.

### **SECTION 3. 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 Local Office Committees (LOTs) to provide a vehicle for effective labor relations.

A. Purpose

The purpose of the LOT is to provide labor and Management an opportunity for consultation and discussion of matters of interest, and, where required, to fulfill statutory obligations.

B. Structure

When required there will be a Local Office Team (LOTs) at local field offices, NCEP Centers, Regional Headquarters, and Divisions within the National Headquarters. Consistent with [5 U.S.C. § 7131](#), the number of Union representatives for whom official time is authorized shall not exceed the number of Management representatives.

1. The LOT will consist of two (2) members who will act as co-chairs; one local steward and one Management representative. If, however, more than one 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, however in that event, no travel and per diem will be paid. The LOT will be co-chaired by the local office MIC/HIC/OIC, Center Director,

Deputy Regional Director, or Headquarters Division Chief and the corresponding NWSEO Steward, or their designees.

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 may either travel, if travel is approved by Management, to the local office to interact with employees and Management, at the expense of NWSEO, or subject to time and resources, participate in the LOT meeting via teleconference.

C. Meeting Schedule and Procedures

1. The LOT shall meet whenever needed. When local management contemplates proposing a change which creates more than a de minimis impact to office operations or working conditions of bargaining unit employees at the local level, he/she shall request a LOT meeting with the steward and shall place the matter on the meeting's agenda, which must be prepared in advance. 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 15 days, to consult with the impacted employees. Any comments or suggestions will be presented to the team representative. If the suggestions or comments apply to an agenda item, they will be considered during team meetings. Whenever the local steward wishes to discuss a proposed change in working conditions or office operations, she/he shall request a LOT meeting which shall be conducted promptly.
2. Each meeting will have an agenda. Either Management or Union may provide input as to what matters will be placed on the agenda. Any council/team 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/team member no later than two 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 issues which are to be discussed and allow for consultation, e.g., informational subjects, issues of morale, relationship issues, etc.
  - b. Statutory obligations – Matters for collective bargaining.

#### **SECTION 4. 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 obligations.

B. Structure

The RLC shall be chaired jointly by the NWS Regional Director or his/her designee, and the NWSEO Regional Chairperson or his/her designee. Up to two (2) additional Management and two (2) NWSEO representatives may be selected by the respective chairs of the RLC, based on the principle of equal representation on official time. Consistent with [5 U.S.C. § 7131](#), the number of Union representatives for whom official time is authorized shall not exceed the number of Management representatives.

C. Meeting Schedule & Procedures

1. The RLC meetings will be held as determined by mutual agreement of the council/team co-chairs. Meetings will be held face-to-face if mutually agreed to by the council members, or by tele- or video conferencing when a mutual agreement to a face-to-face meeting is not agreed to.

2. Any council/team 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/team member no later than two 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 obligations – Matters for collective bargaining.

#### **SECTION 5. National Labor Council (NLC)**

A. Purpose

The purpose of the NLC is to provide Union and Management, at the National level, an opportunity for consultation and discussion of matters of interest, and when required to fulfill statutory obligations.

B. Structure

The NLC shall consist of the Assistant Administrator for Weather Services or his/her designee, and the President of NWSEO or his/her designee who will jointly chair the Council. Up to two (2) additional Management and two (2)

NWSEO representatives may be selected by the respective chairs of the NLC, based on the principle of equal representation on official time. Consistent with [5 U.S.C. § 7131](#), the number of Union representatives for whom official time is authorized shall not exceed the number of Management representatives.

C. Meeting Schedule and Procedures

1. The NLC meetings will be held as determined by mutual agreement of the council/team co-chairs. Meetings will be held face-to-face if mutually agreed to by the council co-chairs, or by tele- or video conferencing when a mutual agreement to a face-to-face meeting is not agreed to.
2. Any council/team 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/team member no later than two 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 obligations – Matters for collective bargaining.

**SECTION 6. Minutes of the LOT/RLC/NLC Meetings**

For LOT meetings, preparation of the minutes, will be the responsibility of Management. For the RLC meetings and the NLC meetings, the Management co-chair for each meeting will be responsible for preparing the draft minutes. A copy of the minutes shall be provided to each council/team member and allow seven (7) working days for the committee/council to review and send suggested corrections or amendments. The co-chairs will then come to an agreement on the minutes. If agreement cannot be reached, both versions will be incorporated into the official minutes identifying which version in NWSEOs and which version is Managements. The Union has the right to post the minutes on the Union bulletin board.

**SECTION 7. Participation of Subject Matter Experts (SMEs) and Observers**

- A. For LOT, RLC, and NLC meetings, each side may call upon subject matter experts, including bargaining unit employees. These experts may answer questions and offer opinions, but they are not council members. If travel is required for an SME, the cost of travel will be borne by the Party calling the SME.
- B. By mutual agreement of the co-chairs, Local office employees may be observers at LOT meetings and present their comments, opinions, and suggestions. After



opinions and or comments are given to the LOT, the observers will leave, and the LOT will consider the opinions and/or comments and try to reach a decision.

- C. RLC and NLC members may also invite employee observers upon prior written notice and mutual agreement of the co-chairs. By mutual agreement of the co-chairs, observers may present their comments, opinions, and suggestions.

### **SECTION 8. Sub-Committees and Working Groups**

By mutual agreement, each LOT/RLC/NLC may create ad-hoc sub-committees or working groups to assist the LOT/RLC/NLC. These sub-committees or working groups may only make recommendations or suggestions, they do not have decision making authority. When such sub-committee or working group member(s) is serving as a Union representative, the Union shall designate this member(s). In circumstances where Management determines that SMEs are necessary, Management may assign SMEs who are bargaining unit employees to assist or serve on the sub-committee/working group. These SMEs shall not serve as Union representatives. Sub-committees or working groups may also call upon SMEs including bargaining unit employees that are not members of the sub-committee/work group, as needed. No travel is authorized for a sub-committee or working group.

### **SECTION 9. Administrative Costs**

In the case of the LOT/RLC/NLC, payment for travel and Per Diem for Management members will be paid by Management and payment for travel and Per Diem for Union members will be paid by the Union. Payment for any other costs associated with the LOT/RLC/NLC activities will be at the discretion of Management. Cost will be considered when scheduling and conducting, LOT/RLC/NLC meetings. Tele- and video conference meetings may be used to reduce travel costs.

### **SECTION 10. Assessment**

Union and Management agree that the effectiveness of this process can be maximized by periodic evaluation and assessment. Therefore, the parties, to this Agreement, may amend this Article by mutual agreement in order to establish better procedures based on their experiences in the prior year.

### **SECTION 11. Collective Bargaining Agreement**

Actions of the LOT or RLC cannot amend, be inconsistent with, or otherwise alter the terms of the Collective Bargaining Agreement or National Memoranda of Understanding (MOU).

**SECTION 12.** A matter pertaining to this Article which is not covered by this Agreement and which is subject to bargaining will be bargained in accordance with Article 9 (mid-term bargaining) of this Agreement.

## **ARTICLE 9**

### **Mid-term Bargaining**

**SECTION 1.** The [Federal Service Labor Management Relations Statute](#) imposes an obligation upon the parties to bargain in good faith over procedures and appropriate arrangements, and in some cases the substance of, changes in working conditions which are proposed by Management during the term of this Agreement.

This Article covers collective bargaining of changes in working conditions of bargaining unit employees. It sets forth the processes that the parties have agreed will be used to satisfy their statutory obligations under the [Federal Services Labor Management Relations Statute](#).

The parties recognize that each has a responsibility to consider the other's issues and to make an honest attempt to find acceptable solutions. Except where specifically noted otherwise, Section 2 procedures govern local, regional, and national mid-term matters.

**SECTION 2.** When Management proposes a change which materially affects conditions of employment, they will provide adequate notice of the changes and an opportunity to bargain. Similarly, when the Union initiates a mid-term bargaining request over a matter that requires bargaining under the Statute, the Agency will negotiate with the Union to the extent required by law."

#### **Notice of Changes**

When the proposed changes affect employees within a single local, regional, or national office, such 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.

When the proposed changes affecting the region as a whole or which will impact more than one office in a particular region, such notice will be served on the regional chairperson or designee.

When the proposed changes affecting the NWS as a whole, notice will be served on the NWSEO President or designee.

When proposed changes are of a similar nature affecting more than one 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.

Notices concerning a change shall be provided as far in advance as practicable of the proposed implementation date. Notices will contain a description of the change, the need for the change, a proposed implementation date, and the identity of the NWS's representative. Notice will be in writing using an e-mail address, provided by the

NWSEO representative, or by receipted personal delivery.

### **Response to Notice and Submission of Proposals**

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 NWSEO's written proposals. If NWSEO 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 NWSEO'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.

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 bargaining unit employees affected by the change and procedures for the implementation of the change.

### **Bargaining**

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

Bargaining which begins at any level will only be elevated to the next higher level by mutual agreement of the Parties.

### **Time Frames**

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

### **General Ground Rules**

These ground rules will serve to establish and set forth the sole procedures for bargaining mid-term changes in working conditions unless mutually agreed otherwise.

### **Team Members**

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

### **Observers**

As scheduling allows and by mutual consent, up to two (2) observers per side may be present during negotiating sessions. Observers are not entitled to official time.

## **Chief Negotiators**

Each party will name a Chief Negotiator to represent it at negotiations.

## **Duties of Chief Negotiators**

The Chief Negotiators for each party will be the chief spokesperson for their respective teams. Only the Chief Negotiator will have authority to make binding commitments for his/her party regarding accepted proposals, subject to agency head review. Dates and times for negotiations will be determined by mutual agreement of the Chief Negotiators.

## **Location of Negotiations**

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

## **Preparation for Negotiations**

Official time shall be in accordance with Article 7 (Union Representation) of this Agreement.

Exchange of Proposals, including Counter Proposals, will be exchanged in accordance with Article 9 Section 2.

## **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.

## **Subject Matter Experts (SMEs)**

Management retains the right to assign duties to bargaining unit employees to act as subject matter experts on issues subject to bargaining. These SMEs will not act as Union Representatives.

## **Final Agreement**

The Agreement shall not be completed and finalized until all proposals have been disposed of by mutual agreement. The Agreement must be signed by both parties. Agreements negotiated pursuant to this article will be subject to agency head review pursuant to [5 U.S.C. § 7114\(c\)](#).

## **Caucuses**

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

## **Memorandum of Understanding (MOU)**

The Union and Management will incorporate any agreement into a Memorandum of Understanding (MOU), and each party will sign the MOU. Each MOU will contain a provision indicating an effective date and an expiration date.

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

All payment by Management for travel and Per Diem costs for bargaining will be at the discretion of Management. Tele- and video conference meetings may be used to reduce travel costs.

**SECTION 3.** 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 4.** 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 services of the [Federal Service Impasses Panel \(FSIP\)](#). If the Agency provides the Union notice and the Union fails to invoke the services of the FSIP within a reasonable period of time, the Agency may lawfully implement its last best offer.

**SECTION 5.** A matter pertaining to this Article which is not covered by this Agreement and which is subject to bargaining will be bargained in accordance with Article 9 (mid-term bargaining) of this Agreement.

**SECTION 6.** If disagreements occur as to whether or not past policies, practices, agreements, arbitration awards, and/or Memorandum of Understandings (MOUs) remain in effect, the parties will adhere to the statutory requirements pending the resolution of the dispute.

## **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, NWSEO, and Management grievances. This procedure will be the sole procedure available to the NWSEO, Management, or bargaining unit employees for resolving grievances.

### **SECTION 2. INTENT AND UNDERSTANDING OF THE PARTIES**

Management and NWSEO recognize and endorse the importance of settling workplace problems, promptly and equitably at the lowest possible supervisory and NWSEO level so as to resolve the problem without the necessity of filing a grievance. Employees may bring his/her concern to either the Steward, the manager, or both, on an informal basis. The 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 bargaining unit employee from bringing a matter of personal concern to either Management or NWSEO. 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.

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.

Employees should recognize that NWSEO 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 NWSEO the right to present and process grievances in its own behalf or on behalf of any employee in the bargaining unit;
- B. assure each employee the right to present a grievance on his/her own behalf, and assure NWSEO the right to be present during the grievance proceeding;
- C. assure Management the right to present and process grievances; and
- D. 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 U.S.C. 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 a Collective Bargaining Agreement; or
  - 2. any claimed violation, misinterpretation, or mis-application of any law, rule, or regulation affecting conditions of employment.

For the purpose of this Article, "labor organization" means NWSEO.

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, U.S. Code](#) relating to prohibited political activities;
- B. Retirement, life insurance, or health insurance;
- C. A suspension or removal under [Section 7532 of Title 5, U.S. 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 for promotion from a group of properly ranked and certified candidates;
- 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 120 days;
- N. The filling of any position outside the bargaining unit;
- O. Disapproval of an honorary or discretionary award not directly related to job performance;
- P. The substance of performance standards and elements/measures and/or the determination as to whether an element/measure is critical or non-critical;
- Q. Ratings on individual performance elements and performance measures;
- R. Non-selection from among a group of properly ranked and certified candidates; and

#### **SECTION 4. TIME LIMITS**

All time limits specified in this Agreement are binding, however extensions of up to fifteen (15) days may be granted to time limits by mutual consent. Such extensions shall be 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, (3) whether prejudice to the employer or NWSEO would result from a waiver of time limits.

Failure of NWSEO, the grievant, or the grievant's representative to observe any time limit shall result in the grievance being dismissed. Failure of Management to observe any time limit shall automatically elevate the grievance to the next step.

#### **SECTION 5. PROCEDURAL INFORMATION**

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 Negotiated Grievance Procedure 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 Negotiated Grievance Procedure, whichever occurs first.

An employee may present a grievance to Management and have it resolved with or without the services of NWSEO. If presented without NWSEO representation, such grievances may be resolved without NWSEO intervention, provided the resolution is not inconsistent with the terms of this Agreement. However, NWSEO has the right to be present at any meetings conducted by Management with the grievant when such meetings are related to an active grievance.



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.

Should Management or NWSEO 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), Arbitration. The issue of arbitrability shall be decided in a separate hearing prior to any review or decision on the merits of the grievance unless the parties mutually agree that arbitrability and the merits of the grievance will be heard in the same hearing.

A grievance form 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 form 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.

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**

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 NWSEO.

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.

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 NWSEO 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.

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**

The NWSEO representative will request official time for grievance processing in accordance with Article 7 (Union Representation). Approval of official time will be in accordance with law and Article 7 of this Agreement.

Unit employees may only be represented in grievances and arbitration, as provided for in this agreement, by the Union.

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 NWSEO representative contacts a Management official, the representative will inform the official of his/her representational role and the purpose of the contact.

A bargaining unit 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. PERSONAL INFORMATION**

For personal information concerning a bargaining unit employee, to be released to the Union, such employee shall provide a signed release of information, to Management, designating the Union to receive such personal information.

**SECTION 10.** A grievance must be in writing, submitted on the Grievance Form, and contain the following information:

The name and duty station of the grievant.

A description of the facts surrounding the grievance including the date, if known, when the issue or incident out of which the grievance arose occurred, the date when the grievant first became aware of the issue or incident out of which the grievance arose occurred, all other relevant dates and places and known witnesses.

The Management official alleged to be responsible for the issue or action being grieved.

The specific provision of this Agreement (Article, Section if a contract violation is being grieved, if known).

If a violation of past practice is being alleged describe the past practice.

The specific law, rule, or regulation claimed to have been violated (if known to the grievant).

An explanation of how the grievant was harmed.

The remedy being sought.

The name and address of the grievant's Union representative, or a statement that the employee is representing himself/herself.

All grievances must be signed and dated.

A brief description of informal steps that were taken by the grievant in an effort to resolve the issue prior to filing of the grievance.

Management has the right at any time, after receiving the grievance, to ask clarifying questions.

## **SECTION 11. 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**

When an employee chooses to file a grievance, or when the Union files on behalf of an employee[s], the grievance must be filed, in writing, utilizing the Grievance Form, to the immediate supervisor or designee within fifteen (15) calendar days of the date the employee was harmed, becomes aware of, or should have known of the action being grieved.

After the grievance is filed, within seven (7) calendar days, the supervisor or designee will schedule a meeting with the employee and his or her Union representative to discuss and potentially resolve the grievance. Such meeting will take place no later than fifteen (15) calendar days after the filing of the grievance. If the grievance is

resolved at the meeting, such resolution will be placed in writing and signed by both parties. If the grievance is not resolved at the meeting, the supervisor or designee shall provide a substantive written response to the grievant and the grievant's Union representative(s), if the employee is represented by the Union, within fifteen (15) calendar days of the conclusion of the meeting.

The written response will contain the following information:

the decision with respect to the grievance;

the reason for the decision;

the reasons for granting/denying the relief; and

the name and address of the next level for submission at Step Two

An employee or designated representative dissatisfied with the answer provided in Step One may appeal the grievance to the second level supervisor, Regional/Office Director or equivalent, or designee as appropriate, within fifteen (15) calendar days of receipt of the written response or of when the response should have been received. Failure of NWSEO, the grievant, or the grievant's representative to observe any time limit shall result in the grievance being dismissed.

The failure of the deciding official to respond within fifteen (15) calendar days will entitle the grievant to move the grievance to Step Two. Such Step Two grievance must be filed within fifteen (15) calendar days of when a response should have been received.

### **Step Two**

The Step Two written grievance shall contain a statement specifically explaining why Management's Step One response is not acceptable, and a copy of the Step One grievance and the response. If no response was received by the Union, the Union may resubmit its Step One grievance at Step Two. All Step Two grievances will be filed with the second level supervisor, or designee as appropriate.

Within fifteen (15) calendar days of receipt, either the grievant, the local level steward, or the Regional Chairperson as appropriate may request a meeting to discuss and attempt to resolve the grievance at this step. If a meeting is held, and the grievance is resolved, such resolution shall be placed in writing. If a meeting is held, and the grievance is not resolved, the second level supervisor, or their designee as appropriate, shall provide a substantive written response (e.g., addresses each allegation in the grievance) to the grievant and the grievant's Union representative, if represented by the Union, within thirty (30) calendar days of the conclusion of the meeting. If no meeting is held, then the response should be provided to the grievant within thirty (30) calendar days of the filing at the second step.

A grievant or Union representative dissatisfied with the answer provided in Step Two

may appeal the grievance to the next level supervisor at Step Three, or designee as appropriate, within fifteen (15) calendar days of receipt of the written response at Step Two.

The failure of the deciding official to respond within thirty (30) calendar days will entitle the grievant to move the grievance to Step Three. Such Step Three grievance must be filed within fifteen (15) calendar days of when a response should have been received.

### **Step Three**

The Step Three written grievance must contain a copy of all documents developed during Steps One and Two, and statements specifically stating why the grievant feels Management's Step Two response is not acceptable. If no response was received by the Union, the Union may resubmit its Step Two grievance at Step Three. All Step Three grievances will be filed with the Regional/Office Director or equivalent, Assistant Administrator for NWS, or designee as appropriate, within fifteen (15) calendar days of receipt of the decision in the preceding step.

Within forty-five (45) calendar days following receipt of the grievance, a written decision will be sent to the grievant and to the designated representative. If the Union disagrees with the final grievance decision, it may refer the grievance to arbitration in accordance with Article 11 – Arbitration. In the case of an employee who has chosen to present a grievance without NWSEO representation, this decision will be final, and arbitration may not be invoked.

### **SECTION 12. DISCIPLINARY ACTION GRIEVANCE**

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.

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 13. UNION/MANAGEMENT GRIEVANCE PROCEDURE**

Management grievances shall be initiated in writing by the Assistant Administrator for NWS 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.

Union institutional grievances will be initiated in writing by the Union and presented to the Assistant Administrator of the NWS, or designee within thirty (30) calendar days of the action or condition giving rise to the grievance. Institutional grievances are grievances against the National Weather Service concerning the Union's institutional rights, not presented by or on behalf of an employee or a group of employees. Such grievances will be considered institutional in nature and concern alleged violations of

terms and conditions specifically granted to the Union as an institution, by statute, regulations, or under this Agreement. The only Union official who can submit a grievance for the Union under this section is the Union President, or designee. Decisions by the Assistant Administrator, 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.

#### **SECTION 14. NATIONAL GRIEVANCES**

The Union may file a national grievance over issues concerning bargaining unit employees, covered by this Agreement, when such grievance concerns the same matter affecting employees from more than one Region. Such grievance will be filed with the Assistant Administrator, or designee, within thirty (30) calendar days of the time the employees affected by the Management action became aware of, or should have known, of the action being grieved. If either party requests, a meeting will be held within fourteen (14) calendar days. Such meeting will be held telephonically, absent mutual agreement. Management will provide a written decision within thirty (30) calendar days of the meeting, or if no meeting is held, within thirty (30) days of the filing of the grievance. This will be a final grievance decision, subject to arbitration at the election of the Union. The Union must invoke arbitration within twenty-one (21) calendar days of receipt of Management's decision. Failure of Management to issue a decision within thirty (30) calendar days shall have the effect of a denial of the grievance, and the Union may invoke arbitration not later than twenty-one (21) calendar days from the date on which Management's decision was due.

**SECTION 15.** A matter pertaining to this Article which is not covered by this Agreement and which is subject to bargaining will be bargained in accordance with Article 9 (mid-term bargaining) of this Agreement.

## **ARTICLE 11 ARBITRATION**

**SECTION 1.** Within twenty-one (21) calendar days after receipt of the final decision under Article 10 (Grievance Procedure), either Management (Assistant Administrator for NWS or designee) or the Union (National President or designee) may invoke binding arbitration by notifying the other party in writing.

### **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 American Association of Arbitrators who are qualified by virtue of experience, background or training to arbitrate grievances in the Federal (U.S.) Sector. The grieving party shall request that a copy of the list be furnished to each party. A copy of this correspondence and the designation of the representative shall be served simultaneously on the other party on the day of the request. The receiving party will then provide a written designation of its representative. 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 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. Each party will notify, in writing, with a copy to each other, the [FMCS](#) and the arbitrator of his/her selection. After an arbitrator is selected, neither party will engage in ex parte communication with the arbitrator.

When there are issues of arbitrability raised during the grievance procedure, these issues shall be submitted to the arbitrator to be heard in a separate hearing prior to any review or decision on the merits of the grievance, unless the parties mutually agree that arbitrability and the merits of the grievance will be heard in the same hearing. The arbitrator must issue a decision resolving the issues of arbitrability prior to conducting the hearing on the merits. If no issues are determined to be arbitrable, no subsequent hearing on the merits will be held.

### **SECTION 2. PREPARATION FOR ARBITRATION**

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 responses(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.

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.

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**

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 Management or the Union shall be determined by mutual agreement. If the parties cannot mutually agree on a site, the arbitrator will determine the location of the hearing.

The hearing shall normally be held during regular business hours, Monday through Friday.

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 the [federal travel regulations](#).

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**

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 annual leave provided that the NWSEO 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.

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 NWSEO to meet the timelines in either Section A or B of this Section 4, then in that event, any costs incurred will be paid by NWSEO.

Both parties agree to call only the minimum number of witnesses necessary to present their case.

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**

Except as provided above, the parties will each pay one-half of the regular fees and expenses of the arbitrator hearing the case.

If the arbitrator requires a transcript, each party will pay one-half of the cost. The transcript will be made by a certified court reporter. Costs will be limited by 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.

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.

All other expenses which the parties agree to incur shall be shared equally.

Travel and other costs for Management representatives and Management witnesses shall be paid by Management.

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**

At the request of the Union, the arbitrator must determine that entitlement to any attorney fees is consistent with [5 U.S.C. 5596](#) and [5 U.S.C. 7701 \(g\) \(1\) and \(2\)](#), and the Attorney retained by NWSEO presented appropriate and customary documentation of fee entitlement.

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:

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.

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.** The arbitrator is bound by Federal Mediation and Conciliation 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.

The Arbitrator's award will be sent to both parties simultaneously.

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.

**SECTION 11.** A matter pertaining to this Article which is not covered by this Agreement and which is subject to bargaining will be bargained in accordance with Article 9 (mid-term bargaining) of this Agreement.

## **ARTICLE 12**

### **Discipline**

**SECTION 1.** NWS and the NWSEO 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 bargaining unit 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:** non-disciplinary counseling is a 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, is not a disciplinary action and is not subject to being grieved under the Grievance Article.
- 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 NWSEO 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 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 bargaining unit 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 year of current, continuous service in the same or similar positions under other than a temporary appointment limited to one year or less;
  3. Preference eligible employees in the excepted service who have completed one year of current, continuous service in the same or similar positions; and
  4. Non-preference eligible employees who have completed two years of current, continuous service in the same or similar positions under other than a temporary appointment limited to two 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](#) and Federal law, rule and regulation.

C. Letters of Reprimand:

1. Letters of reprimand shall cite the 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. A copy of the letter of reprimand, along with any employee response, will be filed in the employee's official personnel folder for a period of at least one (1) year but not more than three (3) years, after such period, all copies, electronic and printed, would be expunged.

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 VTC, where appropriate.
5. An employee has a right to have a representative attend the oral response meeting.

6. Upon request, in accordance with the procedures for requesting official time in Article 7, 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 negotiated grievance procedure.

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 later 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, rule, or regulations.
2. Management will provide the employee or their designated representative, at their request, a copy of any information not covered by privilege or otherwise prohibited from release 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, in accordance with the procedures for requesting official

time in Article 7, 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. Within fifteen (15) business days after the reply period has expired and prior to the effective date of the action, 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 negotiated grievance procedure. 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 bargaining unit 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 MANAGEMENT**

### **SECTION 1. OVERVIEW OF PERFORMANCE MANAGEMENT**

Performance management in NWS will serve as the basis for an employee's performance appraisal. Performance management provides for:

- A. establishing critical elements and related performance standards for each covered position, which, to the maximum extent practicable, permit the accurate evaluation of job performance on the basis of objective criteria related to the position;
- B. using performance plans to communicate Department goals and objectives, NOAA and NWS strategic and operating plans, and to identify individual accountability for their accomplishment;
- C. using performance appraisal to provide for dialogue between supervisors and employees on the employee's performance and how it may be improved to consider any developmental needs; and for training, rewarding, reassigning, promoting, reducing in grade, retaining, granting within-grade increases, and for performance based actions; and
- D. evaluating and improving individual and organizational performance.

### **SECTION 2. PURPOSE OF PERFORMANCE MANAGEMENT**

The purpose of performance management is to improve employee and organizational performance. It encourages communication between employees and supervisors, provides a mechanism to evaluate employee performance and identify strengths and weaknesses, and provides a mechanism to address deficient performance effectively through such activities as increased communication, coaching, training, and if necessary, through appropriate personnel actions. Feedback and ratings under the performance management system will, to the maximum extent practicable, be fair, equitable, and related to job performance. Evaluation of an employee's performance of assigned duties shall be based upon how well the employee performs assigned duties, and not on whether or not the assigned duties have a high agency profile.

### **SECTION 3. COMMUNICATION OF GOALS AND OBJECTIVES**

Individual and organizational goals will be communicated to employees, individual responsibility for accomplishing team and organizational goals will be identified, performance will be evaluated and improved where necessary, and the results of performance management will be used to improve the effectiveness of the NWS. All participants in this process should expect to be held accountable for meeting those goals and tracking and evaluating individual and organizational performance results.

### **SECTION 4. POLICY**

- A. In its entirety and application, the performance appraisal process will, to the



maximum extent feasible, be fair, equitable, and related to job performance.

- B. Conduct unrelated to job performance shall not be considered in measuring an employee's performance.
- C. Performance appraisals shall measure actual work performance over the entire rating period in relation to the performance requirements of the positions to which employees are assigned. Regardless of the source(s) of information used for performance appraisal, such information will be collected, used, and maintained in accordance with law and regulation.
- D. Union officials who are granted official time for representational activities will not be penalized in their performance appraisals for such use of official time. Their performance of duties shall be evaluated against assigned elements and performance standards for the time they were available to perform their duties. The use of official time, in accordance with this Agreement, shall not influence an employee's performance evaluation in any way. If an Union Official spends 100% on official time or does not spend a sufficient amount of time in the performance of regular duties during a performance period to be fairly rated against the performance standards, the employee's performance evaluation for the appraisal period will reflect that they were not given a rating for that performance appraisal period. In accordance with [5 C.F.R. 351.504](#), unless otherwise amended, an employee who has not received any rating of record during the 4-year period shall receive credit for performance based on the modal rating for the summary level pattern that applies to the employee's official position of record at the time of the reduction in force. For the purposes of personnel actions where a rating of record is necessary, the last rating of record will be used.
- E. A distribution of ratings which violates Federal law, Government-wide rule, or Government-wide regulation shall not be permitted.

## **SECTION 5. DEFINITIONS**

**Appraisal** is the act or process of evaluating the performance of an employee against the prescribed performance standard(s).

**Appraisal Period** is a one-year period established by the NWS's Performance Management System, during which an employee's performance will normally be reviewed.

**Approving Official** is normally the supervisor who assigns, controls, and is responsible for the work of the rating official, and is usually the rating official's immediate supervisor. However, an official in a higher organizational level than the rating official, in the Management chain may be designated as the approving official, provided this designation does not conflict with any other provisions of this document. The approving official is responsible for approving the final performance rating.

**Critical Element** is a work assignment, responsibility, or result to be achieved that is of such importance that unacceptable performance in that element would result in a determination that the employee's overall performance is Level 1 ([Title 5 USC 4301\(3\)](#)). Each employee must have at least three and no more than five critical elements in his or her performance plan. Non-critical elements are not permitted.

**Interim Rating.** Interim ratings are prepared during the course of a rating period when an employee has spent the minimum appraisal period (120 days) in a covered position and then changes to another position. This may happen more than once during the rating period. These ratings must be completed within 30 days of the change of position and are prepared in the same manner as a summary rating. The interim rating is not a rating of record, but is factored into the final summary level assigned the employee at the end of the rating cycle.

**Minimum Appraisal Period** is the minimum length of time an employee must perform under a performance plan prior to being appraised. The minimum appraisal period is 120 days.

**Opportunity to Demonstrate Acceptable Performance** is a reasonable time period within which an employee, whose performance has been determined to be at Level 1 in one or more critical elements, has an opportunity to demonstrate performance at Level 3.

**Performance** is an employee's accomplishment of assigned work as specified in the critical elements and as measured against standards of the employee's position.

**Performance-Based Actions** based on unacceptable performance are the reduction in grade or removal of an employee based solely on performance at the unacceptable level as per [5 U.S.C. § 4303](#).

**Performance Improvement Plans (PIP)** Is a plan to afford an employee the opportunity to demonstrate an acceptable level of performance. It is developed by the employee's supervisor with specific guidance provided by the servicing human resource office. PIPs are required for employees at any point in the appraisal cycle when performance becomes level 1 in one or more critical elements. If the employee's performance does not improve to an acceptable level during the opportunity period, action will be initiated to reduce in grade, reassign, or remove the employee.

**Performance Levels** – The generic performance standards (GPS) and supplemental performance standards are used to assign an element rating in the Department of Commerce. The summary rating is determined by using the summary derivation method in Section 11 of this Article. Level 3 is performance that meets the acceptable level of performance for the NWS's Five Level Performance Management System.

**Level 5** – This is a level of rare, high-quality performance. The quality and quantity of

the employee's work substantially exceed Level 3 standards and rarely leave room for improvement. The impact of the employee's work is of such significance that organizational objectives were accomplished that otherwise would not have been. The accuracy and thoroughness of the employee's work on this element are exceptionally reliable. Application of technical knowledge and skills goes beyond that expected for the position. The employee significantly improves the work processes and products for which he or she is responsible. Thoughtful adherence to procedures and formats, as well as suggestions for improvement in these areas, increase the employee's usefulness. For additional information regarding Level 5, refer to Appendix B of this Agreement.

**Level 4** – This is a level of unusually good performance. The quantity and quality of work under this element are consistently above average. Work products rarely require even minor revision. Thoroughness and accuracy of work are reliable. The knowledge and skill the employee applies to this element are clearly above average, demonstrating problem-solving skill and insight into work methods and techniques. The employee follows required procedures and supervisory guidance so as to take full advantage of existing systems for accomplishing the organization's objectives. For additional information regarding Level 4, refer to Appendix B of this Agreement.

**Level 3** – This is the level of good, sound performance. The quality and quantity of the employee's work under this element are those of a fully competent employee. The performance represents a level of accomplishment expected of the great majority of employees. The employee's work products fully meet the requirements of the element. Major revisions are rarely necessary; most work requires only minor revisions. Tasks are completed in an accurate, thorough, and timely way. The employee's technical skills and knowledge are applied effectively to specific job tasks. In completing work assignments, he or she adheres to procedures and format requirements and follows necessary instructions from supervisors. For additional information regarding Level 3, refer to Appendix B of this Agreement.

**Level 2** – This level of performance, while demonstrating some positive contributions to the organization, shows notable deficiencies. It is below the level expected for the position, and requires corrective action. The quality, Quantity or timeliness of the employee's work is less than Level 3, jeopardizing attainment of the element's objective. For additional information regarding Level 2, refer to Appendix B of this Agreement.

**Level 1** – The quantity and quality of the employee's work under this element are not adequate for the position. The employee's work products fall short of requirements of the element. They arrive late or often require major revision because they are incomplete or inaccurate in content. The employee fails to apply adequate technical knowledge to complete the work of this element. Either the knowledge applied cannot produce the needed products, or it produces technically inadequate products or results. Lack of adherence to required procedures, instructions, and formats contributes to inadequate work products. For additional information regarding Level 1, refer to Appendix B of this Agreement.

**Performance Management** is the integrated process by which the NWS involves its employees in improving organizational effectiveness in the accomplishment of the NWS mission and strategic goals. Performance Management consists of: performance planning, monitoring employee performance, employee development, evaluating employee performance, and recognition.

**Performance Plans** are the documentation of performance expectations communicated to employees from supervisors. Plans define the critical elements and the performance standards by which an employee's performance will be evaluated.

**Performance Standards** are statements of the expectations or requirements established by Management for a critical element at a particular rating level. Performance standards should be attainable, objective, measurable, realistic, and clearly stated in writing. A performance standard may include, but is not limited to, factors such as quality, quantity, timeliness, and manner of performance.

**Pre-appraisal Meeting** is a meeting, although not mandatory, which may be requested by an employee prior to the formal appraisal meeting with the rating official. During this meeting the employee may: (1) present an assessment of his or her accomplishments during the appraisal period; (2) cover aspects of his or her work of which the rating official may not be aware; and (3) identify what he or she would like to include in the next cycle's performance plan.

**Progress Review** is a formal feedback session at which the rating official and employee discuss: the employee's progress toward meeting the elements in his or her performance plan, the need for any changes to the plan, and any performance deficiencies the supervisor has noted.

**Quality Step Increase** is an increase in the General Schedule employee's rate of basic pay from one step of his or her position to the next higher step of the grade. Only an employee who receives a rating of record at Level 5 is eligible.

**Rating** is the written record of the appraisal of the employee's performance in each critical element and the assignment of a summary rating level.

**Rating Official** is the person responsible for informing the employee of the critical elements of his or her position, establishing performance standards, providing feedback, appraising performance, and recommending the performance rating. Normally, this is the employee's immediate supervisor.

**Rating Period** is a period of time during which the employee's performance is observed for the purpose of assigning a rating of record. The official rating period is one (1) year beginning October 1 and ending September 30. The rating period can be extended for duties that warrant it, when an employee is on a Performance Improvement Plan (PIP), is unratable, or when other special circumstances dictate.

**Rating of Record** is the most current annual performance appraisal rating, the interim rating given by a departing supervisor or to a departing employee when no opportunity to serve the minimum appraisal period (120 days) in the current cycle remains, or a rating rendered following completion of a PIP.

**Required Performance Elements** are performance elements that apply to all employees in an organization.

**Summary Rating** is the overall performance rating for the most recent performance year. This rating is established by combining the individual ratings on each element to arrive at an overall evaluation of an employee's performance for an appraisal period.

**Within-Grade Increase (WGI)** a periodic increase in an employee's rate of basic pay from one step of the grade of his or her position to the next step of that grade.

## **SECTION 6. RESPONSIBILITIES**

**Employees** are responsible to:

Participate with supervisors in developing performance plans;

Perform duties and responsibilities in accordance with performance plans and position descriptions;

Document accomplishments against performance standards for both the progress review(s) and the final appraisals;

Participate in a scheduled progress review and request additional review(s), as necessary;

Schedule a pre-appraisal meeting with the rating official, if desired;

Participate in the appraisal process with the rating official;

Sign and date performance plans, performance appraisals, and ratings to acknowledge receipt;

Prepare written comments if desired; and

Personally identify and request developmental opportunities/ training to enhance performance.

**Rating Officials** are responsible to:

Inform employees of the NWS's mission and organizational strategic goals, plans, and activities of the work unit, and inform employees of their related duties and

responsibilities;

Encourage employee participation in developing performance plans;

Provide employees with written performance plans which identify the critical elements and performance standards related to their specific duties, responsibilities, and expected levels of performance;

Engage in dialogue with employees to ensure performance plan requirements are being met;

Conduct and document at least one formal progress review around the midpoint of the appraisal period and provide written feedback to employees, as appropriate;

Modify performance plans, as necessary;

Participate in the pre-appraisal meeting, if one is requested by the employee;

Complete appraisals which include determining and evaluating employees' actual performance;

Confer with approving officials about their employee's performance and obtain approval on the ratings they plan to assign their employees;

Obtain approving official's approval before discussing ratings with employees;

Document instances of unacceptable performance such as missed deadlines or poor quality work products;

Discuss the approved final appraisal with employees;

Sign and date performance plans, performance appraisals, and ratings;

Provide employees with a copy of the rating of record at the end of the appraisal cycle;

Recommend personnel actions (including awards), performance-based actions, and/or training based on employee performance in relation to performance standards; and

Submit the ratings assigned to each employee within a timely manner, to be processed.

**Approving Officials:**

Review critical elements and standards to ensure consistency with organizational strategic goals and plans;

Review, approve, sign, and date performance plans prepared by rating officials;

Review final ratings to ensure that evaluation criteria are objective and job-related, and that actual accomplishments or deficiencies identified by the rating official support the rating including documenting reasons for changing ratings, review and respond in writing to the employees' comments on their rating;

Approve, sign, and date final summary ratings; and

Approve or recommend performance-related personnel actions including awards.

### **SECTION 7. USE OF THE PROCESS**

The performance management process involves:

Performance planning;

Monitoring employee performance;

Employee development; and

Evaluating employee performance.

### **SECTION 8. Performance Planning**

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. The performance appraisal process involves three (3) distinct stages: performance planning, progress review, and appraisal. Each stage of the NWS's program provides a point at which rating officials and employees shall meet to discuss performance objectives, assessment towards these objectives, and developmental opportunities to enhance performance. Furthermore, the NWS encourages continuous communication throughout the process, from development of the plan, through the progress reviews, and ending with the final appraisal. Employees will receive a copy of their annual performance appraisal.

Approximately four (4) weeks before the start of the appraisal period, rating officials (supervisors) and employees should begin developing written performance plans for the next appraisal period. The process should involve both the supervisor and employee. Performance plans must be recorded on a CD-430, Performance Management Record. Performance plans must be completed and signed by the rating official, approving official, and employee within sixty (60) days of the beginning of the appraisal period. When an employee is assigned to a position or changes positions after the start of the annual appraisal cycle, a plan must be established and approved within sixty (60) days of the effective date of the appointment to the new position.

When an employee is detailed or temporarily assigned to a position within the NWS and is expected to serve in the position for 120 days or longer, an approved performance plan must be established and approved within thirty (30) days from the beginning of a detail or temporary assigned. A copy of the performance plan and performance review

will be given to the employee. At the end of the 120-day temporary detail or temporary assignment, the Supervisor, or management designee of the detail shall provide a performance review. That performance review shall be included in the determination of the final performance appraisal.

When a unit employee is on detail or temporary assignment 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.

Expectations of employee performance are established through the critical elements and standards contained in employee performance plans. Critical elements tell employees what they have to do, and standards tell them how well they have to do it. Developing elements and standards that are understandable, measurable, attainable, and fair is vital to the effectiveness of the performance management process.

Critical Elements in a Performance Plan Must:

Be aligned with organizational goals and objectives;

Be the cornerstone of individual accountability in employee performance management;

Be a major component of work;

Describe work assignments and responsibilities that are within the employee's control to accomplish; and

Be weighted at no less than 15 percent (15%).

Critical elements may not describe a group's performance.

**Weighting of Critical Elements.** All critical elements within an employee's performance plan must be weighted in order to indicate the relative importance of each critical element within the employee's scope of responsibilities. These weights should not be assigned based on the percentage of time an employee spends working on that element. Rather, the weight for each element should reflect the significance of that task/program/project within the framework of the NWS's organizational goals. The total weight for all critical elements must equal 100 percent (100%) with no element weighted less than 15 percent (15%).

### **Mandatory Critical Elements**

Department policy may require mandatory critical elements to be included, for example: Customer Service, Property Management, Government Purchase Card Holder Responsibilities, etc.



### **Handling Performance Plan Disputes**

If a rating official and employee disagree on the contents of the performance plan, the rating official and employee should attempt to resolve the disagreement informally. However, the approving official must make the final decision regarding the contents of the plan. If the employee refuses to sign the plan, the rating official should annotate the plan to indicate that it was discussed with the employee, the employee received a copy, and the employee refused to sign. The employee's refusal to sign does not preclude the plan's implementation or the employee's obligation to perform under it.

The contents of the performance plan may not be grieved.

### **SECTION 9. Monitoring Employee Performance**

In an effective organization, assignments and projects are monitored continually. Monitoring means consistently measuring performance and providing ongoing feedback to employees and work groups on their progress toward reaching their goals.

#### **Progress Review**

At a minimum, rating officials must conduct one formal progress review with each of their employees at approximately the midpoint of the appraisal period. Employees may also request (or supervisors may schedule) additional progress reviews.

#### **Employee Responsibilities**

Prior to the progress review meeting with his or her rating official, the employee is strongly encouraged to submit written documentation, to his or her rating official, of his or her accomplishments since the last formal performance meeting.

#### **Discussion**

At each progress review, the following occurs:

A discussion about the employee's progress toward meeting elements included in his or her performance plan and how that progress is measured against the achievement of the organizational goals;

The identification of any performance deficiencies and recommendations on how to improve;

A review of the plan to determine the need for changes in the plan based on changes in responsibilities;

A discussion of the developmental/training goals or objectives; and

The rating official documents any changes to the original performance plan, signs and dates the revision, and provides a copy of the revised plan to the employee.

Both the supervisor and employee should date and initial the performance plan to indicate the progress review took place.

Any time an employee's performance on one or more critical elements falls below Level 3, a progress review must be initiated by the rating official.

A Level 1 rating requires a written Performance Improvement Plan (PIP). In such a case, the rating official must discuss the instances of deficient performance and outline in writing what is required of the employee to bring his or her performance to Level 3.

A Level 2 rating does not require a PIP. However, the rating official will develop a written plan to assist the employee in improving performance to Level 3. An employee who receives a Level 2 in one (1) or more critical element in their summary rating, shall have one year within which to demonstrate and maintain a performance level of 3 or higher. Failure to improve performance to a Level 3 or higher within that year will result in a rating of unacceptable performance.

### **SECTION 10. Employee Development**

In an effective organization, employee developmental needs are evaluated and addressed. Development, in this instance, means increasing the capacity to perform through training, giving assignments that introduce new skills or higher levels of responsibility, improving work processes, or other methods.

Providing employees with training and developmental opportunities encourages good performance, strengthens job-related skills and competencies, and helps employees keep up with changes in the workplace, such as the introduction of new technology.

Carrying out the processes of performance management provides an excellent opportunity to identify developmental needs. During planning and monitoring of work, when deficiencies in performance become known to an employee's Supervisor, they will be addressed with the employee as soon as possible usually within fifteen (15) days, but in no case more than thirty (30) days from when they became known to the Supervisor. Areas for improving good performance also stand out, and action can be taken to help successful employees improve even further.

### **SECTION 11. Evaluating Employee Performance**

Approximately thirty (30) days before the end of the performance appraisal cycle, rating officials and employees should begin to prepare for the appraisal process. Rating officials may ask employees to submit written documentation of accomplishments. An employee who is ratable as of the end of the rating cycle (September 30) must receive an annual performance summary rating.

An employee is ratable if:

He or she occupies a covered position on the last day of the performance cycle; and

He or she worked at least 120 days in one or more covered positions during the appraisal cycle.

An employee is unratable if one of the following applies:

The employee did not work at least 120 days in one or more covered positions during the rating cycle; however, Management may determine to extend the rating period beyond the end of the rating cycle to allow for a rating to be given.

The employee has been placed on a Performance Improvement Plan (PIP) because the rating official has determined that the employee's performance is at Level 1 on one or more critical elements. A PIP is only required when an employee's performance is at Level 1. The rating period may be extended for the duration of the PIP, and the employee will be rated upon completion of the PIP.

The employee has served for the entire rating cycle on detail to another agency, on an approved federally-sponsored program or long-term training, and an appraisal of performance cannot be obtained despite reasonable efforts, the employee must be considered unratable.

Approved absences creditable under [5 CFR 531.406](#) (LWOP, Military Service, etc.)

Performance appraisal discussions are conducted in two stages. The rating official is required to conduct a 1) pre-appraisal meeting only if the employee requests one and 2) performance appraisal meeting with each employee.

### **Pre-appraisal Meeting**

The purpose of the pre-appraisal meeting is to provide the employee an opportunity to meet with the rating official prior to the formal appraisal meeting. At the pre-appraisal meeting the employee may:

Present an assessment of his or her performance achieved during the appraisal cycle;

Inform the rating official of aspects of his or her work of which the rating official may not be aware; and

Identify objectives he or she would like to include in the performance plan for the next appraisal period.

During the pre-appraisal meeting, the rating official clarifies his or her understanding of the employee's performance, and discusses the employee's accomplishments. The rating official may not discuss overall scores, ratings, or awards.

### **Performance Appraisal Meeting**

Following approval of the performance summary ratings by the approving official, the rating official is responsible for conducting a performance appraisal meeting to present the final rating to the employee. Both the rating official and the employee will sign the final performance rating.

If the employee refuses to sign, the rating official should note this in the employee signature block of the summary rating. Refusal to sign does not render the rating invalid.

### **Written Documentation Requirements**

Rating officials must provide either an overall narrative justification of the summary rating or a written justification for each element rating. They must do one or the other, and may do both.

A written justification is required for any element rated below Level 3.

Signature by the approving official places both the performance plan and summary rating in effect. A copy of the summary rating must be given to the employee.

If the employee disagrees with the rating, he/she may comment in writing to the approving official, normally within five (5) working days of receipt of the rating. Approving officials will respond in writing to the employee's comments within ten (10) working days.

### **Ratings of Record**

The following summary performance ratings constitute a rating of record:

The annual performance appraisal rating as discussed above;

An interim rating given by a departing supervisor or to a departing employee when no opportunity to serve the minimum appraisal period (120 days) in the current cycle remains; or

A rating rendered following completion of a PIP.

### **Summary Rating Derivation**

To derive a final, or summary, performance rating at the end of the appraisal cycle, each critical element must be assessed against the performance standards established at the beginning of the cycle or as modified and documented during a progress review. Each element is evaluated and translated into a score using the following scale:

Level 5 (the highest level of performance) = 5 points

Level 4 = 4 points

Level 3 = 3 points

Level 2 = 2 points

Level 1 (unacceptable performance) = 1 point

After each critical element has been rated, multiply the score for each element by the weight assigned to it. No fractional scores or weights may be used.

Example:

Critical Element 1 is 30% of plan Rated at Level 4  $30 \times 4 = 120$  points

Critical Element 2 is 30% of plan Rated at Level 3  $30 \times 3 = 90$  points

Critical Element 3 is 20% of plan Rated at Level 5  $20 \times 5 = 100$  points

Critical Element 4 is 20% of plan Rated at Level 4  $20 \times 4 = 80$  points

TOTAL	390 points
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Total the individual scores to determine the overall score. In the example above, the sum of  $120 + 90 + 100 + 80 = 390$ .

Using the ranges below, determine what range the overall score (example 390) falls within. Overall Score Summary Rating:

470 – 500 points Level 5

380 – 469 points Level 4

290 – 379 points Level 3

200 – 289 points Level 2

100 – 199 points Level 1

This becomes the employee's summary rating for that performance appraisal cycle. In the example cited, the final summary rating would be a Level 4 since the score of 390 falls within the range for Level 4.

Note: If one critical element is rated Level 1, the summary rating must be Level 1.

## **SECTION 12. PERFORMANCE IMPROVEMENT PLAN (PIP)**

### **Level 1 - Unacceptable Performance**

If at any time during the performance cycle an employee's performance becomes Level 1 in one or more critical elements, the rating official will document the specific performance deficiencies on the performance plan and afford the employee an opportunity to demonstrate acceptable performance at Level 3. This is done in the form of a Performance Improvement Plan (PIP).

### **PIP Requirements**

Description of the critical element in which performance is deficient and specific instances of Level 1 performance:

the critical element(s) of the employee's plan for which performance is unacceptable;

why the employee's performance does not demonstrate acceptable performance;

the action(s) that must be taken by the employee to improve performance to Level 3;

the assistance, if any, that will be provided by Management; and,

a statement that a performance-based action (i.e., reassignment, reduction in grade, or removal) may be taken if the employee does not improve performance to Level 3.

As part of this notification, the employee shall be given reasonable time to improve to Level 3 and must sustain that level of performance for one year from successful completion of the requirements of the PIP. 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 thirty (30) day period will generally be 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 year from successful completion of the requirements of the PIP;

the PIP 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 PIP period is not discipline. Remedial training will be tailored to correct or improve a bargaining unit 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.

### **SECTION 13. PERFORMANCE BASED ACTIONS - PROPOSAL**

When Management proposes to reduce in grade or remove an employee based on unacceptable performance, the employee 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 the critical elements of the employee's performance plan for which performance is unacceptable;

identifies specific instances of unacceptable performance by the employee on which the proposed action is based;

states that the employee may review the material relied upon in proposing the action. The notice will provide a copy of such material;

states that 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;

states the employee may ask for an extension to submit a reply;

informs the employee that the action will be taken no earlier than thirty (30) days from the date the proposed letter was served on the employee; and

informs the employee of their right to be represented by NWSEO or by another representative.

#### **SECTION 14. TIME TO PREPARE AN ANSWER**

Management shall give the employee up to eight (8) hours of duty 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.

#### **SECTION 15. FINAL DECISION**

After the reply period has expired and prior to the effective date of the action, 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 decision under the negotiated grievance procedure. 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 16. With-in Grade Increases**

Employees will receive with-in grade increases when eligible if their performance is at an acceptable level of competence upon meeting the following three (3) requirements established by law:

The employee's performance must be at an acceptable level of competence, as defined in this subpart. To be determined at an acceptable level of competence, the employee's most recent rating of record (as defined in this Article) shall be at least Level 3 ("Fully Successful" or equivalent).

When a within-grade increase decision is not consistent with the employee's most recent rating of record a more current rating of record must be prepared.

The rating of record used as the basis for an acceptable level of competence determination for a within- grade increase must have been assigned no earlier than the most recently completed appraisal period.

The employee must have completed the required waiting period for advancement to the next higher step of the grade of his or her position.

The employee must not have received an equivalent increase during the waiting period.

**SECTION 17.** A matter pertaining to this Article which is not covered by this Agreement and which is subject to bargaining will be bargained in accordance with Article 9 (mid-term bargaining) of this Agreement.



**ARTICLE 14**  
**Merit Assignment and Placement Plan**

**SECTION 1. PURPOSE AND COVERAGE**

- A. This article establishes the Merit Assignment Program (MAP) for the National Weather Service (NWS). The MAP is applicable to bargaining unit positions only in the competitive service area unless otherwise stated. All actions covered by this Article are governed by the procedures of the Department of Commerce Merit Assignment Program Plan of March 1989 as revised June 1996. Applicable personnel placement actions will be taken consistent with the NOAA Merit Assignment Plan (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 bargaining unit 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 120 days or assignment to a detail of more than 120 days to a higher-grade position or to a position with known promotion potential within the bargaining unit. All prior service in a temporary promotion or detail to higher grade position during the twelve (12) month period immediately preceding the current action is counted toward the 120-day limitation; and
  5. training required for promotion to a bargaining unit position unless the training is available to all qualified bargaining unit employees.

**SECTION 2. DEFINITIONS**

- A. **Applicants:** Bargaining unit employees who express interest through proper written application in accordance with the requirements of the vacancy or training announcement within the bargaining unit.
- 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 bargaining unit 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 bargaining unit 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 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. **Merit Assignment Program (Selection) Certificate:** The form used for submitting the names of qualified candidates to the selecting official for consideration.
- I. **Merit Program Vacancy Announcement:** A form used to publicize current or anticipated vacancies.
- J. **Non-status Applicants:** Applicants who respond to bargaining unit vacancy announcements who do not appear to have a current notice of eligibility from the Office of Personnel Management and do not appear to be eligible for transfer or reinstatement.
- K. **Promotion:** The change of an employee to a higher grade 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 ungraded wage schedule or in different pay-method categories.
- L. **Position with Known Promotion Potential:** A bargaining unit 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 Department of Commerce.
- 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:** A 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**

Bargaining Unit 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 [Inter-governmental Personnel Act](#), military duty or assignment with statutory reemployment rights) of the types of vacancies in the bargaining unit 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.
- 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 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 the Office of Personnel Management 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 Office of Personnel Management-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 120 Days or Less.** A series of such assignments each of which is less than 120 days, but cumulatively do not exceed 120 days in the preceding 12 months, may be made.
- G. Lateral assignments to bargaining unit 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 merit process.
- J. The filling of vacancies subject to the Priority Placement Program shall take precedence over any procedures of the Merit Assignment Program.

## **SECTION 5. CERTIFICATION**

- A.
  - 1. A maximum of ten names to be considered for promotion may be referred for a vacancy. One additional name may be added for each additional vacancy to be filled from the same certificate.
  - 2. Where a rating and ranking process does not produce a minimum of three best qualified applicants, the selecting official has the option of requesting inclusion of the “qualified” applicants within the maximum of ten indicated above.
  - 3. 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.
  - 4. 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. NWSEO 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 NWSEO members from which one will be selected to serve on an individual Rating board. These NWSEO 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 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 Merit Assignment Program 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 bargaining unit 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.** This article covers bargaining unit 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 Collective Bargaining Agreement, 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 bargaining unit employees. All actions covered by this Article shall conform to Federal, Department of Commerce, and NOAA laws and regulations. In accordance with law and regulation, Management will give notice to NWSEO of the possibility of a RIF, prior to final decisions.

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

- A. Retention registers as developed;
- B. Records applicable to individual actions;
- C. Staffing authorizations; and
- D. Directives requiring official reduction-in-force, 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 Assistant Administrator for Weather Services 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, Section 2 of this Agreement.

**SECTION 3.** Bargaining unit employees affected by a RIF have the right to inspect RIF records that pertain to their individual actions, in so far 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 ## of this Agreement, NWSEO 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 60 days before the effective date of action. An



informational package listing employee's 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 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's 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**

Temporary promotions and details shall be addressed pursuant to [OPM guidelines](#).

## **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 (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 does 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 programs objectives (if stated); and,
- C. the short and long-range occupational and program needs of the NWS.

**SECTION 2.** The [National Weather Service Office of the Chief Learning Officer \(OCLO\)](#), 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.** Management and the Union recognize the importance of training activities to furthering the NWS's 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 lead, 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 [CLC](#), will be paid for by Management.

Management agrees to give due consideration to Union recommendations concerning

training for bargaining unit employees in the development of NWS training plans, policies, and procedures.

The Individual Development Plan (IDP) shall follow the purpose set forth in the [National Weather Serviced Instruction 20-105](#) June 2, 2016 as may be amended subject to the rights of NWSEO 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 office/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 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 will 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](#)), 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 the travel article of this Agreement and appropriate regulations.

**SECTION 9.** A matter pertaining to this Article which is not covered by this Agreement and which is subject to bargaining will be bargained in accordance with Article 9 (mid-term bargaining) of this Agreement.

## **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 (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 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](#). Management agrees to provide copies of such plans.

### **SECTION 3.**

- A. A unit 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, 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 equal employment opportunity complaint or a grievance which alleges discrimination shall be free from coercion, interference, or reprisal.
- B. Management is obligated to notify NWSEO of any meeting requested by or initiated by the [DOC Office of Civil Rights](#), or [NOAA Office of Human Capital Services](#) or [NOAA Office Inclusion and Civil Rights](#) where such meeting is a formal meeting.

**SECTION 4.** The names, addresses, and phone numbers of all EEO counselors who are authorized to accept informal EEO complaints from bargaining unit employees will be conspicuously posted in each office where bargaining unit 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 5.** To ensure the safety and health of disabled employees, Management will make facilities accessible to the disabled employee 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 bargaining unit 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 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 successor system, of their use or lose 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 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

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 successor program, as expeditiously as possible and in any event within fourteen (14) calendar days.

- C. Peak 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 peak period. 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 must 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 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 unit 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.

- E. 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).
- F. 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 equivalent electronic system. In the event that WebTA is not available to an employee, the employee may request leave using e-mail or make an oral request, or a combination of these methods. Approval of leave requests will be made through WebTA. If WebTA is not available, approval will be granted orally or by e-mail. Employees are required to enter the oral or email request into WebTA as soon as possible after the WebTA 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 dental, optical examination;



4. arranges for or attends the funeral of a family member (104-hour annual maximum full-time employee);
  5. Provides care for a family member with a serious health condition (480-hour annual maximum for full-time employee);
  6. 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
  7. 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 met 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 suspects leave abuse, or time and attendance issues or similar conduct issues, detailed medical documentation may be required for the use of sick leave for any length of time. Such detailed medical documentation may include how the condition affects the employee; the employee's ability to perform his or her job and a prognosis if known.
- L. 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 the Management's request.
- M. It is not NWS's 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—for example, every six (6) months, rather than for every sick leave request.
- N. 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), the 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
  3. It be disclosed pursuant to a proper request in an administrative or judicial proceeding.
- O. **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.

- P. **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. 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 LWOP for [FMLA](#) leave, or to use only one 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 CFR Pt. 630, Subpart L](#) as may be amended.

Domestic Violence, Sexual Assault and Stalking. Consistent with United States [Office of Personnel Management "Guidance for Agency-Specific Domestic Violence, Sexual Assault, and Stalking Policies"](#) an eligible employee is entitled to up to 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 WORKSTATION**

- A. Employees must request permission from their supervisor if they will be absent from their workstation for a period in excess of ten minutes. Long or frequent absences from the workstation 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 personnel 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 (example: 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 NWS official is delegated responsibility to make determinations for all facilities in the area. In the Washington, DC metropolitan area, the [U.S. Office of Personnel Management](#) 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-if appropriate, or whether to allow weather and safety leave.

- D. 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 administrative leave status.
- E. 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 Article 19 (Leave).
- F. 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.
- G. 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 U.S.C. 6323](#). Military leave will be granted in accordance with applicable laws ([5 U.S.C. 6323](#)) and regulations.

An employee contemplating the use of military leave will advise the Employer 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.

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. AWOL**

AWOL. An absence without leave (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**

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 half or more of an employee's shift must fall within the designated calendar day

that early dismissal was granted.

**SECTION 16. Credit Hours**

Credit hours are base (non-overtime) hours which an employee on a flexible work schedule 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 flexible work schedules and may not be earned by employees on compressed work schedules since a compressed work schedule is a fixed schedule. No more than 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 the NWS/NOAA. 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 Veterans Leave for the purposes of undergoing medical treatment for such disability. The employee will have a single, continuous 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**

**Leave Abuse.** When an employee appears 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. 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.

**SECTION 19.** A matter pertaining to this Article which is not covered by this Agreement and which is subject to bargaining will be bargained in accordance with Article 9 (mid-term bargaining) of this Agreement.



## ARTICLE 20 Work Schedules of Rotating Shift Workers

### **SECTION 1.** Applicability

This Article governs the scheduling of work for those employees in the bargaining unit 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 8 hours per day, 5 days a week work schedule, or a compressed work schedule (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 rotating shift worker is a bargaining unit 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 5 days per week or 12 or more hours per day.
- B. **Administrative Workweek:** The administrative workweek is the period of 7 consecutive calendar days from Sunday through Saturday.
- C. **Basic Workweek:** A basic workweek is the period of 40 hours in an administrative work week established as the tour of duty, for a rotating shift worker during that week. For employees on a Compressed Work Schedule (CWS), the basic workweek is the actual hours that are scheduled in the administrative workweek. CWS’s must meet the regulatory requirement for 80 hours of work scheduled in a pay period in less than 10 workdays. Individual CWS workweeks may be greater or less than 40 hours to facilitate the compression of the schedule into less than 10 workdays.
- D. **Office/Unit:** An office/unit is 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 Code of Federal Regulations.
- F. **Shift:** A shift is a tour of duty on a particular day. Normally, a shift assigned to a

rotating shift worker consists of a minimum of 8 consecutive hours.

- G. **Scheduler:** A scheduler is the supervisor or his authorized designee who prepares for an office/unit the work schedules described in this Article.
- H. **Night work:** Night work is that work performed by a rotating shift worker between 6 p.m. and 6 a.m. which entitles him/her to Night Pay under [Part 550 of Title 5 of the Code of Federal Regulations](#).
- 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 bargaining unit employees in an office/unit.
- J. **Leave Planning Schedule:** A six month depiction of the rotational cycle used to assist employees in scheduling their leave.
- K. **Scheduled Overtime:** Authorized work, in addition to the Basic Work Week, which is part of the fixed schedule.
- L. **Un-Scheduled Overtime:** Authorized work, in addition to the Basic Work Week, which is not part of the fixed schedule.

### **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. Proposals on changing the rotational cycle will be considered by the Local Office Team (LOT) according to Article 8. 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.
  - 2. A rotational cycle may contain single days off, or more than 2 consecutive days off, as approved by the LOT.
  - 3. Scheduled overtime will be assigned in an equitable manner among qualified members of the bargaining unit at each office/unit to the extent practicable over the course of a two-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 years, and shall make them available to the local steward, or vice steward, upon request.

4. The occurrence of Holidays may not affect the designation of an employee's basic workweek. However, an employee may be placed on holiday leave provided that no other bargaining unit 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 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 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 30 calendar days of the effective date of this agreement, management will prepare a 12 month leave planning schedule which will be updated as follows:

By March 15 of each year, management shall prepare a 6 month leave planning schedule for the following September through March time period. By September 15 of each year, management shall prepare a 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 accomplish the mission. Management will revise the plan based on the most efficient, cost effective accomplishment of the agency's mission. The information contained in the plan shall be posted for the use of bargaining unit 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 U.S.C. 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-work days, 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 2 hour period shall be entitled to 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 15 minutes of overtime. The employee must actually work a minimum of 8 minutes to be eligible for each 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 15 minutes of overtime. The employee's time spent in the briefing(s) must be at least 10 minutes to be eligible for each 15-minute block of overtime pay.

- E. When changing to daylight savings time, employees shall be scheduled to work at least 8 hours. Annual or compensatory leave may be requested by those employees who wish to leave one 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 the 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.

**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 hours without overtime compensation, as per Section 3.B.3.

2. A Bargaining Unit employee on overtime on a voluntary basis.
  3. A non-Bargaining Unit employee, if available.
  4. A Bargaining Unit 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 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 8 hour shift schedule rotation and wishes to swap with employee B who is on a 10 hour shift schedule, employee A's new shift may not exceed 8 hours, and employee B's new shift must be at least 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. Bargaining Unit Employee As Scheduler**

- A. When authorized by the appropriate supervisor, a bargaining unit employee may function as a scheduler for the purposes of this Article. The fact that such employee prepares work schedules for other employees shall not, by itself, affect that employee's status as a member of the bargaining unit.
- B. Whenever a scheduler is a bargaining unit 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 bargaining unit employee.

#### **SECTION 12. Compressed Work Schedules (CWS)**

- A. Changes to the CWSs currently in use at any field office may only be changed through use of the provisions of Article 8 of this Agreement.
- B. Subject to the provisions of applicable law and regulations, and DAO 202-610, and in recognition of the need to increase the awareness of family needs and to encourage increased diversity, Management and the NWSEO agree to establish and implement trial CWSs at WFOs, RFCs, CWSUs, and other operational elements with rotational shift operations. All CWSs established through this Article are subject to review and approval of the Assistant Administrator for Weather Services or his/her designee.
- C. CWSs for rotating shift workers allowed in field offices under this agreement must be consistent with the work requirements of the NWS. Proposed CWSs will be considered by the LOT in accordance with Article 8.
- D. Any approved, and successfully tested Compressed Work Schedule may be used at other offices with the same staffing profile. For example, a 5 person Senior Forecaster CWS may be adopted for use at other offices with a 5 person Senior Forecaster staff.
- E. 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 flexible work schedules.

#### **SECTION 13. Incident Meteorologists (IMET)**

- 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 offices schedule shall be used for determining an IMET's time and

attendance 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) Staff Meteorologist 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 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 [DOC Premium Pay Manual](#).



## ARTICLE 21

### Work Schedules for Employees Who 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** is a work schedule prepared pursuant to the terms of [Federal Employee Flexible and Compressed Work Schedule 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 Alternate Work Schedule (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:** Credit hours are 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. **Fixed tour of duty worker** is a bargaining unit 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 administrative workweek to another.

- G. **Office/Unit:** An entity located in one place with a specific mission, with homogeneous procedures or technology, and headed by a supervisor or manager authorized to approve time and attendance 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 work week, which is scheduled prior to the start of the administrative work week. Night differential pay is authorized for scheduled overtime between the hours of 6PM to 6AM.
- 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 Compressed Work Schedule (CWS), i.e. within a pay period of 10 workdays, including 8 nine-hour days, 1 eight-hour day and 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 5 workdays, including 4 ten-hour days and 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 10 workdays, including 6 twelve-hour days and 1 eight-hour day and 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 1 of each year, Management shall prepare a six (6) month planning schedule covering October 1 of that year through March 31 of the following year. By October 1 of each year, Management shall prepare a six (6) month planning schedule covering April 1 of the following year through September 30 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 1 and April 1.
- 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 the affected employee.

- 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 accomplish the mission. The information contained in the planning schedule shall be posted for the use of bargaining unit 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 one of his/her scheduled non-work days, 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 email) 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 bargaining unit in each office to the extent practicable over the course of a two (2) year period using the following method:

1. A bargaining unit employee on overtime on a voluntary basis.
2. A non-bargaining unit employee, if available.
3. A bargaining unit 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 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 staff meetings may choose and will receive compensatory time or overtime pay if otherwise not on duty status.

### **SECTION 8. Alternative Work Schedule (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 the Federal Statutes or Government-wide Regulations. In consideration of a proposed AWS, Management will meet its contractual obligations.

- A. **Flexible Work Schedule:** Under [5 USC 6122](#), a flexible work schedule may include core hours and days when an employee must be present for work. A flexible work schedule 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 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.

Core hours will be determined by the LOT. The LOT may establish different core hours for each day consistent with assuring service to the public. The LOT may also establish flexible time bands outside of the time bands for arrival/departure for the purpose of earning credit hours.

A unit may choose through their NWSEO representative to participate in any AWS currently worked in a NWS office or in the alternative one of the following work schedules:

1. **Maxiflex Schedule** - Contains core hours on fewer than 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 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 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 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 midday (during the lunch break). A full-time employee has a basic work requirement of 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 midday (during the lunch break). A

full-time employee has a basic work requirement of 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 8 hours a day and 40 hours each workweek but the employee may vary arrival and departure time on each of the 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 midday (during the lunch break). A gliding schedule may provide for credit hours.
5. **Flexitour** - Requires the employee to work 8 hours a day and 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.

- B. Compressed Work Schedule: Under [5 USC 6121\(5\)](#), a compressed work schedule 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\(d\)](#).

Compressed work schedules are always fixed schedules. However, it should be noted that some forms of flexible work schedules allow work to be compressed in fewer than ten (10) workdays in a biweekly pay period.

1. The Employer 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 compressed work schedule. 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 the efficiency of service.
2. 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 30 minutes at the time of their choosing.
3. The LOT agreement establishing the CWS will determine the number of employees who may have the same non-workday based on work

requirements.

4. Management will designate an "in lieu of" days for any holiday.
5. 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.
6. Employees within the same office/unit utilizing the CWS option may exchange days off only with supervisory approval.
7. 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.
8. Employees may be restricted from participating in 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.

**SECTION 9.** A matter pertaining to this Article which is not covered by this Agreement and which is subject to bargaining will be bargained in accordance with the mid-term bargaining article of this Agreement.

## **ARTICLE 22**

### **Facilities**

**SECTION 1.** NWSEO may request space for the purpose of local meetings and it shall be provided, when available, at no cost to NWSEO, unless additional costs are incurred by NWS. Such additional cost will be charged to NWSEO. Facilities will not be provided if they interfere with operations. Employees who attend these meetings must be in a non-duty status.

Should NWSEO wish to conduct a media interview on government property, it must first receive permission from the Assistant Administrator or designee.

**SECTION 2.** When a NWSEO representative is performing representational duties under this Agreement, for which they need meeting space, the NWSEO 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.** 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 a 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.

These visits fall within general representational duties or may occur when the union official is in the facility for another reason. Additional official time will generally not be needed, but if it is, it would be requested from the union official's duty station supervisor.

**SECTION 4.** 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, personal tablets/laptops/cell phones may be permitted in designated non-operational areas. Subject to compliance with law, rule, regulation, leases and approval of the manager in charge at each location, which approval may be withdrawn, personal tablets/laptops/cell phones may be permitted in operational areas.

**SECTION 5.** 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 of this Agreement.

**SECTION 6.** When any facility is constructed or acquired by the National Weather Service, the NWS may, at its discretion, determine whether or not to conduct a feasibility study for the purpose of establishing an on-site child/elder/family care facility.



**SECTION 7.** At existing National Weather Service facilities, the NWS may, at its discretion, determine whether or not to conduct a feasibility study for the purpose of establishing an on-site child/elder/family care facility.

**SECTION 8.** The NWS will not discriminate related to parking against Bargaining Unit 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 National Center for Weather and Climate Prediction (NCWPC), will, when necessary, be conducted in accordance with Article 9 (Mid-Term Bargaining) of this Agreement.

**SECTION 9.** At each National Weather Service 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 9 (Mid-Term Bargaining) of this Agreement.

**SECTION 10.** At facilities owned by the National Weather Service, NWS shall maintain, or for leased facilities require the landlord to maintain clean, adequately stocked, handicapped accessible, restrooms at all Agency owned or leased facilities.

**SECTION 11.** At all facilities owned or leased by the NWS, the NWS will require that the facilities are properly maintained and have adequate and accessible stock of cleaning and sanitary supplies.

**SECTION 12.** When NWS determines that Pre-Decisional Involvement with NWSEO may will bring tangible benefits to the National Weather Service, NWS will, in accordance with Article 8 of this Collective Bargaining Agreement, engage NWSEO prior to the request for the approval of funding to build a new NWS facility, or consolidate/combine functions at a location, or expand and/or remodel an existing facility.

**SECTION 13.** Workstations in National Weather Service owned or leased facilities will be allocated based on what NWS determines an employee needs to perform the function of the individual's job efficiently, regardless of pay grade.

**SECTION 14.** In any National Weather Service owned or leased facility, where health facilities are not available on the premises, NWS will provide and maintain first aid kits of the kind as required by then applicable law, rule, regulation.

**SECTION 15.** In all National Weather Service owned or leased facilities, discussions regarding providing an exercise area with exercise equipment will be conducted in accordance with Article 9 (Mid-Term Bargaining) of this Agreement.

**SECTION 16.** All National Weather Service owned or leased facilities must be in compliance with the [ADA](#), or other applicable law, for the access of and use by

employees with disabilities.

**SECTION 17.** In accordance with applicable law, rules and regulations, the National Weather Service will ensure that every NWS occupied facility will have required access to emergency defibrillator equipment.

**SECTION 18.** 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 19.** 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 20.** Management shall make 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 representative.

**SECTION 21.** The provisions of the MOU executed by authorized representatives of National Weather Service (NWS) and the National Weather Service Employees Organization (NWSEO) 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 22.** Subject to the request and approval requirements of this Collective Bargaining Agreement related to NWSEO use of Agency Facilities and Official Time, the Union's general membership meetings are permitted on site on an as needed basis. The Agency agrees to provide the Union meeting space for its general membership meetings. The Agency will provide tele- and video-conferencing capabilities for offices with geographically dispersed members. The Parties agree that confidentiality during membership meetings will be maintained to the fullest extent practicable.

**SECTION 23.** The National Weather Service will determine whether or not to have on-site safe rooms at locations which may experience a tropical cyclone or tornado.

**SECTION 24.** At any facility owned or leased by the National Weather Service, where there is an increase in the number of billets assigned to that facility, the NWS will determine the extent, if any, that it must expand the facility square footage and how much per additional billet.

**SECTION 25.** The National Weather Service will determine the security measures it shall put in place at National Weather Service owned or leased facilities. Negotiations which are required to be conducted regarding NWS's determination shall be conducted

in accordance with Article 9 (Mid-Term Bargaining) of this Agreement.

**SECTION 26.** Changes in working conditions of Bargaining Unit Employees will be conducted in accordance with Article 9 (Mid-Term Bargaining) of this Agreement.

**SECTION 27.** Where not otherwise provided, 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.

**SECTION 28.** Facilities issues not covered-by this Article are subject to bargaining when required, to be conducted in accordance with Article 9, the Mid-Term Bargaining Article of this Agreement.

**SECTION 29.** A matter pertaining to this Article which is not covered by this Agreement and which is subject to bargaining will be bargained in accordance with Article 9 (mid-term bargaining) of this Agreement.

## **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 CBA.

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.

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 collective bargaining agreement as Appendix A shall govern. If travel occurs within the CONUS and the combination of travel time plus work time exceeds twelve (12) hours in any one 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 Time and Attendance Report (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. ATM withdrawals taken from the Government travel card or equivalent can never exceed 80% 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.** 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, the NWS may approve payments, where applicable, after the travel has been performed.

## **SECTION 5. Gainsharing Program Policy**

A. **Policy:** Under the authority of [5 U.S.C. 4501-4507](#), NWS agrees to pay a cash award for "efficiency" or "economy". The program will be known as the Gainsharing Travel Savings Program (GTSP). It will reward employees who save the NWS money while on official travel. These savings will 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, [Federal Travel Regulations](#), and the [National Defense Authorization Act for Fiscal year 2002](#), as well as any applicable Federal Travel Advisories or waivers issued by the General Services Administration (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 50 percent of the savings on lodging expenses and/or contract carrier airfare. Taxes will be withheld (Federal, State, local, FICA) on the award amount. In most cases, the cumulative savings to NWS must be at least \$200.00 before the employee is eligible to receive an award.

Employees should not incur additional expenses in transportation or other miscellaneous costs in 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 TDY travel with lodging expenses, foreign and domestic, will be covered under this program.
2. The first 30 days of extended TDY travel (e.g., a detail of more than 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 Value Lodging 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 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 travel savings program. 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, [Federal Travel Regulations](#), and the [National Defense Authorization Act for Fiscal year 2002](#), as well as any applicable Federal Travel Advisories or waivers issued by the General Services Administration, employees who obtain a ticket from another source are eligible for the travel savings program. Savings will be measured against the contract ticket rate in effect at the time of the flight.

## **SECTION 6. TDY TRAVEL**

Employees performing official temporary duty travel, on a scheduled duty day, within CONUS are required to work remaining hours, before or after travel time, to complete their tour of duty. Example: If an employee is in a travel status for four (4) hours on a scheduled 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 temporary duty 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 temporary duty (TDY) travel within CONUS will be authorized an adequate amount of time to complete travel but no more than one 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 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 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](#). Employees performing travel to or from an OCONUS location may be authorized a rest period, not to exceed 24 hours, in accordance with [FTR §301-11.20](#), applicable law and regulations.

## **SECTION 7. TRAVEL MANAGEMENT**

Employees must use the E2 travel application or any successor program required to be negotiated, to electronically route and approve all travel vouchers to the Finance Office (FO) for payment and will no longer 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.** 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 Official Duty Station (ODS) and a temporary duty station;
- B. Time spent traveling between two 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 the 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 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.** 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.** The Agency recognizes its responsibility to provide a safe and healthy workplace. The Union encourages employees to comply with all safety rules and regulations.

**SECTION 2.** 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.** In accordance with [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 with any monitoring data collected concerning occupational safety and health.

### **SECTION 4. PERSONAL PROTECTIVE EQUIPMENT**

When required, the Article 8 (Labor-Management Relations) process 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 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 process. However, if Management does so, it shall not waive NWSEO'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 personal protective equipment, protective clothing, and safety devices and follow safety procedures provided or directed by the NWS, and necessary for their protection.

IMETs will be provided fire-camp designated boots as personal protective equipment (PPE) to accomplish incident meteorologist duties when recommended by the National Weather Service Fire Weather Program Leader in coordination with the National Interagency Fire Center. All trainees will receive one pair of boots prior to first deployment. Fire designated boots will be used in accordance with [National Weather Service Manual \(NWSM\) 50-1115 July 16, 2014](#) Procedure 8 – Personal Protective Equipment.

## **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 [NWS Manual 50-1115](#), Management will provide emergency beacons, 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 [National Weather Service Manual \(NWSM\) 50-1115](#) Section 2.3.2(a), First Aid/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.** 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 NWSEO 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 15 minutes from emergency medical services), Management will consider whether or not to purchase portable Automated External Defibrillators (AEDs) for the 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 / Injury Reporting**

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 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 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.** Management and NWSEO 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 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.** 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 cardiopulmonary resuscitation (CPR) courses.

**SECTION 14.** 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.** The NWS 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, the NWS will test water/air quality, radon and radiation levels, and report out the results to employees.

**SECTION 16.** 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 publications.

Employees who perform such duties shall be paid hazardous pay differentials, as appropriate, under applicable law and regulations and NWS publications.

**SECTION 18.** A matter pertaining to this Article which is not covered by this Agreement and which is subject to bargaining will be bargained in accordance with Article 9 (mid-term bargaining) of this Agreement.

## **ARTICLE 25 UNION COMMUNICATIONS**

**SECTION 1.** Management will provide bulletin board space for posting of NWSEO material. At new or remodeled facilities where space is adequate, as determined by Management, a NWSEO 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. NWSEO material posted on the bulletin board shall not be libelous, malicious, or scandalous. Management agrees to discuss any objection to posted material with NWSEO 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 NWSEO notices, literature, and correspondence. NWSEO will maintain, the bulletin board in a neat order and the material shall be current.

**SECTION 2.** NWSEO may place literature in the mail slot boxes of the bargaining unit employees during non-work time. Management agrees to distribute US Mail of NWSEO 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.

NWSEO representatives can use certain NWS equipment and basic office supplies for representational purposes consistent with Article 5 Section 10. 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, the use of a NWS telephone is authorized. Telephone usage is limited to representational activities.

**SECTION 4.** A matter pertaining to this Article which is not covered by this Agreement and which is subject to bargaining will be bargained in accordance with Article 9 (mid-term bargaining) of this Agreement.

## **ARTICLE 26**

### **Telework**

**SECTION 1.** Telework is a flexible work arrangement under which an employee performs the duties and responsibilities of his/her position and other authorized activities from an approved alternate worksite other than the employee's designated traditional Federal workplace.

Telework is a workplace flexibility available to an employee, subject to Management approval, which can facilitate the timely and effective accomplishment of the NWS mission. An employee's decision to request to telework is voluntary.

If telework is a condition of employment for employees such as for employees designated as "emergency" employees, or as an Emergency Response Group (ERG) member under the requirement to continue Government operations in the time of emergency (COOP), those employees are required to have a telework agreement in effect. Employees who are emergency essential, who are not required to carry out operational duties at a facility, may be placed on telework.

Telework is intended to promote:

- A. Continuing operations during emergency conditions;
- B. Recruiting and retaining the best possible workforce;
- C. Management effectiveness; and
- D. Enhancing work-life balance by allowing employees to better manage their work and personal obligations.

A matter pertaining to this Article which is not covered by this Agreement and which is subject to bargaining will be bargained in accordance with Article 9 (mid-term bargaining) of this Agreement.

### **SECTION 2. DEFINITIONS**

- A. **Ad Hoc Telework** – Telework performed on an irregular basis, chosen by the employee to address a specific need of the employee. Ad hoc telework must be requested and approved by the supervisor in advance.
- B. **Alternate Worksite** – The employee's residence or a location other than the official duty station which has been approved by the manager/supervisor for the performance of the employee's official duties. For purposes of telework, an approved alternate worksite is considered an official Government worksite. An employee's requested choice of an alternate location is subject to management approval. When reviewing the appropriateness of a requested telework arrangement, the NWS will consider the operational needs of the individual office and the NWS's overall organizational needs. The telework arrangement might

not be appropriate at certain times if the absence of the employee would create additional work or hardship which adversely affects other employees. Therefore, employees must be flexible and willing to adjust their telework arrangements to meet these needs.

- C. **Approving Official** – The supervisor (or her/his designee(s)) of the employee’s office.
- D. **Eligible Position** – The position is an eligible position if the employee’s regular work assignments, or other authorized activities, are routinely portable; i.e., on a recurrent basis, regular assignments can be successfully performed at an alternative worksite.

The position is not an eligible position if it is not portable, because it includes assignments that require personal face-to-face internal or external customer contact, internal or external customer service assignments, or assignments that require physical access to the official duty station, the direct handling of secure materials determined to be inappropriate for telework by the head of the bureau/operating unit, or the employee’s performance does not comply with the terms of the written telework agreement between the approving official and the employee.

Assignment of certain duties for a period of time may result in a position being considered telework eligible during the period of time it is assigned those duties, e.g., a forecaster who is assigned to a supernumerary shift, performing non-operational duties, may be eligible for telework while on that shift but not eligible while performing regular forecaster duties.

- E. **Emergency Employee** – Employees currently on or scheduled for operational shift-work positions at field units engaged in:
  - a. The direct provision of forecasts and warnings
  - b. Real time collection, processing and distribution of data, products and services or help desk support of these services.

It is a supervisor’s responsibility to exercise sound judgment and, if necessary, to require employee(s) not designated as “emergency” to remain on duty or report for duty, due to the exigency of the situation.

- F. **Emergency Response Group (ERG) Member** – A person assigned responsibility to report to, be on call, or serve as backup to an alternate site, as required, performing agency-essential functions or other continuity-related operation.
- G. **Official Duty Station** – Location of an employee’s position of record where the employee regularly performs his or her duties. If the employee’s work involves

recurring travel, or their work location varies on a recurring basis, the duty station is the location where the work activities of the employee's position of record are based, as determined by the manager/supervisor. An employee's official duty station determines the appropriate locality area for pay purposes for General Schedule or equivalent employees.

- H. **Regular Telework** – Telework that is regularly performed on the same day(s) of the week on the employee's regularly scheduled tour of duty.
- I. **Telework** – A paid, flexible work arrangement under which an employee performs the duties and responsibilities of his/her position, and other authorized activities, from an alternate worksite, not the traditional worksite.
- J. **Telework-Ready Employee** – An employee who has completed Telework training for Employees via the [Commerce Learning Center \(CLC\)](#); has a signed individual telework agreement; and has the required resources to telework.
- K. **Traditional Worksite** - Where an employee would work absent a telework arrangement.
- L. **Remote Employee** – The employee is teleworking full-time from an alternate work site. The alternate work site becomes the employee's official duty station for pay purposes. The request to be a remote employee is submitted to the Deputy Assistant Administrator (DAA) level or higher.
- M. **Unscheduled Telework** – When, under an announcement by OPM or other appropriate authority (even though the employee's office is open) authorizes telework, the employee may choose to telework even if it is not a previously scheduled telework day, in accordance with Section 4C (Section 4B2) of this Article.

### **SECTION 3. REQUEST FOR TELEWORK**

- A. Before an employee may begin telework, they must complete the requirements to be telework-ready and be Eligible for Telework.
- B. The following requirements must be met to be considered eligible to participate in telework, or remain on telework:
  - 1. The employee's most recent performance rating of record must be a minimum rating of meets or exceeds (pass/fail system) or Level 3, and the employee must maintain at least that level of performance throughout the period for which the telework agreement is in effect.
  - 2. The employee must not be on a performance improvement plan (PIP).
  - 3. The employee must not currently be on leave restriction.



4. The employee must not have been issued any disciplinary or adverse action (e.g., reprimand or suspension) within the previous year (from the date of the request to participate in the telework program).
  5. The employee must not have been officially disciplined for being Absent Without Leave (AWOL) for more than five (5) days in any calendar year.
  6. The employee must not have ever been officially disciplined for downloading, viewing, or exchanging pornography, including child pornography on a Federal Government computer or while performing official Government duties.
- C. Requests for approval of telework must be submitted to the approving official of the employee (usually the employee's immediate supervisor) using a Telework Application Agreement/Agreement and Modification of Telework Agreement and along with the certificate showing successful completion of "Telework 101 for Employees" via the [Commerce Learning Center \(CLC\)](#). Such requests are subject to review by the employee's second level supervisor. Approval of a request to telework full-time from an alternate worksite is done at the Deputy Assistant Administrator (DAA) level or higher.
- D. By submitting the request, the employee agrees to the terms and conditions of the telework arrangement that cover such items as the nature of the arrangement; official duty station; performance requirements; leave approval; overtime; proper use and safeguards of government property, if applicable; safety standards that apply to the alternate work site; and policies and procedures for capturing, managing, and controlling audit documentation, NWS records, and classified or sensitive information.
- E. A request for regular/recurring or ad hoc telework must be submitted by September 15<sup>th</sup> for approval. Individual telework agreements cover the period from October 1 through September 30 of the current fiscal year. All telework agreements expire at the end of the fiscal year. Based on special circumstances, requests for regular/recurring or ad hoc telework may be made at other times during the fiscal year.
- F. A new telework request must be made if the employee has significant changes in job responsibilities, changes units, if the employee's immediate supervisor changes, or if there is a significant change to any item in a telework agreement. Such request may be made at any time during the year.
- G. Employees or managers may seek to modify the current telework agreement (e.g., change the regular teleworking day) in accordance with the procedures set forth in the NOAA Telework Implementation Plan.

- H. Employees who have not yet received a performance appraisal at the NWS must be performing at meets or exceeds (pass/fail system) or Level 3 or better at the time they request a telework arrangement. At the time of the employee's request, the employees also must have demonstrated an ability to perform the tasks included in the telework agreement with minimal supervision.
- I. An employee may be granted telework as an accommodation due to disability. As governed by [Section 501 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 791 et. Seq.](#), the [Rehabilitation Act](#) and [DAO 215-10](#), the determination as to whether an employee may be granted telework as a reasonable accommodation due to a disability, is an interactive process which includes the Reasonable Accommodation Coordinator, the employee's first-line supervisor, and the employee.
- J. When reviewing the appropriateness of a requested telework arrangement, the NWS will consider the operational needs of the individual office and the NWS's overall organizational needs. The telework arrangement might not be appropriate at certain times if the absence of the employee would create additional work or hardship which adversely affects other employees. Therefore, employees must be flexible and willing to adjust their telework arrangements to meet these needs.
- K. Management may require the employee to change the approved telework arrangement for short periods of time in order to meet NWS mission needs. For example, to attend necessary training, important meetings in the office, or short-term staffing needs, etc.
- L. Teleworking does not change the terms or conditions of employment. An employee participating in a telework arrangement will be available to Management, co-workers and others for employer business by telephone, voice mail, and/or other electronic communication devices during his or her scheduled tour of duty. The employee must provide the immediate supervisor with a telephone number where he or she can be reached. For this purpose, the telephone number provided will only be used for official purposes while the employee is in telework status. The employee must check frequently, throughout the hours of telework, for any voice mail or electronic messages. NWS has available technology tools to facilitate communication between employees and managers and colleagues.

#### **SECTION 4. TELEWORK TYPES**

There are four (4) types of telework:

- A. **Regular/recurring telework** occurs as part of a pre-approved, ongoing, regular schedule. Once the schedule is established, the employee may not change the assigned telework day(s) without prior approval of the approving official. An employee may combine teleworking with an alternative work schedule with the prior approval of the approving official.

- B. **Ad Hoc Telework.** occurs on an irregular basis, chosen by the employee, to address a specific need of the employee. Ad hoc telework must be requested and approved by the supervisor in advance.
- C. **Unscheduled Telework.** Unscheduled telework occurs under an announcement by the Office of Personnel Management (OPM) or other appropriate authority (but the employee's office is open). When OPM makes an announcement of "Unscheduled Telework" and it is not the employee's regularly scheduled telework day, the employee may choose to perform unscheduled telework. As an exception to the requirement that an employee must request pre-approval for ad hoc telework, an employee may perform unscheduled telework. The employee's decision is not subject to prior approval by the supervisor; however, the employee must notify his/her supervisor in accordance with the applicable policy of the office. In rare circumstances, management may find it necessary to require a non-emergency, telework-ready employee to report for an assignment that requires presence at the worksite (e.g., providing a presentation or performing administrative duties at a pre-scheduled conference). This should not be a last-minute surprise, but a special work circumstance that both the supervisor and employee know about, discuss, and plan in advance as the special work requires.
- D. **Emergency/Coop Telework.** Emergency and COOP telework occurs on an irregular basis at the direction of management.

## **SECTION 5. TELEWORK PLAN OPTIONS**

There are three (3) levels (Plans) of telework.

- A. **Plan A. Ad Hoc Telework**
  - 1. Employee chooses to perform telework on an ad hoc basis.
  - 2. The employee must obtain supervisory approval before performing ad hoc telework except where employees are performing unscheduled telework under an OPM or other appropriate authority announcement. However, the employee must notify his/her supervisor that they are opting unscheduled telework in accordance with the terms of the written telework agreement.
  - 3. In unexpected circumstances, such as inclement weather or other emergencies, it may be difficult to reach the immediate supervisor. If the employee has work available that can be done at home or a temporary alternate location, the employee should make a good faith effort to contact the immediate supervisor to request approval, such as by e-mail or voice mail message, with a brief description of the planned work. Under these circumstances, if the employee does not receive a response, he/she may telework.

4. The employee is responsible for ensuring that he/she has sufficient portable work for the period of telework scheduled to be performed.

**B. Plan B. Regular Telework**

1. Employee chooses to telework on a regular telework schedule. The employee must receive approval of their schedule.
2. Employees may also request ad hoc telework in addition to their regular telework schedule. Employee must obtain supervisory approval before performing the ad hoc telework.
3. No supervisory approval is needed for unscheduled telework under OPM or other appropriate authority announcement. However, employees must notify their supervisor in accordance with the terms of the written telework agreement.
4. The employee is responsible for ensuring that he/she has sufficient work for the period of telework scheduled to be performed.
5. The employee must telework when his/her office is closed for reasons other than Federal law (i.e., Federal Holiday) or Executive order.

**C. Emergency and COOP Telework**

1. Employees in emergency positions or are designated as Emergency Response Group (ERG) members must sign a telework agreement.

**SECTION 6. TERMINATION OR DENIAL OF TELEWORK ARRANGEMENTS**

- A. An employee may terminate his/her written telework agreement by providing the immediate supervisor with adequate advance written notice of a decision to terminate his/her written telework agreement to allow management to make arrangements for the employee to be back in the workplace. The written notice must include the effective date of the termination.
- B. Management may terminate or deny telework requests, in accordance with the law, as long as the denial or termination decision is based on specific operational needs, conduct, or performance. If a telework request is denied, the reasons for the denial will be provided in writing to the employee.
- C. Management may terminate an employee's approved telework arrangement if Management finds that:
  1. The employee's continued participation is inconsistent with the requirements of this Article, including the eligibility requirements, the law, or the employee fails to adhere to his or her telework agreement;

2. The employee's performance has declined (for example, where the employee fails to meet established deadlines or fails to progress satisfactorily on assignments, but excluding insignificant fluctuations or declines in performance);
3. The employee fails to truthfully report time worked or engages in other misconduct; or
4. Changes in duties or organizational needs require the employee's physical presence.

Normally, Management will give an employee one (1) pay period advance notice of the termination of the approved telework arrangement. Termination of an employee's approved telework arrangement pursuant to this section is not a disciplinary action. The reasons for the termination will be provided in writing to the employee at the time of the action. In the event that the employee wishes to contest the termination of his or her telework agreement, the employee has the right to meet with the manager (with their Union representative if they choose to be represented by the Union) to discuss the reasons for the termination and to seek resolution where possible. An employee whose telework arrangement has been terminated may reapply at the next annual application period (September 15).

## **SECTION 7. TELEWORKING DURING EMERGENCY SITUATIONS/INCLEMENT WEATHER**

- A. **Unscheduled Telework.** This type of telework is ad hoc and allows telework-ready employees to work from home or at an approved alternate location upon notification to their supervisor in accordance with the office policies.
- B. **Federal/Departmental Offices Are Closed.** Employees on regular telework will continue to telework, consistent with their telework agreements, when Federal/Departmental offices in their local commuting area are closed. Excused absences (administrative leave) may be granted on a case-by-case basis for telework-ready employees in the above situations when any of the following occur: power outages, damaged/un-inhabitable alternate worksites or continued work at the alternative worksite would be in conflict with state/local emergency direction.
- C. **Early Dismissal/Delayed Arrival.** When an early dismissal/delayed arrival is announced due to inclement weather, those who are teleworking from their home are not dismissed from duty for any part of the workday. However, managers/supervisors may grant excused absence on a case-by-case basis, if the employee is unable to continue teleworking.
- D. **Emergency at the Alternative Worksite.** When an emergency affects only the alternative worksite for a major portion of the workday, the employee is expected

to report to the traditional worksite, an approved alternative telework site, or request supervisory approval of applicable paid personal leave (i.e., annual, compensatory time, compensatory time off for travel, credit hours, etc.).

However, on a case-by-case basis, the manager/supervisor may excuse, without charge to paid personal leave or loss of pay, a telework employee from duty during an emergency if: (1) the emergency adversely affects the telework site; (2) the telework-ready employee is unable to access another alternative telework site; or (3) the telework-ready employee's duties are such that he/she cannot continue to work without contact with the traditional worksite.

## **SECTION 8.**

### **A. Telework and Dependent Care**

While telework is not a substitute for dependent care, it can be a very valuable flexibility to employees with caregiving responsibilities, by eliminating time required to commute and expanding employees' choices as to dependent care. Agencies and managers should recognize that employees use a variety of dependent care options, including home-based supervision or child care arrangements (e.g., nanny, in-home babysitting by a family member or friend), which may be more cost effective or convenient. For teleworkers with in-home dependent care arrangements, it is important to remember that telework is official work time and a tool for accomplishing work. Employees are reminded that while teleworking, all workplace policies remain in place, including telework start/end times, rules regarding time and attendance, and employee expectations concerning performance and conduct.

An in-home dependent care arrangement may pose unique challenges for teleworkers that must be appropriately managed to monitor whether employees are able to successfully telework without jeopardizing work performance. While the presence of dependents in the household should not be an absolute bar to teleworking, employees may not engage in dependent care activities when performing official duties. While an occasional, brief interruption may occur when a dependent is present in the home, teleworkers must keep interruptions to a minimum to avoid disruptions in work accomplishment.

In the event the level of care needed for a dependent prevents or significantly disrupts work accomplishment, teleworkers must notify their supervisors as soon as possible about the situation preventing the teleworker from continuing work. Teleworkers must request approval for appropriate leave while performing dependent care responsibilities. Failure to comply with the terms of the telework agreement, or diminishment in the employee's performance could result in suspension or even termination of an employee's telework agreement.

Child care or elder care arrangements that require increased levels of care may require more manager-employee communication about possible flexible work options (e.g., a change in work schedule or the use of leave during periods in

which the employee is actively engaged in dependent care responsibilities). Open communication and good performance management are critical to implementing an effective telework policy. The benefits of such telework flexibility enhance employee work-life balance and can support agency continuity of operations and agency mission accomplishment. In addition, supporting work-life balance through telework can indirectly result in significant benefits for agencies in the areas of recruitment, retention and employee engagement.

**B. Temporary Agreement for Working in a Different Geographic Location**

As is the case for any arrangement involving work at an alternative work site, requests to telework from a different geographic location, away from an employee's official worksite, must be made by the employee submitting a written telework request. A telework request, if approved, must spell out expectations. The authority to make the exception is intended for temporary arrangements. Any extension of a temporary arrangement would require submission of a new telework request. Approval by management, will be focused upon whether the agency is willing to have the employee continue to perform work in a different location.

**C. Telework Following Childbirth, Adoption, or Foster Care**

A variety of workplace flexibilities, including telework, can be useful to employees during the period following childbirth, adoption or foster care. Telework is a valuable tool that can be used when an employee transitions back to work after the birth of a child. Telework is often used in conjunction with leave during the transition period between childbirth and the return to full-time official duties. Telework must be approved by the employee's supervisor based on the agency telework policy and the ability of the employee to accomplish his or her work.

It is important to remember that an employee may not care for a newborn while engaged in the performance of official duties. When making a determination about telework eligibility following childbirth, the focus should remain on the work and the ability of the employee to perform official duties, not on the proximity of the newborn in the home. Decisions should be made on a case-by-case basis.

**SECTION 9. Workers' Compensation**

Participating employees who are directly engaged in performing the duties of their jobs are covered under the [Federal Employee's Compensation Act](#) if injured in the course of performing official duties at either a traditional or approved alternate worksite. The employee will notify the supervisor immediately of any accident or injury that occurs at an approved alternate worksite, provide details to their supervisor regarding the accident or injury, and complete any forms required in connection with claims based upon the accident/injury.

## **ARTICLE 27 MISCELLANEOUS**

**SECTION 1.** NWS-wide directives will be maintained in electronic format available to all employees.

**SECTION 2.** Employees preparing weather service 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 the CBA 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 NWSEO will be provided access to this electronic library for its Officers, Stewards and bargaining unit members.

**SECTION 5.** Carrying 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, 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. The NWS 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 not have been otherwise not in a duty status.

**SECTION 8.** Dress codes for bargaining unit employees will not be changed without first bargaining with NWSEO in accordance with Article # (Mid-Term Bargaining)

**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,



NWS 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.

**SECTION 10.** A matter pertaining to this Article which is not covered by this Agreement and which is subject to bargaining will be bargained in accordance with Article X (mid-term bargaining) of this Agreement.

**ARTICLE 28 - Not used**

## **ARTICLE 29 DURATION AND TERMS OF AGREEMENT**

**SECTION 1.** This Agreement shall be in full force and effect for a period of three (3) years from its effective date. 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 60<sup>th</sup> day and the 105<sup>th</sup> day prior to the expiration date.

**SECTION 2.** A Memorandum of Understanding (MOU) shall be executed by the parties that will specify the ground rules to be used to negotiate a new Agreement. Consistent with [5 U.S.C. Section 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 in Article 9 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 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 eighteen (18) months after the effective date of this Agreement, either Party may reopen up to two (2) Articles. Notice of intent to reopen must be given between the 60<sup>th</sup> day and the 90<sup>th</sup> day prior to the eighteen (18) month anniversary of the effective date of this Agreement. If one 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 9 (Mid-Term Bargaining) 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 Memorandum of Understandings (MOUs) which are in conflict with this Agreement, are terminated and no longer in effect.

**SECTION 6.** A matter pertaining to this Article which is not covered by this Agreement and which is subject to bargaining will be bargained in accordance with Article 9 (mid-term bargaining) of this Agreement.

**ARTICLE 30**  
**Government Housing**

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

**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 authorized Management representatives 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 of this Agreement.

## **ARTICLE 31 Employee Awards**

### **SECTION 1. AUTHORITY**

[Chapter 45 of Title 5, USC](#) authorizes agencies 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.

### **SECTION 2. AWARD FUNDING**

- A. The NWS Assistant Administrator has the sole and exclusive discretion to establish award funding levels based on a fixed percentage of the aggregate salary (includes base pay and locality pay) of bargaining unit employees (BUEs). This computation is performed at the beginning of each fiscal year or when the budget is established. The NWS Assistant Administrator's discretion also extends to the distribution of the amount of award funding to be distributed for Performance Awards, Special Recognition Awards, and NWS Assistant Administrator's Awards. Based on budget, the NWS Assistant Administrator will establish an award pool to include:
1. Special Recognition Awards;
  2. Performance Awards;
  3. NWS Assistant Administrator's Awards (NOAA Administrator's Awards, Isaac M. Cline Awards, etc.).
- B. The NWS Assistant Administrator has the sole and exclusive discretion to hold in reserve up to 15% of the national award pool for contingency purposes, and to distribute and/or delegate as he/she sees fit for the highest performers.

### **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 Financial Management Center (FMC) based on the salary costs of that FMC as compared to the total salary costs of NWS. Supervisors are encouraged to use their award funds throughout the year as appropriate recognition opportunities arise. The Special Recognition Awards include On-the-Spots and Special Acts.
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 \$75 per award, and the yearly maximum is \$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 – Peer Recognition Awards will be discussed by the LOT. The LOT will be notified when the office Peer Recognition Awards' budget is available and how much money is being allocated for Peer Recognition Awards. Management will distribute the money allocated for Peer Recognition Awards taking the LOT recommendations into account.

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.
4. The Time-Off Award is another form of employee recognition. The cost of Time-Off awards are 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. Management and the Union encourage all bargaining unit employees to submit recommendations for Special Act awards, Isaac M. Cline awards, Time Off awards, etc. Recommendations should be submitted to the supervisor of the employee 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/persons being nominated. The nominated employee's supervisor is responsible for certifying that the employee

has not received prior recognition for the same accomplishment. The Parties agree that the use of awards is an incentive for increasing productivity and creativity of employees. The Agency 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:

1. Adoption or implementation of a suggestion or invention;
2. Significant contributions to the efficiency, economy, or improvement of Government operations;
3. Exceptional service to the public, superior accomplishment, or special act or project on or off the job and contributions made despite unusual situations;
4. Recurring exemplary service; i.e. performance throughout the year that consistently exceeds expectations and contributes to Agency goals and objectives;
5. Exceptional customer service or contributions that promotes and supports accomplishment of the Agency's mission, goals, and/or values;
6. Creative or innovative methods used to make work processes or results more effective and efficient;
7. Productivity gains;
8. Any other situation in which an employee's efforts go beyond his/her normal duties.

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

#### **SECTION 4. PERFORMANCE AWARDS**

Performance Awards are an incentive program that provides recognition based on employee achievements and/or performance that contribute to the NWS's mission of the protection of life and property and enhancement of the economy.

Performance Awards link employee's performance on the employee's appraisal to the accomplishment of the NWS mission, goals and objectives, and are intended to reward and motivate employees to continually strive for excellence. A Performance Award is a one-time cash payment to recognize the contributions of an employee and is based on the performance rating of record. A Performance Award does not increase base pay. The distribution of the performance award pool, for all bargaining unit employees, will be determined each year by establishing an award percentage for all employees receiving a level 5, 4, and 3 award level respectively. The award percentage will be applied

against each employee's salary to yield an award amount. This method promotes consistency and fairness.

The award level percentage amounts are calculated at the national level each fiscal year in accordance with OPM guidance.

- A. Employees earning a summary performance rating of Level 1 or Level 2 are not eligible for performance awards.
- B. Employees who have not been covered by a NWS 5-Level employee performance plan for the minimum appraisal period of 120 calendar days during the annual appraisal period are not eligible for performance awards.
- C. Employees who have been covered by a performance plan for the period of 120 to 180 days during the annual appraisal period will have any performance award prorated against the fractional part of the performance period.
- D. Employees who have been covered by a performance plan for a period of more than 180 days during the annual appraisal period will receive the full amount of any performance award.
- E. Quality Step Increases (QSIs):
  - 1. Only employees receiving a Level 5 performance rating are eligible for QSI consideration.
  - 2. QSIs shall be nominated by the Rating Official, confirmed by the Approving Official, and approved by the NWS Deputy Assistant Administrator (DAA).
  - 3. A QSI may not be granted to an employee who has received a QSI within the preceding fifty-two (52) consecutive calendar weeks.
  - 4. The QSI should be made effective as soon as practicable after it is approved.
- F. On an annual basis, the Union will be provided with a list of Bargaining Unit employees who have received awards, the type of award, the amount of the award, the organization, and the duty station.

#### **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 or more of ten (10) categories related to the core NWS mission:

- Meteorology;
- Hydrometeorology;
- Hydrology, Tsunami, Climate Services and Space Weather;
- Data Acquisition Management;
- Engineering, Electronics, or Facilities;
- Leadership;
- Program Management/Administration;
- Outreach;
- Equal Employment Opportunity (EEO) and Diversity Management (DM); and
- Support Services

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

- A. Cline Awards will be competitive and will be made at three levels:
1. **Level 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 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 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 bargaining unit 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 the [National Weather Service \(NWS\) MANUAL 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:** Bargaining Unit recipients receive an appropriate *Certificate of Recognition*.
  2. **Office/Regional level Cline Awards:** Bargaining Unit recipients receive the *Isaac M. Cline Regional Award Plaque*.
  3. **National level Cline Awards** have an honorary and a monetary aspect. Bargaining Unit recipients receive a special *Isaac M. Cline Award Plaque and may receive up to \$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. All employees with at least a Level 3 or equivalent performance rating are eligible for this type of award. 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.
- C. A ***Unit Citation Award (UCA)*** is primarily a special recognition cash award program sponsored by an individual operating unit. The program is designed to meet an operating unit’s particular interests in recognizing certain groups of employees. Award programs may range from recognition of scientific accomplishments to Employee of the Year.

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

**SECTION 7. Peer Recognition Awards**

Peer Recognition Awards (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 achievement.

Peer Awards may be established by management in its sole and exclusive discretion. The procedures for Peer Recognition Awards shall be conducted as follows. Peer Awards will be discussed by the LOT. The LOT will be notified when the office Peer Awards budget is available and how much money is being allocated for Peer Awards. Management will distribute the money allocated for Peer Awards taking LOT recommendations into account.

**SECTION 8.** A determination by Management not to grant a non-mandatory award (e.g. Cline awards, Special Recognition awards, etc.) is not a violation of this agreement.

**SECTION 9.** A matter pertaining to this Article which is not covered by this Agreement and which is subject to bargaining will be bargained in accordance with Article 9 (mid-term bargaining) of this Agreement.

## **ARTICLE 32**

### **Contracting Out**

**SECTION 1.** Currently, there is a moratorium on the conduct of [Office of Management and Budget \(OMB\) Circular A-76](#) competitions. This moratorium prohibits the conduct of all public-private competitions pursuant to [OMB Circular A-76](#) throughout the federal government. The Agency shall post on the Internet an annual report of the use of contractors at the Agency in accordance with [15 U.S.C § 8547](#).

If the moratorium is lifted and NWS determines that unit work will be contracted out using the A-76 procedure, NWS will notify NWSEO and provide them an opportunity to exercise impact and implementation (I&I) bargaining, as well as any changes to the earlier A-76 process, consistent with Article 8 of this Agreement.

**SECTION 2.** Federal law prohibits personal service contracts that establish an employee/employer relationship between the government and contracted personnel. Management will abide by all laws and regulations governing any contract activity.

**SECTION 3.** Contractors may not supervise, control, or direct federal employees nor will they provide solicited or unsolicited input on performance evaluations for federal employees.

**SECTION 4.** Management shall annually provide the union with a copy of the annual report on use of contractors within the NWS required by the [Weather Research and Forecasting Innovation Act](#) within 7 days of the date the report is provided to Congress. In addition, management shall provide, with that report, the identity and date of each and every contract for contractor services, along with the title and location of each contractor working under that contract, and the identity of the individual, whether contractor or agency personnel, who is directing the work of the contractor on a day-to-day basis.

## **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 the 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 a very substantial change to a change of an inconsequential 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 position descriptions are not maintained on an electronic filing system accessible to employees, employees may request and will be provided a copy of their current position description and any updates reflecting substantial change as soon as practicable. If an employee believes that his/her position description 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, the NWS 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 position description 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 position descriptions (change or introduce a new position description for a category of employees) are to be made by the NWS, Management agrees to notify the NWSEO President in accordance with Article X (Mid-Term Bargaining) 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 [US Department of](#)

[Commerce \(DOC\). DAO 202-511 \(January 10, 2001\).](#)

## **ARTICLE 34 OFFICIAL RECORDS**

### **SECTION 1. ACCESS TO OFFICIAL RECORDS**

Employees and/or their designated representative shall have the right to examine the following official records personally identified to the employee: electronic Official Personnel Folder (eOPF) and Employee Performance File (EPF).

All bargaining unit employees, and/or their duly authorized representatives, may review the contents of their own Official Personnel Folder 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 Office of Human Capital Services for contact information for the Records Management Office of Enterprise Services.

Employees and/or their representative shall have the right to examine the Employee Performance File (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 email. Contact information about EAP can be obtained through the NOAA Office of Human Capital Services EAP website at <http://www.wfm.noaa.gov/workplace/eap.html> 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, child care, 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 annual leave, sick leave or leave without pay.

**SECTION 5.** Management will notify NWSEO of any changes to the Employee Assistance Program.



**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 [federal travel regulations](#).

**SECTION 3.** A matter pertaining to this Article which is not covered by this Agreement and which is subject to bargaining will be bargained in accordance with Article 9 (mid-term bargaining) of this Agreement.

**ARTICLE 37**  
**Drug Testing Program**

The Agency shall comply with the requirements of the [Department of Commerce's 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**

Eligible employees who are members of the NWSEO 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 NWSEO;
- 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 NWSEO is responsible for:

- A. Purchasing and distributing SF 1187s;
- B. Notifying the responsible Agency person/office identified in Section 3G below 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 NWSEO'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 NWSEO when an employee is not eligible for an allotment;
- D. Withholding new amounts of dues upon certification from the authorized NWSEO official;
- E. Transmitting remittance checks each pay period to the allottee designated by the Union including a physical mailing to the designated Union 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, or 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 CBA, provide the NWSEO with the name, phone number and email address (if different than [wfmo.pay@noaa.gov](mailto:wfmo.pay@noaa.gov)) of a dues and membership point of contact (POC). This POC will have the authority to correct bargaining unit 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 NWSEO 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**

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. Administrative errors in remittance checks will be corrected and adjusted in the next remittance check to be issued to the NWSEO. If the NWSEO 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:

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.

Changes in amounts of dues: First pay period after receipt of certification in the office/person identified in Section 3G.

Termination due to loss of membership in good standing: First pay period after receipt of notification in the office/person identified in Section 3G.

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.

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 CBA.

**SECTION 8.** A matter pertaining to this Article which is not covered by this Agreement and which is subject to bargaining will be bargained in accordance with Article 9 (mid-term bargaining) of this Agreement.

**ARTICLE 39  
EMPLOYEE RELOCATION**

**SECTION 1. PAYMENT FOR PERMANENT CHANGE IN DUTY STATION (PCS)**

Where Permanent Change of Station (PCS) benefits are authorized, the Job Opportunity Announcement (JOA) will so indicate. If PCS benefits are not authorized in the JOA, they will not be paid. Management will only authorize benefits to a selectee when doing so complies with the [Federal Travel Regulation](#) 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**

The Weather Service may reimburse costs 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 the [Federal Travel Regulation](#) and Federal Law. The Weather Service will only issue payments through direct reimbursement (“direct reimbursement program”).

The use of a third-party relocation services company (RSC) is not allowed.

**SECTION 3.** A matter pertaining to this Article which is not covered by this Agreement and which is subject to bargaining will be bargained in accordance with Article 9 (mid-term bargaining) of this Agreement.

**ARTICLE 40 - Not used.**

**ARTICLE 41**  
**Surveys and Questionnaires**

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

A matter pertaining to this Article which is not covered by this Agreement and which is subject to bargaining will be bargained in accordance with Article 9 (mid-term bargaining) of this Agreement.



## **ARTICLE 42 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 [Office of Personnel Management \(OPM\) factsheet](#). If employees have additional questions regarding pay or pay issues, they can contact their Local, Regional, or National Representative, or payroll administrator, or Human Resources Specialist.

If NWS 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.

A matter pertaining to this Article which is not covered by this Agreement and which is subject to bargaining will be bargained in accordance with Article 9 (mid-term bargaining) of this Agreement.

## **ARTICLE 43**

### **Furloughs**

**SECTION 1.** The NWS 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 bargaining unit.

NWS 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. NWS will act in accordance with law, rule, regulation, and OPM guidance when determining whether to deny or delay within-grade 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 NWSEO to provide information to employees on subjects such as the items listed in Section 1 of this Article.

**SECTION 5.** A matter pertaining to this Article which is not covered by this Agreement and which is subject to bargaining will be bargained in accordance with Article 9 (mid-term bargaining) of this Agreement.

**ARTICLE 44**  
**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 Management and the Union will negotiate the matter in accordance with mid-term bargaining in Article 9 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 both Parties. This will be the only mechanism for effecting changes to this Agreement other than by that in Section 4 of Article 29.

A matter pertaining to this Article which is not covered by this Agreement and which is subject to bargaining will be bargained in accordance with Article 9 (mid-term bargaining) of this Agreement.