

CORRECTED ISSUANCE DATE

United States of America

BEFORE THE FEDERAL SERVICE IMPASSES PANEL

In the Matter of

U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC
ADMINISTRATION
NATIONAL WEATHER SERVICE

And

NATIONAL WEATHER SERVICE EMPLOYEES
ORGANIZATION

Case No. 20 FSIP 021

DECISION AND ORDER

The U.S. Department of Commerce, National Oceanic and Atmospheric Administration, National Weather Service (NOAA) filed the instant request for assistance with the Federal Service Impasses Panel (Panel) under the Federal Service Labor-Management Relations Statute (Statute), 5 U.S.C. § 7119, concerning a dispute from negotiations over a successor collective agreement (CBA). The National Weather Service (NWS or Agency) is a component of NOAA – an operating unit of the Department of Commerce. Its mission is to provide water, weather, and climate data, as well as to issue forecasts and warnings about possible storms and other weather conditions that could negatively impact life, property, and the national economy.

The National Weather Service Employees Organization (NWSEO or Union) represents a nationwide bargaining unit consisting of approximately 3,329 employees who mostly are Meteorologists, Hydrologists, Physical Scientists, and Electronic Technicians located throughout country. The parties are covered by a three-year CBA that took effect on October 25, 2001. When the CBA expired in 2004, it renewed annually and automatically every year until July 16, 2015, when the Agency notified the Union that it wanted to renegotiate the agreement.

BACKGROUND AND PROCEDURAL HISTORY

The parties engaged in ground rules negotiations from the summer of 2015 through October 2016, but were unable to reach agreement. In June 2016, the Agency filed a request for Panel assistance in Case No. 16 FSIP 092. The Panel asserted jurisdiction over the dispute and directed the parties to a Mediation-Arbitration dispute resolution procedure. During that procedure, the parties executed a memorandum of understanding (MOU) on December 7, 2016,

resolving the ground rules dispute. The Agency and Union then began the negotiations over a successor CBA using the ground rules MOU.

The parties exchanged proposals over a new CBA between January and March 2017, and held their first face-to-face negotiation session on April 4, 2017. Over the course of more than two years, from April 2017 through July 2019, the parties held 146 bargaining sessions, including 55 sessions with three mediators from the Federal Mediation and Conciliation Service (FMCS). During the negotiations, the parties reached agreement on only four articles, along with some provisions contained in the remaining 42 articles that remained in dispute. On July 30, 2019, the Agency presented the Union its last best offers on the 42 articles. That same day, one of the parties' FMCS Mediators released them from mediation. On December 19, 2019, the Agency filed the instant request for Panel assistance.

On March 12, 2020, the Panel voted to assert jurisdiction over all 42 articles in dispute. The Panel ordered the parties to a Written Submissions procedure with an opportunity to submit rebuttal statements. Both parties timely provided their submissions. During the pendency of the Panel's proceedings, the parties agreed to 13 articles: Article 3 (Laws and Regulation); Article 4 (Rights of Management); Article 5 (Rights of Employees); Article 6 (Rights of the Union); Article 12 (Discipline); Article 18 (Equal Employment Opportunity); Article 23 (Travel); Article 27 (Miscellaneous); Article 33 (Position Descriptions); Article 34 (Official Records); and Article 35 (Employee Assistance and Related Programs); Article 41 (Surveys and Questionnaires); and Article 43 (Furloughs). There are now 29 articles in dispute for the Panel to resolve.

The Union argues that the Panel does not have jurisdiction over this case. Specifically, that the Panel should decline jurisdiction for five reasons: (1) the parties are not at impasse; (2) the Panel's composition violates the Appointments Clause of the United States Constitution; (3) the Agency violated the parties' ground rules agreement; (4) there are numerous Agency proposals that are either permissive matters or contrary to law; and (5) there are unresolved questions about the negotiability of many Union proposals. The Panel considered and rejected all of the Union's objections prior to asserting jurisdiction over this case. The Union's reasserted objections, with one caveat remain unpersuasive, and the Panel will once again reject those arguments. The Union presented colorable arguments with respect to some of the Agency's proposals that may be contrary to law. The Panel notes those arguments in the Decision and recommendations below.

PROPOSALS AND POSITIONS OF THE PARTIES

The Articles in dispute are as follows: Article 7 (Union Representation); Article 8 (Labor Management Relations); Agency Article 9 (Mid-Term Bargaining); Union Article 9 (Quality of Work life and Family Friendly Policies); Article 10 (Grievance Procedure); Article 11 (Arbitration); Article 13 (Performance Management); Article 14 (Merit Assignment Program); Article 16 (Details/Temporary Promotions); Article 17 (Training and Career Development); Article 19 (Leave); Article 20 (Work Schedules for Rotating Shift Workers); Article 21 (Work Schedules for Employees Non-Rotational Shift Workers); Article 22 (Facilities); Article 24 (Safety and Health); Article 25 (Union Communications); Article 26 (Telework); Article 28 (Mutual Respect); Agency Article 29/Union Article 45 (Duration and Terms of the Agreement); Union Article 29 (Retirement); Article 31 (Employee Awards); Article 32 (Contracting Out);

Article 36 (Home Leave and Return Rights); Article 37 (Drug Testing Plan); Article 38 (Dues Withholding); Article 39 (Employee Relocation); Union Article 40 (Impact Based Decision Support Services); Article 42 (Pay); and Article 44 (Changes and Amendments to the Agreement). Due to the number of issues in dispute, copies of the parties' proposals will be attached to this Decision.

1. Article 7 – Union Representation

I. Union Position

The Union states that it has three National Officers and eight Regional Chairs. The Regional Chairs correspond to the six NWS regional headquarters which are headed by NWS Regional Directors. In addition to liaising with their regional management counterparts on region-wide issues, the Union states that these more experienced and better trained Regional Chairs provide ongoing assistance to as many as 40 or more local stewards on contractual enforcement and other representational issues. Under the current Article 7, the Union President is granted 100 percent official time; the Vice President is granted 50 percent official time; and the Secretary Treasurer receives 16 hours per pay period of official time. Similarly, the Regional Chairs are entitled to 16 hours per pay period of official time. The local stewards, which the Union estimates to be around 150, are authorized by their supervisor more limited, occasional official time on an ad hoc basis.

The Union proposes to retain the language in Article 7 of the parties' current agreement, with one change to section 7(b): the amount of official time authorized by this Article and elsewhere in the agreement is subject to any quantitative limitation imposed by law or government-wide rule, or regulation. The Union states that this provision would subject the amount of official time that may be used by its representatives to the mandatory restrictions of Executive Order (EO) 13837, Ensuring Transparency, Accountability, and Efficiency in Taxpayer Funded Union Time Use. The Union asserts that the "mandatory" restriction it is referring to is the 25 percent cap on the amount of official time that may be performed by each employee. The Union states that the one hour per unit employee limitation is not a "mandatory" restriction under EO 13837. Therefore, the Union proposes that there should not be a bank of official time hours based on the EO's one hour per bargaining unit employee time rate. Instead, the Union asserts that the Agency should grant official time that is "reasonable, necessary, and in the public interest" in accordance with section 7131(d) of the Statute. The Union provided declarations from NWSEO officers, which the Union argues justifies its request for official time to exceed the one hour per bargaining unit employee time rate in EO 13837.

Next, the Union argued that the Agency's proposal that its officers request official time prior to each occurrence would create a disruption in their schedules and Agency operations. The Union states that the three National Officers and all but one or two of the Regional Chairs are operational shift workers (Forecasters, a Hydrologist, a Physical Scientist who issues tsunami warnings) whose shift assignments are scheduled weeks in advance on a fixed work schedule. If official time is requested and granted on an issue-by-issue basis as they arise, their operational shift would be left vacant (and the public placed at risk) or their manager will have to cover the shift or assign another employee to cover the shift on an overtime basis. Therefore, the Union

asserts that the Agency has historically scheduled these officers official time shifts when planning the work location's fixed schedule.

The Union argues that another issue posed by the Agency's proposal is in section 7. The Agency seeks to impose a requirement that if official time is performed at an alternative worksite, the employee must have a telework agreement in place. The Union states that Regional Chairs and National Officers are functionally precluded from performing most of their official time activities at their NWS office. As operational forecasters, they work in a common open operations area, and do not have private offices. In almost all cases, under the current CBA, the Union argues that its officers have performed their official time shifts at home, using their own or Union resources. The Union asserts that the Agency's insistence that Union representatives must obtain a telework agreement to perform official time at home is illegal.

The Union also takes exception to several other sections in the Agency's proposal, which it states interferes with its rights under the Statute. The Union argues that the Agency is attempting to restrict the Union from having its counsel represent employees in grievance processing, Weingarten meetings, at formal discussions, and in bargaining under the agreement. Specifically, the Union states that section 1 restricts Union counsel to communications only with the Department of Commerce Office of General Counsel. Section 2 provides that the Agency is only obligated to deal with those representatives designated by the Agency, which the Union argues also interferes with its rights under the Statute.¹ The Union further states that section 3(G) of the Agency's proposal illegally restricts employees' rights to attend meetings held by the Union by requiring the employees to obtain permission prior to attending.

In section 4, the Union contends that the Agency's language, which restricts Union representatives to use official time only while engaging in representational matters, interferes with employees' rights to engage in representational matters on their own time. In this respect, the Union asserts that while its officers may not conduct internal Union business on official time, the total prohibition against engaging in Union activities within the working hours or work areas of employees constitutes an illegal restriction on employees' use of "paid free time," and would subject employees to discipline if they solicit a colleague for Union membership during breaks in their duties.²

II. Agency Position

The Agency notes that the Union's offer to cap official time hours at 25 percent of an employee's paid time, in accordance with EO 13837, is a notable concession that narrows the scope of the dispute over this Article, but contends the Union's proposal to retain the existing language of Article 7 fails to recognize the need for other important modifications to the Article, which the Agency states are included in its proposal. The Agency contends that the bargaining unit consists of 3,329 employees as of pay period 4 of 2020, which equates to 3,329 hours of official time under its proposal. The Agency states that this amount of official time is sufficient for the Union to perform its representational responsibilities. The Agency also states that the

¹ See *Dep't. of Transp., Federal Aviation Admin., San Diego, Calif.*, 15 FLRA 407 (1984).

² See *Oklahoma City Air Logistics Ctr., Tinker Air Force Base*, 6 FLRA 159 (1981).

parameters of its proposal prevent excessive or unreasonable use of official time that would interfere with the Agency's mission and result in a waste of taxpayer dollars.

The Agency asserts that its proposal requires written advance requests estimating the amount of official time needed, requires the Union representatives to report official time in the Agency's timekeeping system, and provides for discipline for abusers of official time. The Agency states that contrary to the Union's contention, its proposal does not preclude the practice of pre-scheduling official time, so long as the requests are made in accordance with the procedures and requirements of the Article. The Agency does state that its proposal precludes blanket approvals of official time. The other major issue which the Union identifies in the Agency's proposal is the requirement that Union officers who perform representational duties at places other than their duty stations have a telework agreement in place. The Union claims that this proposal is illegal, but the Agency states that the Authority has held that agreements allowing union representatives to perform representational duties while teleworking is authorized by the Statute.³

III. Conclusion

The Panel will adopt the Agency's proposal, with modification. The parties' main disagreements surround the amount of official time that the Union's representatives will be permitted each year, the scheduling of official time, and whether there should be a telework agreement in place while performing official time at an alternate worksite. The Agency seeks to establish official time limitations consistent with EO 13837; namely that the total amount of official time shall not exceed the equivalent of one hour per bargaining unit employee each fiscal year. The Agency also seeks to limit the amount of time that an employee may spend each fiscal year on official time to 25 percent of their paid time. The Union agrees to the Agency's proposal to follow the EO's 25 percent limitation on official time as long as the EO remains in effect, but it does not agree to a bank of hours for all of its representatives.

The Union asserts that the EO does not mandate that the Union's total amount of official time be capped at one hour per bargaining unit employee. In this respect, the Union is correct. The EO, specifically section 3(a), states that "[a]gencies shall strive for a negotiation union time rate of 1 hour or less..." Notwithstanding, the Panel has now consistently described President's May 2018 EO's on labor-relations matters as an "important source of public policy that the Panel will choose to implement,"⁴ where appropriate. The Panel has also stated that official time agreements that do not exceed the one hour per bargaining unit employee recommendation in EO 13837 would ordinarily be considered reasonable, necessary and in the public interest.⁵ The Panel has required the party moving for such time in excess of that amount to demonstrate that the requested time is reasonable, necessary, and in the public interest.⁶ The Union has not met that burden here.

³ See GSA, 63 FLRA 213 (2009).

⁴ HHS and AFGE, Local 3601, 2019 FSIP 031 (2019).

⁵ *Id.*

⁶ *Id.*

The Union provided affidavits from several of its National Officers. Through those statements, the Union demonstrated that there are many bargaining unit employees that the Officers represent and, as a result, many issues that they must address on a daily basis. While this information certainly is helpful in understanding the responsibilities of the National Officers, it does not demonstrate the need for the Union to exceed the one hour per bargaining unit employee limitation proposed by the Agency.

The Union did not provide any data indicating the time spent and activities performed representing the bargaining unit using official time during each year under the parties' contract. The Panel has repeatedly advised parties to an official time dispute that they each have an obligation to justify their offers on official time under section 7131(d) of the Statute.⁷ When a party has been unable to provide evidence establishing that their offer is consistent with the Statute, the Panel has regularly turned to the guidance and policy set forth in section 3(a) of EO 13837. The result here should be no different for the official time permitted to the Union.

The Panel will adopt the Agency's proposed procedure in section 3 that the Union's officers must follow when requesting official time, and notes that it is consistent with section 5(b) of EO 13837. The Panel will modify the Agency's section 4 proposal and strike the language that prohibits the Union from performing activities related to internal Union affairs during all times of work. The Union demonstrated that this language may violate its rights to engage in solicitation of membership during paid free time, such as during breaks or lunch.⁸ The Panel will also modify section 4(C)(3) of the Agency's proposal because it does not permit the Union president to engage in the same representational activities that the Vice President and Secretary are permitted to engage in under that section. Therefore, inserting the President into this section will alleviate the probable oversight.

For the remainder of the Article, the Panel adopts the Agency's proposal, which permits the Union to use official time for training in section 5, commits management to not interfere with the Union's right to represent employees in section 6, and does not prohibit the Union's official time for statutorily required official time under 7131(a) and (c) of the Statute in section 8. The Union's argument that the Agency's requirement in section 7 that all representatives obtain a telework agreement is illegal is without merit. In *U.S. Dep't of Agriculture Good Safety and Inspection Service*, the Authority held that the location at which official time is to be exercised is a mandatory subject of bargaining.⁹ Consistent with this precedent, an agreement allowing union representatives to perform representational duties on official time while working from remote locations is authorized by the Statute and enforceable unless another law prohibits the agreement.¹⁰ The Union has not identified another law that prohibits the Agency from requiring Union officials to have a telework agreement in place. Thus, the Union has not provided a colorable argument.

⁷ Section 7131(d) provides that official time authorized under it may only be granted where it is "reasonable, necessary, and in the public interest."

⁸ *Oklahoma City Air Logistics Ctr., Tinker Air Force Base, Oklahoma*, 6 FLRA 159 (1981).

⁹ 62 FLRA 364 (2008).

¹⁰ *Id.* at 367.

2. Article 8 – Labor-Management Rights

I. Agency Position

The Agency states that this Article defines the criteria for the utilization of pre-decisional input (PDI) and establishes the structure and terms for Local Office Teams (LOTs), Regional Labor Council (RLC), and National Labor Council (NLC) meetings and bargaining. Section 1 of the Agency’s proposal provides that management will use PDI only. The Agency contends that its proposal is consistent with EO 13812, Revocation of Executive Order Creating Labor-Management Forums, and ensures that PDI will be used to the extent that it determines the cost of doing so brings tangible benefits to the Agency.

The Agency states that sections 3, 4, 5, 6, 7, and 8 establish procedures for LOTs, RLCs, and NLCs. The Agency’s proposal indicates that the purpose of LOTs is to provide labor and management an opportunity for consultation and discussion of matters of local interest, and where required, to fulfill statutory obligations. Like the proposals for LOTs, the Agency states that its proposals for the RLC and NLC meetings provide a reasonable process for consultation and bargaining, and enables the Union to perform its representational responsibilities that impact regional and national matters. On the whole, the Agency asserts that its proposals provide a reasonable process for consultation and bargaining over local, regional, and national issues and affords the Union with reasonable opportunities to perform its representational responsibilities.

II. Union Position

The Union states that its representatives and local and regional managers are well acquainted with the language of and procedures contained in the current version of Article 8, and have been employing them successfully on an ongoing basis at over 150 NWS offices nationwide for two decades. Absent compelling reasons, which the Union asserts that the Agency has not proffered, they should be retained. Therefore, the Union proposes to retain the language of Article 8 in the parties’ current CBA, but with a few changes.

In this respect, the Union states that subsections 2(b)(1) and 3(a),(b), and (c) of the current contract require the Agency to notify the Union of and bargain over the impact in changes in conditions of employment that “materially affect” bargaining unit employees. The Union asserts that this is a higher threshold than what the law requires. Therefore, the Union proposes to change the language from “materially affect” to “more than *de minimis*” to comply with the Statute.

Lastly, the Union argues that the Agency’s proposal restricts the Union’s right to designate representatives for bargaining and bypasses the Union by designating employees as subject matter experts for the purpose of negotiations.¹¹ The Union further argues that the Statute requires face-to-face bargaining, but the Agency’s proposal only requires such bargaining if the parties mutually agree.¹²

¹¹ See *National Oceanic and Atmospheric Admin., Aircraft Operations Center*, AT-CA-05-0402, OALJ 06-19 (2006).

¹² *Dep’t of the Air Force, Griffiss Air Force Base, Rome NY*, 25 FLRA 579, 596 (1987).

III. Conclusion

The Panel will adopt the Agency’s proposal, with modification. Addressing the Union’s legal argument over an alleged bypass by the Agency designating bargaining unit employees as subject matter experts, the Union cites to an ALJ decision in the *National Oceanic and Atmospheric Admin., Aircraft Operations Center*, which is not precedential. Whether the Agency designating a bargaining unit employee to be a subject matter expert is considered direct dealing for which the Agency has an obligation to deal with the Union as the exclusive representative is not clear from the case presented by the Union. Therefore, because the Union has not presented a colorable argument, the Panel rejects this claim.

The Union also argues that bargaining must occur face-to-face under the Statute. The Union cites to the *Dep’t of the Air Force, Griffiss Air Force Base, Rome, New York* to support its position.¹³ However, in that case, the Authority reaffirmed an ALJ’s findings who stated that there is no statutory restriction on the scope of bargaining; the parties themselves may restrict the scope of bargaining through ground rules. The Agency, here, is proposing to precisely do that – restrict bargaining to telephonic or by videoconference. Therefore, the Union has not presented a colorable argument.

On the merits, the Agency provided a more detailed explanation of its proposal, explaining its intent and meaning, while the Union simply asserted that it wished to carry over the current language in Article 8 to the parties’ new contract, with some modifications. The Agency’s proposal encourages PDI when it will provide tangible benefits to the parties, which is consistent with the Office of Personnel Management (OPM) guidance for implementation of EO 13812.¹⁴ The Agency’s proposal establishes the procedures the parties will follow for LOT, RLC, and NLC meetings, such as the number of representatives on each bargaining team, the location of the meetings, the meeting schedules, who may participate in the meetings, and the costs associated with these meetings. To the latter issue, the Agency’s proposal requires the parties to share the expenses associated with such meetings, which will incentivize each party to aim at keeping costs at a minimum. The Panel will, however, modify the Agency’s section 3(C) proposal to remove the word “materially” and replace it with “more than *de minimis*” to correspond with the Statute’s bargaining obligation requirement as pointed out by the Union.¹⁵

3. Agency Article 9 – Mid-Term Bargaining

I. Agency Position

The Agency states its proposal will provide the Union with adequate notice and an opportunity to bargain over changes which materially affect conditions of employment; when proposed changes effect more than one region, the issues will be addressed first at the national level with the understanding that there will be subsequent bargaining at local or regional levels as appropriate; notice concerning changes will be in writing and provided as far in advance as

¹³ *Id.* The Union also cites to NLRB case law, but that is not controlling.

¹⁴ See OPM Guidance for Implementation of Executive Order 13812, <https://www.chcoc.gov/content/guidance-implementation-executive-order-13812> (2017).

¹⁵ See, e.g., *U.S. Dep’t of the Treasury, IRS*, 56 FLRA 906, 910 (2000).

practicable before implementation; and notices will contain a description of, and need for, the change, as well as the implementation date. The Agency's proposal also establishes ground rules for midterm bargaining; time limits for the Union to request clarification or bargaining over the proposed changes; allows management to implement the changes if the Union does not timely respond; and establishes time limits for the commencement of bargaining over any midterm changes.

The Agency contends that section 6 of the its proposal sets forth a process for the parties to try to avoid disagreements over whether past policies, practices, agreements, arbitration awards, and Memoranda of Understanding (MOUs), which predate the CBA remain in effect. In the event of such disagreements, the Agency states that the position of management will prevail pending resolution of the dispute by means of the negotiated grievance procedure or other appropriate means. The Agency argues that disagreements of this nature have frequently arisen between the parties. The Agency states that its proposal enables the Agency to maintain its position while allowing an opportunity for the parties to bargain and reach agreement on the resolution of such disagreements and disputes.

II. Union Position

The Union asserts that the Agency has proposed a new Article 9 containing entirely different procedures by which the parties are to bargain over changes in conditions of employment, including different deadlines and requirements to bargaining. The Union argues that the Agency's proposal, which conditions bargaining on the submission of written proposals in advance is a waiver of its bargaining rights. The Union also states that the procedures contained in Article 9 are limited to bargaining over only the impact and implementation of management-initiated changes in conditions of employment. In this respect, the Union asserts that it omits any process by which the Union can submit midterm bargaining proposals over a matter that is not covered by the CBA. The Union argues that it has a statutory right to bargain over such proposals.

III. Conclusion

The Panel will adopt the Agency's proposal, with modification. The Agency's Article 9 details the procedures that the parties will follow for midterm negotiations, such as when and how the Agency will provide the Union notice to bargain, the timeframes to initiate negotiations, and ground rules that the parties will follow when bargaining. The Agency proposes to provide notice and an opportunity to bargain over changes that "materially affect conditions of employment." As previously stated, this language is not consistent with the Statute, which requires the change to be more than *de minimis* to trigger bargaining obligations. As such, the Panel will modify the Agency's proposal to require notice when a change is more than *de minimis*.

The Union argues that parties should abide by the current contract language, which keeps midterm bargaining matters within Article 8. The Union contends that the Agency's Article 9 proposal is more formal than the parties' current midterm bargaining language; however, based on the parties long and drawn out bargaining history over this contract, it is clear that they will both benefit from a new approach to bargaining. A more structured approach will better serve

the parties in their future bargaining efforts. In this respect, the Agency's proposal ensures that the parties follow specified timeframes, which will ensure that bargaining transpires in an effective and efficient manner.

The Union also argues that conditioning bargaining on the submission of written proposals is a waiver of the Union's rights; however, the Union's argument does not have merit. One of the cases cited by the Union, *Environmental Protection Agency* actually stands for the opposite proposition that the Union argues.¹⁶ Parties may advance proposals over the procedures for bargaining, which can include written proposals. The Union does point out that the Agency's proposal does not provide for procedures and arrangements if the Union wishes to submit a midterm bargaining request over a matter not covered by the CBA. The Panel will modify the Agency's proposal, section 2, to include language that permits the Union to make midterm bargaining requests, such as the following: "Similarly, when the Union initiates a midterm bargaining request over a matter that requires bargaining under the Statute, the Agency will negotiate with the Union to the extent required by law."

The Agency also proposes that it may implement the proposed change if neither party requests the services of the Panel within seven days from the negotiation process. The Agency is free to implement the proposed change if it allows the Union a reasonable period of time to invoke the Panel's assistance.¹⁷ To satisfy this obligation, the Agency must notify the Union that it considers the parties to be at an impasse and inform the Union when it intends to implement the proposed change.¹⁸ When the Agency gives the Union notice and if the Union fails to timely invoke the services of the Panel, the Agency may lawfully implement its last best offer.¹⁹

The Agency's proposed language corresponds to its statutory obligations, but it seeks to set a specified timeframe when the Agency may implement its last best offer. This period of time may vary from one circumstance to the next. Rather than tie the Agency's hands to a specified period of time that may or may not be lawful under the circumstances, the Panel will impose the following language in 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."

Finally, the Agency proposes that if there is a disagreement over whether or not a past practice, policy, or agreement remains in effect, the Agency's position will prevail pending the resolution of the dispute. The Statute requires the parties to maintain the status quo unless the change proposed is necessary for the functioning of the Agency.²⁰ The Agency provided no rationale for requiring the parties to adhere to the Agency's position. As such, the Panel will modify the Agency's section 6 proposal to indicate that the parties will adhere to the statutory

¹⁶ See, *EPA 16 FLRA 602, 613 (1984)*.

¹⁷ See *Dep't of Labor, Wash., D.C., 60 FLRA 68, 70-71 (2004)*.

¹⁸ See *U.S. INS, Wash., D.C., 55 FLRA 69, 73 (1999)*.

¹⁹ See *Dep't of Labor, Wash., D.C., 60 FLRA 68, 71 (2004)*.

²⁰ *HUD, 23 FLRA 435, 436 (1986)*.

requirements during the pendency of a dispute, such as the following: “[T]he parties will adhere to the statutory requirements pending the resolution of the dispute.”

4. Union Article 9 – Quality of Life and Family Friendly Policies

I. Union Position

The Union proposes a new addition to the CBA to cover work life balance and family friendly provisions in the contract. The Union contends that this Article will optimize organizational performance, retention, and improve employee job satisfaction. The Union states that this Article will also enable the parties to work together to maintain safe, healthy, and an environmentally friendly workplace to create a positive atmosphere where employees can work.

II. Agency Position

The Agency does not have a proposal for this Article. The Agency states that the Union’s proposal covers several topics that are addressed in other parts of the CBA (e.g., leave) or in regulations (e.g., emergency evacuation); expands LOT/RLC/NLC involvement into areas that are within management’s discretion; imposes substantial costs on the Agency (e.g., restoration of annual leave, emergency evacuation payments and administrative leave, child care subsidy, and environmental improvements), and would limit management’s ability to fill vacancies.

III. Conclusion

The Panel will require the Union to withdraw its proposal. The Union proposes a new Article in the parties’ CBA to address employee morale and quality of work life. While the Union’s proposal addresses important aspects of an employee’s career, it does not establish the need for a standalone article. The Agency is well advised to address and respond to such matters. The topics that the Union addresses in this Article are addressed in other articles, federal regulations, and by the Statute. Based on this order, it’s unnecessary to address the Agency’s legal arguments.

5. Article 10 – Grievance Procedure

I. Agency Position

The Agency asserts that its proposal establishes procedures for prompt and equitable resolution of grievances consistent with the requirements of section 7121 of the Statute. In this regard, the Agency asserts that its proposal establishes reasonable time limits and allows for extensions of time limits by mutual agreement up to 15 days, and it provides that if the Agency fails to observe a grievance processing time limit, the grievance will be elevated to the next step. The Agency also states that its section 3 incorporates exclusions from the grievance procedure set forth in section 7121 of the Statute, but also excludes grievances for removals of misconduct and performance consistent with section 3 of EO 13839, Executive Order Promoting Accountability and Streamlining Removal Procedures Consistent with Merit Systems Principles.

The Agency argues that the Union's proposal includes a list of matters to exclude from the grievance procedure, but stops short of excluding grievances over removals. The Agency contends that the Union's proposal is not consistent with the EO's mandate that the Agency shall endeavor to exclude removals from the grievance procedure.

II. Union Position

The Union proposes to retain the language in the current Article 10 of the CBA with one change to the list of exclusions contained in section 1. The Union proposes to exclude "any other matter excluded by law or government-wide rule or regulation." The Union contends that this language would exclude those matters contained in section 4(a) of EO 13839 (assignment of ratings of record; and the award of any form of incentive pay; including cash awards; quality step increases; or recruitment; retention; or relocation payments) so long as the EO remains in effect. The Union states that the language is not intended to exclude grievances over removals discussed in section 3 of the EO because that is not a mandatory exclusion and only directs agencies to seek such an exclusion. The Union further states that the ability to grieve a removal is not burdensome on the Agency, as there have only been two such arbitration cases since the parties' first nationwide agreement in the 1980s.

The Union argues that section 9 of the Agency's proposal contains a prohibition against releasing personal information to the Union needed for grievance processing or arbitration, without the employee's consent. The Union argues that this would be a waiver of the Union's right to information under § 7114(b)(4) of the Statute. The Union also argues that section 13(B) of the Agency's proposal makes a distinction between grievances affecting "the Union's institutional rights" and those which it has filed on behalf of unit employees. The Union states that it has an institutional right to represent employees in the grievance procedure, as well as an institutional right to enforce the CBA it has negotiated. Although management has proposed a procedure in section 14 for the Union to file grievances on behalf of employees' interests, the Union states that it is limited to only "matters affecting employees from more than one Region." The only other grievance procedure proposed by management is found in section 11, but the Union states that it is limited to grievances filed by individual employees, and not the Union. Thus, the Union states that the Agency's Article 10 would preclude the Union from exercising its statutory right to file grievances on behalf of employees unless it concerns a matter that affects employees in more than one region.

III. Conclusion

The Panel will impose compromise language. The parties' main disagreement is over the matters that will be excluded from the grievance procedure. The parties agree to exclude several matters from the grievance procedure, including matters articulated under section 4 of EO 13839, which include ratings of records and the award of any form of incentive pay, including cash awards; quality step increases; or recruitment, retention, or relocation payments. The Agency, however, also proposes to exclude removals for misconduct or performance; disapproval of an honorary or discretionary award; the substance of performance standards and elements/measures and/or the determination as to whether an element/measure is critical or non-critical; progress reviews; issuance of a performance improvement plan; non-selection from a group of properly ranked and certified candidates; and matters which can be raised as an EEO complaint.

For matters pertaining to removals, the Panel has held that it will not automatically exclude these topics from the grievance procedure. This holding is consistent with section 3 of EO 13839. In this respect, the EO states, “[w]henever reasonable in view of the particular circumstances, agency heads shall endeavor to exclude from the application of any grievance procedures negotiated . . . any dispute concerning decisions to remove any employee from Federal service for misconduct or unacceptable performance.” Thus, the exclusion over removals is not automatic. Instead, the Panel has required the party to demonstrate “convincingly” in the “particular setting” of the dispute whether the grievance exclusion is warranted, consistent with *AFGE*.²¹

The Panel has adopted proposals to exclude grievances involving “the award of any form of incentive pay, including cash awards; quality steps increases; or recruitment, retention, or relocation payments” from the negotiated grievance procedure where the opposing party does not rebut the exclusion. Excluding those matters is consistent with section 4(a)(ii) of EO 13839. This directive comes without qualification, which states that the federal agencies “shall” refrain from taking several types of personnel actions, including agreeing to language that would permit challenges to employee awards. However, the Panel is not an “agency” within the meaning of the EO and is not obligated to enforce its terms.

The Agency has not demonstrated “convincingly” that the Panel should exclude removals from the parties’ grievance procedure. It has not provided any evidence or support for this exclusion. Further, the Union has demonstrated that including these matters in the grievance procedure will not be onerous on the Agency, since the parties have only litigated two matters involving removals since the 1980s.

Similarly, the Agency has not provided rationale or support for the following exclusions under section 3 of its proposal: progress reviews; the issuance of a performance improvement plan; and matters which can be raised as an EEO complaint. The Panel, however will impose the grievance exclusion over disapproval of an honorary or discretionary award, since the Union has not offered persuasive rationale to not exclude those matters. The Panel will exclude non-selections from a list of properly ranked and certified candidates, as a non-selection from among a group of properly ranked and certified candidates is not an appropriate basis for a formal complaint or grievance under 5 C.F.R. § 335.103(d). Finally, the Panel will exclude the substance of performance standards and elements/measures and/or the determination as to whether an element/measure is critical or non-critical from the grievance procedure, as a proposal challenging those matters may interfere with management rights under the Statute.

For the remainder of the Article, the Panel will impose the Agency’s Article, with the following modifications. Under section 6 of the Agency’s proposal, the Union argues that if an employee who has filed a grievance departs from the bargaining unit then the Union should be able to continue with the grievance. The Agency, however, limits the ability of the Union to pursue the grievance to arbitration. The Panel will strike this language from the Agency’s proposal.

²¹ 712 F.2d 640,649 (D.C. Cir. 1983).

The Panel will strike the Agency's section 7(B) proposal, which indicates that employees may not choose a representative other than the Union to represent them in the processing of a grievance, as that may violate the employee's rights under section 7102 of the Statute. Similarly, section 7(A) of the Agency's Article may violate an employee's choice to designate a representative of its choosing by stating that employees will normally be represented by the local steward. The Panel will strike this language and all other language that designates the specific representative for the Union.

Finally, the Union argues that the Agency's proposals in sections 13 and 14 do not provide the Union a right to file grievances on behalf of an employee, which limits the Union's statutory right. However, under section 3(A) of the Agency's proposal, it indicates that the Union may present and process a grievance on behalf of any employee in the bargaining unit. Therefore, sections 13 and 14 should be read in conjunction with section 3(A), to permit the Union to file a grievance on behalf of employee and not as a waiver of that right. Similarly, the Union's argument that the Agency's section 9 proposal, which requires the employee to consent to release of information violates the Statute, is not colorable.²²

6. Article 11 – Arbitration²³

I. Agency Position

The Agency asserts that the parties' proposals are similar in many respects, but the principal differences have to do with allocation of costs. The Agency states that its proposal provides that no overtime or premium pay will be allowed for time spent on arbitration hearings and that transcript costs will be shared by the parties. Conversely, the Agency contends that the Union's proposal allows for the possibility of overtime and premium pay and requires the Agency to pay for the full cost of transcripts. The Agency states that its final proposal also includes language regarding identifying and resolving arbitrability issues in section 1, and requires the parties to exchange witness lists in section 4. Finally, the Agency states that it is not opposed to the Union's proposal to consider arbitrators from the National Academy of Arbitrators (NAA).

II. Union Position

The Union proposes to retain the language of Article 11 of the current CBA with one change to the wording of the second sentence of section 1. The Union proposes to include the requirement that Arbitrators must be members of the NAA. The Union states that the parties have agreed to limit FMCS requests to NAA members in each case arbitrated under the current agreement and last year the parties' counsel made an explicit agreement to do so in all future cases.

²² See *Dep't of the Air Force, 56th Support Group, MacDill AFB, Fla.*, 51 FLRA 1144, 1150 (1996). It is not enough that an employee has asked for union representation in a particular matter; the employee must specifically consent to the release of information.

²³ The parties reached tentative agreements on sections 7 and 10 of this Article.

The Union argues that the Agency's proposal to bifurcate the arbitrability and merits hearings in all cases should be rejected because it will foster delay and increase costs. The Union states that section 3(A) of the Agency's proposal would allow it to unilaterally insist that arbitration hearings on Union or management grievances be held at NWS headquarters. Presently, if the parties cannot decide, the Arbitrator selects the location. The Union asserts that this allows the Arbitrator to weigh whether the hearing should be held elsewhere, such as where the dispute arose and where the witnesses are located.

Finally, the Union contends that the last sentence of section 4(A) of the Agency's proposal asks the Union to "recognize that Arbitrators in federal sector arbitrations do not have subpoena power." The Union asserts that federal sector arbitrators do, in fact, have subpoena power. The Union contends that Arbitrators have routinely granted subpoenas in arbitration cases between the parties, and they are particularly important for reluctant witnesses, including managers as well as bargaining unit employees, who fear retaliation from either management or their co-workers for voluntarily testifying.

III. Conclusion

The Panel will adopt the Agency's Article, with modification. The parties disagree over the arbitration procedures that will be contained in the successor CBA. The Agency's proposal requires the parties to share the fees and expenses associated with an arbitration, which will keep both parties motivated to avoid unnecessary costs. The Agency's section 4(F) proposal to not afford overtime pay to employees participating in arbitration is an attempt by the Agency to save more expenses associated with the arbitration, but this proposal may actually have the opposite effect. If there is a provision in the contract that does not permit the Agency to pay for overtime pay in connection with a grievance, the Arbitrator may need to schedule an entire day for that arbitration when he or she may have been able to conclude the matter by continuing the arbitration for a few hours after the employee's duty day. This may actually increase costs and not minimize them. The Panel will strike this language.

The Panel will modify the Agency's section 3 proposal to permit the Arbitrator to determine the location of the hearing when the parties cannot agree, which will promote fairness and neutrality. The Panel will strike the language in the Agency's section 4 proposal because, as demonstrated by the Union, Arbitrators do have subpoena power.²⁴ The Panel will also modify the Agency's section 1 proposal to include language that the Arbitrators who the parties request from FMCS will be members of the NAA, since both parties have agreed to that modification.

Lastly, the Union argues that the Agency's proposal to bifurcate the arbitration process will foster delay and increase costs; however, a bifurcated hearing may actually accomplish the opposite. The goal of bifurcation is actually to prevent unnecessary costs expended at a hearing by uncovering the weaknesses of the case, e.g., whether there are any defenses that may prevent the matter from moving forward to a hearing on the merits, which ultimately, may encourage settlement. As such, the Panel will adopt the Agency's proposal with the above-referenced modifications.

²⁴ See *AFGE, Local 922*, 354 F. Supp. 2d 909, 915 (E.D. Ark. 2003).

7. Article 13 – Performance Management

I. Agency Position

The Agency's proposal replaces the current pass/fail performance evaluation system with a 5-tier rating system. The Agency argues that it provides management with the flexibility to distinguish employee performance; identify and reward superior performers; better address problem performers, incentivize high performers; increase accountability for lower performers; and increase communication between management and employees on performance goals and objectives. The Agency's proposal also provides that for performance improvement plans (PIPs), 30 days will generally be considered to be a reasonable time to improve, to align the proposal with restrictions on use of PIPs contained in Executive Order 13839. Finally, the Agency contends that the Union's proposal is non-negotiable because it does not permit the Agency to replace the current pass/fail system with the new 5-tier rating system.

II. Union Position

The Union proposes to retain the existing language of Article 13 in the current agreement, which will keep employees on the pass/fail performance system. The Union contends that the Agency's proposal is contrary to law because they commit management to a 5-tier performance rating system.

III. Conclusion

The Panel will adopt the Agency's proposal. The parties' disagreement is over their performance management system. The Union argues that the Agency's proposals to modify the parties' performance management system from pass/fail to a 5-tier rating system is contrary to law, is without merit. It is well settled that the Agency has the right to establish the particulars of its performance rating system, including the elements under which the employees will be rated, pursuant to its statutory right to assign work.²⁵ As such, the Union's argument is not colorable.

On the merits, the Agency's proposal acts like a handbook for employees and managers alike, which will ensure that the parties are on the same page, creating an effective and efficient system for the parties to follow. The Agency's proposal establishes a comprehensive performance management system that defines employee expectations and objectives. In this respect, it defines the summary rating that employees must obtain in order to meet an acceptable level of performance (Level 3) and explains and differentiates between the levels of performance in section 5(k). It not inconsistent with EO 13389 by allowing an employee 30 days to demonstrate improvement should an employee's performance fall to a Level 1.²⁶ It provides employees and managers with guidance regarding their responsibilities during the performance cycle in section 6. It encourages managers to provide employees training opportunities that will permit their careers to develop in section 10. It provides employees information about obtaining performance award increases, such as within-grade increases in section 16. Finally, the Agency's proposal excludes the contents of an employee's performance plans from the grievance

²⁵ See *NTEU*, 13 FLRA 325 (1983).

²⁶ Section 4(c) of EO 13839.

procedure. This exclusion is consistent with Panel's order under Article 10. As such, the Panel will impose the Agency's Article on Performance Management.

8. Article 14 – Merit Assignment Program²⁷

I. Agency Position

The Agency asserts that its proposal incorporates the June 2019-NOAA Merit Assignment Plan (NOAA MAP). By doing this, the Agency contends that its proposal avoids uncertainty, ambiguity, or inconsistency concerning the Merit Assignment Program. The Agency states that the Union received notification of the new NOAA MAP on July 17, 2019, and made recommendations to it during its exercise of its national consultation rights. The Agency, however, contends that the Union's proposal deviates in significant respect from the NOAA MAP and interferes with management rights over hiring, staffing, and budget. Specifically, in section 5, it requires the Agency to staff specific positions and limits the Agency's discretion over hiring selections.

Regarding the Union's proposal to retain the current Article 14, the Agency states that language is outdated and obsolete. In this respect, the Agency contends that the CBA language refers to hiring practices that have not been used for 20 years (e.g., rating boards, limiting the number of names for hiring and promotion actions) and have been modified or rendered obsolete by OPM rules or procedures for hiring. Finally, the Agency states that the Union's claim that the proposal to incorporate the MAP would allow the Agency to change its terms at will is not accurate, as the Agency's proposal does not include that right.

II. Union Position

The Union states that the Agency's proposal to allow it to change the terms of the MAP at will, rather than negotiating is illegal. The Union states that the Agency issued a new MAP via NOAA Administrative Order 202-1109 on December 1, 2019. However, the Union contends that the order specifically states in section 2.02 that it does not apply to competitive service actions for bargaining unit employees. Thus, the Union states by this order, it cannot be made applicable to bargaining unit employees.

The Union also argues that it never had an opportunity to negotiate over NOAA MAP. The Union states that the Agency did send a letter offering the Union the opportunity to exercise its consultation rights on a new draft MAP. The Union offered its consultation rights comments on July 29, 2019, and the Agency responded to those comments on August 2, 2019. The Union wrote back asking for clarification of what suggestions had been incorporated into the final version. On August 5, 2019, the Agency responded that "none of NWSEO's recommendations were adopted, but section 14 will be rewritten to incorporate the spirit of NWSEO's recommendations." Thus, the Union asserts that the provisions of the NOAA MAP were not yet finalized by the time the parties last bargained on July 30, 2019.

III. Conclusion

²⁷ The parties reached tentative agreements on section 1 of this Article.

The Panel will adopt the Union’s proposal, with modification. The parties disagree over whether the NOAA MAP will be incorporated into the CBA pursuant to the Agency’s proposal, or whether the parties will carry over the language from their current CBA on the MAP. The Union contends that the MAP does not apply to bargaining unit employees. The Union’s argument appears to be correct. When the Agency issued NOAA Administrative Order 202-1109 in December 2019, the purpose of which was to implement the MAP policy, section 2.20 of the Order specifically stated that MAP procedures do not apply to bargaining unit employees covered by negotiated agreements. Further, even if the Agency did amend that language to include bargaining unit employees, which the Agency did not reveal to the Panel, the Union has provided a colorable argument that it was not provided an opportunity to negotiate over the MAP.

In this respect, as demonstrated by the evidence submitted by the Union, the parties were in the “national consultation”²⁸ phase of negotiations in July 2019, at the same time that the parties concluded negotiations over this successor CBA. Thus, the Agency was obligated to provide the Union an opportunity to negotiate once the policy was finalized. As a result, the Panel will impose the Union’s Article, but modify the Article by requiring the parties to implement the following language:

“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.”

9. Article 16 – Details and Temporary Promotions

I. Agency Position

The Agency asserts that its proposal defines and outlines the procedures to process details and temporary promotions, and provides management full discretion to make selections among eligible and qualified employees for non-competitive temporary promotions. The Agency states its proposal is intended to eliminate a past practice of processing temporary promotions that was established by an Arbitrator,²⁹ which required a temporary promotion of any bargaining unit employee assigned the duties of a higher-graded position, even for one day. The Agency states that this arbitration award has resulted in administratively burdensome and costly requirements to process temporary promotions when employees are detailed to higher grade assignments for short periods of time. Therefore, the Agency asserts that its proposal enables an employee to be detailed to a higher-graded position for a short period of time without a pay adjustment or temporary promotion.

²⁸ Under section 7113 of the Statute and section 2426.1(b) of the Authority’s Regulations, an agency must consult with a union on agency-wide regulations it plans to promulgate if a union meets certain criteria establishing its entitlement to national consultation. After an agency implements the regulation, it still has a duty to fulfill its bargaining obligations with the union. *See Veterans Administration Central Office*, 9 FLRA 323 (1982).

²⁹ *See Dep’t of Commerce, NOAA*, 58 FLRA 490 (2003).

II. Union Position

The Union proposes to retain the existing Article 16 and related May 2001 side agreement concerning temporary promotions enforced by an Arbitrator.³⁰ The Union argues that the Agency should have to abide by a 2001-side agreement, which requires the Agency to temporarily promote employees if they have filled a vacant position for 20 consecutive days. In this respect, the Union states that employees are temporarily promoted without regard to the consecutive number of shifts they are assigned to work the higher graded position, so long as the position remains vacant for 20 days. The Union asserts that this usually has occurred when a General Forecaster has been assigned to cover a Lead Forecaster shift that is vacant because the position has not been filled. When the General Forecaster is assigned to the Lead Forecaster shift, he or she will assume the final responsibility as to whether to issue severe warnings for their forecast office area, which is populated on average, by 3 million people.

The Union contends that last year, the NWS Director testified before the House Science Committee that there were, at times, 434 unfilled vacancies in NWS. Consequently, the Union states that it is essential to retain the side agreement in order to ensure that employees who are routinely assigned to perform higher graded duties as a result of an unfilled vacancy. Without such agreement, the Union asserts that the Agency would have no incentive to permanently fill these positions.

The Union further states that the Agency's proposal would also make it harder for employees who are assigned higher graded duties in other circumstances to qualify for a temporary promotion. As previously stated by the Union, such employees are entitled to a temporary promotion under Article 16 when they are assigned to higher graded duties for 20 days or more, but management has proposed to change that to two pay periods. The Union argues that although there are 20 work days in two pay periods, the 20-day assignment would have to coincide precisely with two pay periods to entitle the employee to a temporary promotion. If the employee is assigned the higher graded duties at the beginning of the second week of a particular pay period, for example, he or she would have to work more than two pay periods to receive a temporary promotion.

III. Conclusion

The Panel orders the parties to withdraw their proposals. The parties' disagreement is over the procedures and arrangements surrounding details and temporary promotions. The Agency has proposed new language to be included in the CBA to cover these matters, while the Union has proposed to carry over the current language in the parties' contract. Neither party provided sufficient support for its proposal, so the Panel will order the following language on the parties:

“Temporary promotions and details shall be addressed pursuant to OPM guidelines.”

³⁰ *Id.*

10. Article 17 – Training and Career Development

I. Agency Position

The Agency states that its proposal recognizes that it is within management’s discretion to identify and assign training and determine content, methods, and frequency of training, but also provides that training will be offered “as equitably as practicable.” The Agency states that its proposal allows the Union to offer proposals for training, and commits the Agency to give due consideration to Union recommendations. Conversely, the Agency contends that the Union’s proposal allows for impact and implementation bargaining, which would delay the provision of training; requires the Agency to maintain a Learning Management System (which is duplicative of the Department of Commerce Learning Center); establishes a Training Review and Career Development Board; requires management to approve applicants for the University Assignment Program; allows appeals and grievances to challenge non-selection decisions, which would interfere with management rights; provides time off for preparation of applications to the program; and requires the Agency to justify decisions to deny participation in the mentoring program.

II. Union Position

The Union contends that this Article warrants updating because the current agreement is outdated due to changes in the NWS training programs. The Union believes that Union input to training are essential to a well-trained workforce. The Union argues that it has a right under the Statute to bargain the impact and implementation bargaining over management’s exercise of its right to assign training.

III. Conclusion

The Panel will adopt the Agency’s proposal, with modification. The parties disagree over how the Agency will provide and deliver training to its employees. The Union argues that the Agency’s proposal does not permit it to negotiate over training. However, the Agency’s section 1 proposal permits the Union to advance proposals over training. Nonetheless, the Panel will modify the Agency’s proposal to include the following language in section 1:

“The Agency will notify the Union when making substantial or more than *de minimis* changes to its training program.”

Lastly, although not contained in the Agency’s proposal, the Agency argues that the Union should not be permitted to grieve a management decision not to select an employee for training because it would interfere with managements rights; however, the Agency has not provided any case law to support its position. The Agency has not demonstrated “convincingly” in this setting that the Panel should preclude grievances of this matter. As such, the Panel will not exclude this matter from the parties’ negotiated grievance procedure.

11. Article 19 – Leave

I. Union Position

The Union accepts the Agency's proposal for this Article, with the exception of five sections. The Union proposes to retain the corresponding language of the current agreement in lieu of the Agency's proposal for the following five sections. In the Agency's proposal section 2, paragraph 3, the Union proposes to retain the language that appears in section 1(a), paragraph 2 of the current agreement because it will continue to require the Agency to notify each employee in October of their need to schedule "use or lose" leave before the end of the year. In the Agency's proposal section 3(c), the Union proposes to retain the language that appears in section 2(c) of the current agreement, which allows the Union's steward to designate the peak leave period for the year, for which employees must submit advance leave requests for simultaneous consideration by management. The Union contends that the Agency's proposal would allow the local manager to designate those peak periods instead.

In the Agency's section 6(f), (g), and (h), the Union proposes to retain the language that appears in section 3 of the current agreement. The Union states that the Agency's proposal increases the burden on employees to provide medical documentation to justify sick leave. Presently, the Union states that employees can self-certify the need for sick leave in excess of three days, so long as it provides, in the supervisor's judgement, adequate information justifying the use of sick leave. The Union argues that the Agency's proposal would require documentation in all cases of sick leave and would require a medical certificate for any leave in excess of three days, which the Union states may result in an unnecessary medical visit and attendant costs. Under the Union's proposal, it states that a supervisor may always require additional documentation when there is a reasonable doubt as to the validity of the employee's claim.

Finally, the Union takes exception with the Agency's section 10 and section 19 proposals. The Union contends that the Agency is attempting to roll back an arbitration award affirmed by the Authority in section 10, which permits employees to leave during the period when he or she is on jury duty.³¹ The Union argues that the existing agreement not only protects employees, but benefits the Agency by ensuring employees are not exhausted when reporting for work or jury duty. The Union also states that it does not agree to the Agency's section 19 proposal, which proposes that the parties abide by the new Article 9 for midterm bargaining (the Union proposes to abide by Article 8 for such matters).

II. Agency Position

The Agency contends that the Union's final offer to accept the Agency's proposal with modifications narrows the scope of the dispute, but is still unacceptable to the Agency. The Agency states that the Union misconstrues the Agency's proposal concerning documentation for sick leave. The Agency asserts that its proposal generally allows employees to self-certify for absences of three days or less, but for absences longer than three days, acceptable evidence is required.

The Agency states that its proposal also clarifies the treatment of court leave in section 10. The Agency states that the Union has taken the position that an employee is entitled to court leave for the entire duration of court service, regardless of whether the employee is actually

³¹ See *Dep't of Commerce, NOAA*, 67 FLRA 356 (2014).

required to report for court service each day. The Agency asserts that its proposal tracks the law and regulations, and eliminates ambiguity concerning entitlement to court leave. In this respect, it indicates that employees are not entitled to court leave on days that they are not required to be physically present in court, such as on days the employee is required to call-in, a court holiday, or temporary excusal/dismissal.

III. Conclusion

The Panel adopts the Agency's proposal, with modification. The Union accepts the Agency's proposal on the use of leave with the exception of five sections. The Union takes exception with section 2, paragraph 3 of the Agency's proposal, which advises managers to make reasonable efforts to allow employees to take two or even three weeks of consecutive leave. The Union only contends that it prefers to continue the existing language in the current contract. This argument is not compelling.

The Union takes exception with the Agency's section 3(c) proposal, which requires employees to submit leave requests during "peak periods" at least 60 days in advance. The Union argues that employees should be permitted to designate the peak periods. The Panel disagrees. Management should have the discretion to determine when peak periods occur based on the manpower needed and workload of the division.

The Union also takes exception with sections 6(f), (g), and (h) of the Agency's proposal. Section 6(f) indicates that management may grant sick leave when the need for sick leave is supported by administratively acceptable evidence as to the reason for the absence; section 6(g) articulates the types of evidence that management will accept; section 6(h) provides that employees may self-certify the use of sick leave for periods of three days or less absent suspected leave abuse. The Union argues that the Agency's proposal puts a burden on employees to provide medical documentation, but the Agency's proposal, as it explains, does not require employees to provide such documentation in every instance. Instead, it requires medical documentation only when sick leave is for more than three days.

Finally, the Union argues that the Agency's section 10, which details the requirements for employees to be entitled to court leave is contrary to an arbitration award affirmed by the FLRA.³² In that case, the Authority stated that an Arbitrator's enforcement of section 11 of the parties' agreement was not contrary to 5 U.S.C. § 6322, when the Arbitrator found that the Agency improperly denied an employee court leave for weekend days, which he was scheduled to work. Section 11 of the current agreement states that [a]n 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."

The statutory provision authorizing court leave - 5 U.S.C. § 6322 – provides in pertinent part that an employee is entitled to leave, without loss of, or reduction in pay, leave to which he otherwise is entitled, credit for time of service, or performance of efficiency rating, during a period of absence with respect to which he is summoned, in connection with a judicial

³² *Dep't of Commerce, NOAA*, 67 FLRA 356 (2014).

proceeding by a court or authority responsible for the conduct of that proceeding to serve as a juror. The Comptroller General held that an employee is entitled to compensation for regularly scheduled working hours although he is not scheduled for actual jury service when it would impose a hardship upon him to return to his regular work.³³ It has also been held by the Comptroller General that employees may be excused from their regularly scheduled night duties when the employee serves on a jury during the day without charge to annual leave and with compensation at the night differential rate.³⁴

The Agency's proposal does not entitle employees to court leave on days when they are not physically present in the court. The Agency argues that its proposal is consistent with law and regulation, but does not provide any authoritative sources which support its argument. The above-cited decisions by the Comptroller General present a colorable argument that the Agency's proposal may not be permissible. Further, the arbitration award, which was enforced by the Authority, makes it clear that court leave is granted for the whole period that an employee is on jury duty.³⁵ Because the Agency has not provided support for its proposal, the Panel will adopt the Agency's proposal, but strike the Agency's section 10 language and instead require the parties to adhere to the current contract language in section 10 of the Union's proposal, which will permit employees leave to serve on a jury for their entire period of service.

12. Article 20 – Work Schedules for Rotating Shift Workers and Article 21 – Work Schedules for Employees Who Do Not Work on a Rotational Shift Basis³⁶

I. Agency Position

The Agency contends that Articles 20 and 21 establish principles governing the scheduling of rotating and non-rotating shifts that are essential to the Agency's ability to accomplish its mission. The Agency argues that its proposal defines management's rights and provides it with the flexibility needed over staffing requirements, start times, the number of employees to be assigned to shifts, leave planning, and to establish and temporarily suspend alternative work schedules (AWS). The Agency states that the recognition of management's authority to determine staffing requirements is essential to override a 2007 arbitration decision involving staffing at the Missoula, Montana Forecasting Office, which requires the Agency to maintain two-employee shifts.³⁷ The Agency contends that technological advances have allowed it to operate with fewer than two people per shift. The Agency further states that The Weather Research and Forecasting Innovation Act requires flexibility for management to align staffing with evolving operational needs.

II. Union Position

The Union argues that Article 20 is the most important article in the CBA for most bargaining unit employees. With the exception of section 13, the Union asserts that the

33 *Comptroller Gen. Warren to the Pub. Printer*, 26 Comp. Gen. 413, 413 (1946).

34 *Comptroller Gen. Warren to the Adm'r, Gen. Servs. Admin.*, 29 Comp. Gen. 427, 427 (1950).

35 *Id.*

36 The parties reached tentative agreements on Article 20, section 3 and Article 21, sections 1, 3, 4, 5, and 6.

37 See *National Weather Service and National Weather Service Employees Organization*, FMCS 06-04457-7 (2007).

scheduling procedures of this article have been in place since the 1980s. The Union states that they have served as the “ground rules” by which the NWS operational workforce have consistently provided its valuable services to the public. The parties have developed work schedules and rotations and long-term planning schedules under the provisions of this Article, which the Union argues should not be disrupted by implementation of a new system.

The Union proposes to retain the existing language of Article 20, with one clarification to the end of section 12(e): “including the right, in appropriate circumstances, to negotiate flexible schedules.” The Union contends that this phrase will make clear that in addition to the agreement to negotiate and implement compressed work schedules discussed in subsection (a) through (d) of this section, the Union has the right to also negotiate flexible work schedules, and that the Union is not waiving its right to negotiate other forms of alternative work schedules within the Flexible Work Schedules Act.

The Union states that each Weather Forecast Office serves on average 3 million people, and the Washington, DC Forecast Office (located in Sterling, VA) provides forecasts and warnings of severe weather to over 9 million people. The Union asserts that it is a large responsibility to place on one person, working alone overnight, in a stand-alone facility, full of computer and other electronic equipment. In its FY 2020 budget request, the Agency sought permission from Congress to reduce its forecaster workforce in anticipation of reduced shift staffing. “[A]n office would have only one person on duty” the Agency told Congress (while acknowledging that “the safety and security of NWS employees” was a concern).³⁸ However, the Union argues that both Houses of Congress rejected this request. The NWS’s request “would only serve to exacerbate the staffing problems” the House Appropriations Committee wrote.³⁹ The Union states that the Agency offers no proof of its claim that technological advances have enabled the Agency to operate with fewer than two forecasters on a shift. Finally, the Union argues that several of the Agency’s proposals in Article 20 and 21 violate the law.

III. Conclusion

The Panel will adopt the Union’s proposal. The parties disagree over the employees’ schedules in Article 20 and 21 of the successor CBA. The Agency seeks to modify the parties’ language in these two articles, which has existed for approximately 40 years, but offers little support for doing so. The Agency states that its proposals provide it flexibility over staffing requirements, start times, the number of employees assigned to shifts, and the ability to establish and temporarily suspend AWS; however, it does not explain how the current contract language memorialized in the Union’s proposal does not accomplish these objectives.

The Agency states that it would like to supersede a 2007 arbitration that required the Agency to maintain two-employee shifts because advances in technology have allowed the Agency to operate with fewer than two employees per shift. As the Union notes, the Agency has not presented evidence, nor explained the technological advances that have permitted the Agency to make this adjustment. The Agency only points to The Weather Research and

³⁸ NOAA Budget Justification at NWS-54, <https://www.noaa.gov/sites/default/files/atoms/files/NOAA-FY20-Congressional-Justification.pdf> (2020).

³⁹ H. Rept. No. 116-101, at 34 (2019). *See also*, S. Rept. No. 116-127 at 51 (2019).

Forecasting Innovation Act, but does not offer an explanation of how it has implemented technological advances in compliance with that Act. Further, as noted by the Union, the Committee on Appropriations report commented in 2019, that it was concerned about staffing levels within the Agency.⁴⁰ The committee did not adopt the Agency’s proposal to reduce staffing, which it stated would only serve to exacerbate the staffing problems experienced at the Agency.⁴¹

The Union’s proposals clearly lay out the scheduling arrangements for employees, establishes management’s authority to set employee schedules, requires the Agency to afford overtime payment to employees in accordance with law and regulation, and permits the establishment of AWS, but leaves it up to management’s discretion to approve such schedules. Thus, because the Agency has not offered sufficient support for its proposals, and the Union has demonstrated that its proposals further the mission of the Agency, the Panel will impose the Union’s Article 20 and 21. Based on this recommendation, it’s unnecessary to address the Union’s legal arguments.

13. Article 22 – Facilities⁴²

I. Agency Position

The Agency asserts that its proposal allows management to appropriately manage its facilities, while affording and preserving reasonable access to Agency facilities for Union representatives and mandating negotiations over safety procedures. The Agency contends that its proposal allows the Union to request space to conduct Union meetings, while also ensuring that costs for use of Agency space will be appropriately charged to the Union and that the use of the space and arrangements for official time for attendance at such meetings will be subject to appropriate approvals and procedures.

The Agency’s proposal also provides that the Agency may, in its discretion, determine the feasibility of establishing child/elder/family care facilities, which the Agency states balances its rights to manage its facilities with the concern for improving employee work-life balance. The Agency’s proposal provides for PDI with the Union regarding facility funding or plans for building, remodeling, or consolidating facilities when the Agency determines that PDI will have a “tangible benefit”; and provides that the parties will negotiate over facility security and safety issues, allowing opportunities for consultation and collaboration with the Union in appropriate circumstances.

In contrast, the Agency asserts that the Union’s proposal imposes significant costs and burdens the Agency in the form of parking costs; subsidies for a bike to work program and free shuttle services; private office space for Union representatives; adjustable tables; full kitchen facilities; radon and water quality testing; five gallons of bottled water per employee per day; family care center, and mandating PDI for all facility projects. In addition to the costs raised by

⁴⁰ Commerce, Justice, Science, and Related Agencies Appropriations Bill, 2020 at p. 34, <https://www.govinfo.gov/content/pkg/CRPT-116hrpt101/pdf/CRPT-116hrpt101.pdf>, (2019).

⁴¹ *Id.*

⁴² The parties reached tentative agreements on section 19 of the Agency’s proposal (section 18 of the Union’s proposal) regarding shelf-space in non-work areas for the storage of Union materials.

the Union's proposals, the Agency asserts that the Union's offers also raise numerous building code, leasing, and other legal issues.

II. Union Position

The Union argues that the parties should abide by the current contract language for this Article. The Union states that the Agency's proposal, which requires the Union to obtain prior approval before being able to access Agency facilities will create confusion, additional work, and will stifle communication between the parties. The Union instead proposes that representatives will be permitted to enter Agency facilities, subject to the security requirements of the facility that are visited. The Union also proposes that the Agency provide, upon request, an office space to perform representational activities and to hold meetings.

The Union argues that as the employees' exclusive representative, it must have secure office space at each local, regional, and national office to address representational matters with its bargaining unit. The Union states that the Agency's proposal discriminates against the Union. The Union also proposes that the Agency provide at least two parking spaces in every Agency-owned or leased facility where there is parking for Union officers when engaged in labor-management relations and to provide free parking to all bargaining unit employees to the maximum extent practicable.

Next, the Union states that the parties disagree over whether personal items will be permitted in the workplace, such as radios, television sets, magazines, tables, laptops, cell phones, heaters, fans, compact refrigerators, coffee makers, small appliances, and adjustable desks. The Union contends that the Agency has always permitted employees to have these items in the office; therefore, the Agency should continue to allow for this practice. The Union also requests that the Agency continue to provide full kitchen facilities to employees, which include a dishwasher, stove, microwave, and additional refrigerators. The Union argues that these types of amenities will accommodate employees who remain at work for long hours each day.

The Union proposes that when a facility is constructed or acquired by the Agency, the Agency must conduct a "needs assessment survey" to determine the feasibility of establishing on-site child/elder/family care. Similarly, the Union proposes that the parties shall meet to determine the need to establish a day care center. The Union contends that its proposals will address the needs of the bargaining unit, many of whom work rotating shifts that make family care very difficult.

When employees must work during times of an emergency, the Union proposes that the Agency provide food and lodging for these employees. The Union states that some of these events could last for several days, requiring employees to remain at or nearby their duty location since roads could be closed, homes might be damaged, or there may be a need to maintain minimum staffing levels due to the emergency. The Union contends that the Agency in the past has provided these accommodations to employees; therefore, this practice should continue. The Union also proposes that the Agency provide on-site safe rooms or shelters capable of withstanding a Category 5 typical cyclone or tornado at locations that experience these types of weather events. The Union argues that the bargaining unit employees are deemed emergency essential employees, required to report to duty during events that pose danger to human life.

When employees are at work issuing life-saving forecasts, the Union states that the Agency should ensure that the employees are safe.

Finally, the Union requests that the Agency contact the Union prior to building, expanding, or remodeling a facility for PDI based on the long-standing practice that the parties have utilized to work together and resolve issues. Similarly, the Union requests that the Agency negotiate over any changes in workstations, whereas, the Agency's proposal does not include such language. The Union argues that the work assigned to bargaining unit employees continues to increase and the Agency is continuously determining whether there is need to implement new workstations, the number of workstations it will implement, and where to locate those workstations.

III. Conclusion

The Panel will adopt the Agency's proposal, with modification. The parties disagree over several matters contained in the Facilities Article, but one of the main disagreements surrounds the Union's access to the Agency. The Agency's proposal is heavily influenced by EO 13837. Section 4(a)(iii) states, that "[n]o employee, when acting on behalf of a union, is permitted the free or discounted use of government property or agency resources if such free/discounted use isn't generally available for non-agency business by employees...including office or meeting space, reserved parking, phones, computers, and computer systems." The Union argues that it needs an office space to conduct its representational responsibilities and without such space, it interferes with the Union's rights under the Statute.

As previously noted, the Panel has recognized the President's EOs on labor-relations, including section 4(a) of EO 13837, as public policy in prior decisions. Here, the Union has not demonstrated its need for free office space, and it is not an efficient use of government resources to grant the Union's request to free use of the space. The Union pointed to no case law to state that it has a right to free government space and that an agency discriminates against a union by not offering such space. What's more, under the Agency's section 1 proposal, the Union may not even be charged for the use of government space, since the Union may request space for local meetings at no cost to the Union, unless the Agency would incur costs by doing so. The Union also argues that the Agency must provide Union officers at least two parking spaces when engaged in representational activities, as well as free parking at any Agency facility. The Union has not demonstrated a need for such an accommodation.

The Agency proposes in section 3 that its representatives must obtain prior approval before being granted permission to visit facilities. The parties have traditionally permitted the Union to access a facility by obtaining a security clearance prior to visiting a facility, but did not require the Union to obtain prior permission from management before entering a facility. The Agency has not explained why it needs this added layer of protection when the Union has agreed to continue to obtain a security clearance before entering the premises. The Panel will impose the Union's section 1 and strike the Agency's section 3 proposal.

The parties disagree over the employee's use of personal items in the workplace in section 4, such as cell phones, tablets, and laptops. The Agency's proposal permits the use of such items, but appropriately leaves it within management's discretion to ultimately approve or

deny such use. Similarly, the Agency should also maintain the discretion to determine whether a full kitchen is warranted at each location and there should not be a blanket requirement imposed on the Agency especially where the Agency leases the building.

The Union also seeks to require the Agency to conduct a study in section 7 to determine whether on-site child and family care is necessary for its employees. The Agency has agreed to conduct a study if it determines that there is a need for establishing these services. The Agency's proposal should sufficiently satisfy the Union.

The Union argues that the Agency must provide food and lodging expenses to employees working during emergencies. The Union expressed understandable concern over situations when employees must work during an emergency and has advanced several proposals aimed at addressing some of those issues. The Agency, however, should be permitted the discretion to determine, based on the circumstances of the event, whether it will grant those accommodations, rather than be contractually required to automatically provide those expenditures to employees. For example, if the situation requires the employees to work for several hours, but then they are able to return home, under the Union's proposal, the Agency could be required to provide food and lodging. Conversely, the Agency's proposal permits it the ability to make an assessment to authorize these expenditures at the time of the event.

Finally, the Union proposes that the Agency bargain with the Union over any changes to employee workstations and requires the Agency to engage in PDI when deciding whether to build, expand, or remodel a facility. The Agency has proposed that it will negotiate changes in working conditions of the bargaining unit, which could include workstations and building or remodeling. Further, the Agency has committed itself to engaging in PDI with the Union when it will result in "tangible benefits". Thus, for the reasons mentioned, the Panel will adopt the Agency's Facilities Article, but with the modification mentioned above: imposing the Union's section 1 and striking the Agency's section 3 proposal.

14. Article 24 – Safety and Health

I. Union Position

The Union states that it accepts the Agency's proposal for this Article with the exception of the addition of the Union's proposal for section 18, regarding the Health Club and Wellness Services Reimbursement Program. The Union also takes exception to the Agency's final section, which proposes to incorporate its new midterm bargaining article, Article 9, into the contract. The Union contends at the 2008 National Labor Council meeting, the parties agreed to a program that would reimburse employees up to \$300 annually for membership in a health club or other wellness program such as a weight loss or smoking cessation program. The Union states that according to a 2016 response to an information request, nearly 1,100 employees participated in this program annually in FY 2014 and 2015.

II. Agency Position

The Agency states that the Union's final offer to accept the Agency's proposal for Article 24, with the addition of a new section 18 concerning "Health Club Reimbursement" narrows the scope of the disagreement, but would require the Agency to continue offering a \$300

reimbursement for health club fees. The Agency asserts that it remains committed to employee health and welfare, but this program impacts the Agency's budget and its need to retain flexibility over the administration of such discretionary expenditures.

III. Conclusion

The Panel will adopt the Agency's proposal. The Union agreed to all of the Agency's proposals within Article 24, except for a health club and wellness program subsidy and the Agency's proposal to follow the new midterm bargaining procedures in Article 9 over matters not covered by this Article. The main disagreement is over the subsidy.

The Union proposes that the Agency will reimburse all employees up to \$300 per year for health club and wellness service fees. While the health and wellness of employees is certainly important and beneficial to the Agency's mission, the Union has not demonstrated the need to maintain the program. The Union asserts that nearly 1,100 employees participated in the program in FY 2014 and 2015; however, that was five years ago. The Union did not provide any recent data indicating the employees' support for the program. Therefore, the Panel will adopt the Agency's proposal, which commits itself to sustaining and maximizing employee health, and may include a health club subsidy if the Agency determines it has the necessary funding and means for it.

15. Article 25 – Union Communications

I. Agency Position

The Agency asserts that its proposal establishes a reasonable means for the Union to communicate with bargaining unit employees. Section 1 of the Agency's proposal provides that space will be provided, where available, for a Union bulletin board and that management will consult with the Union concerning objections to posted material, and the Union can grieve any decisions by management to remove objectionable material. Section 3 provides that Union representatives may use Agency equipment and supplies for representational purposes in accordance with limitations in Article 5, Section 10 (which the parties tentatively agreed to) when the use does not interfere with Agency operations, does not involve prohibited uses, and results in minimal cost to the Agency. The Agency also asserts that its proposal makes clear that Agency equipment cannot be used for internal Union business.

The Agency contends that the Union's proposal for section 1 of this Article would not allow management to remove material from Union bulletin boards that it determines to be libelous, malicious, or scandalous. The Agency argues that its proposal is consistent with controlling authority and principles involving the balancing of Agency property rights and Union rights to communicate with its bargaining unit.

II. Union Position

The Union proposes to carry over four sections of the current CBA - sections 1, 2, 3, and 8 to the successor agreement. The Union argues that the Agency has not proffered a compelling reason for changing the terms of the existing agreement. The Union contends that the change

which the Agency proposes in section 1 would entitle it to unilaterally remove postings on the Union's bulletin board if it deems them to be libelous, malicious, or scandalous. The Union asserts that the current contract requires the Agency to first contact the Union before removing any material.

III. Conclusion

The Panel will adopt the Agency's proposal. The parties disagree over the Union's communications to its bargaining unit. The Panel has consistently endorsed a Union's right to free speech and has denied several proposals that curtail that right. However, the Union's right to free speech as part of its representational rights is not absolute; it is limited by other parts of the Statute, including the Agency's right to maintain an orderly workplace and ensure that Union representatives do not engage in flagrant misconduct.⁴³ Consistent with that notion, the Agency has a right to insist that its publication standards be met when the Union seeks to post information on Agency bulletin boards.⁴⁴ The Agency's proposal, which permits it to remove material that does not conform with Agency standards from Agency bulletin boards, is consistent with the Statute. Further, the Agency's proposal, contrary to the Union's argument, does actually require it to first discuss its objections to the material posted with the Union, and permits the Union to grieve an Agency decision to remove a posting if the Union believes that the Agency's conduct is impermissible.

The parties' other main disagreement is over the Union's use of Agency equipment and resources in section 10. Section 4(a)(iv) of EO 13837 states, "[n]o employee, when acting on behalf of a union, is permitted the free or discounted use of government property or agency resources if such free/discounted use isn't generally available for non-agency business by employees when acting on behalf of non-federal organizations, including...phones, computers, and computer systems." The Agency attempts to comply with the EO by limiting the Union's use of Agency resources, but even permits the Union to use some Agency resources such as copying and facsimile machines, telephones, and internet access. The Union did not provide support for its proposal to convince the Panel to deviate from the public policy established by the EO. As such, the Panel will impose the Agency's Article.

16. Article 26 – Telework⁴⁵

I. Agency Position

The Agency states that its proposal recognizes the value and importance of allowing employees to pursue telework opportunities and arrangements to improve work-life balance, while ensuring that teleworking arrangements will not compromise the Agency's operational needs and mission. The Agency argues that its telework proposal tracks the 2018 NOAA Telework Implementation Plan, which covers all NOAA line offices including NWS. The Agency states that the Union's final proposal significantly deviates from the NOAA Telework Implementation Plan. Specifically, the Agency asserts that the Union's proposal allows

⁴³ See, e.g., *Dep't of the Air Force, 315th Airlift Wing*, 294 F.3d 192 (D.C. Cir. 2002).

⁴⁴ See *Army Reserve Personnel Command*, 55 FLRA 1309 (2000).

⁴⁵ The parties reached a tentative agreement on section 1 of this Article.

employees to choose alternate work locations without management approval unless the choice of the location has a negative impact on Agency mission; removes levels of oversight required by the NOAA Telework Plan for employees moving to full-time telework; requires management to grant administrative leave when an employee's personal issues at home preclude telework; requires the Agency to provide hardware and software to enable teleworking employees to access sensitive and classified information; requires the Agency to pay for internet connects at the employee's telework site; requires the Agency to provide equipment and office supplies for home use; requires four weeks' advance notice prior to terminating a telework arrangement, irrespective of the need to expedite the decision; requires the Agency to pay travel costs when an employee's chosen telework site is more than 50 miles from their duty station; and allows employees to telework while simultaneously caring for children or other dependents.

In contrast, the Agency asserts that its proposal embraces various forms of teleworking, including "Regular Telework" (section 2H), "Ad Hoc Telework" (section 2A), "Unscheduled Telework" (Section 2M) and "Emergency/Coop Telework" (section 4D), and defines various Telework Plan Options (section 5). The Agency states that employees may identify alternate worksites for teleworking, subject to management approval based on both the needs of the employee and the organization (section 2B). The proposal ensures that employees are responsible for ensuring that they have sufficient work (Section 5A4 and 5B4); provides management with the ability to terminate an approved telework arrangement if an employee fails to adhere to a telework agreement or fails to truthfully report time, meet deadlines, maintain acceptable performance, or when changes in organizational needs require the employee's physical presence (section 6C). In the event management decides to terminate a telework arrangement, the Agency contends that the proposal indicates that the reasons for the termination will be provided to the employee in writing and the employee has the right to discuss the decision and reapply for telework consideration (section 6C). Finally, the Agency asserts that its proposal sets out rules and understandings for telework arrangements, reporting obligations, and treatment of leave during emergencies or inclement weather in a wide range of situations (office closures, early dismissals/late arrivals, emergencies at alternative work sites) (section 7).

II. Union Position

The Union did not provide its position on telework and instead referenced a submission it provided the Panel during the investigation of this case in January. The Union addresses several matters within the January submission where it asserts that the parties' proposals differ. However, based on the Agency's proposal, those differences either do not exist or are much narrower than they were in January. For example, the Union asserts that the parties' proposals on employee eligibility to telework differ; but, a review of the Agency's proposal reveals that the parties' proposals are actually the same. In other areas, the parties do actually differ on their respective proposals.

The Union's proposal provides for mobile telework, which is not present in the Agency's proposal. This covers situations where an employee is not always working from the same alternative worksite that is provided for in the employee's telework agreement. The Union argues that there have been situations where managers have asked employees to report to their offices because the employee would need to perform work at an alternative worksite than what is in the employee's agreement. The Union contends that the Agency's proposal for 100 percent

telework will not be approved because it requires Deputy Assistant approval. Conversely, the Union's proposal only requires the manager of the employee to approve the agreement. Finally, the Union argues that the Agency's proposal is contrary to law because it requires the parties to adhere to 5-tier performance rating instead of the pass/fail system.

III. Conclusion

The Panel will adopt Agency's proposal. Currently, the parties do not have an article on telework. Instead, the current telework practices are based on the NOAA Telework Policy, which covers all NOAA offices, including NWS. Pursuant to that policy, managers determine if an employee is eligible to telework and the number of days employees are permitted to telework, which may include 100 percent telework.

The Agency's proposal closely resembles the NOAA Telework Policy. It recognizes the importance of providing employees telework by creating a robust policy that is employee-friendly, but balances this benefit with the Agency's goal of ensuring that its mission is met. In this respect, the Agency offers employees a variety of options to create a comfortable work-life balance, such as teleworking when an employee transitions back to work after the birth of a child, the ability to telework on an ad hoc, regular basis, during emergency situations, and even permits employees the option of full-time telework. For the latter types of telework, the Union argues that this telework will never be granted because the discretion to approve such requests rests with the Deputy Assistant. The Union provided no basis to support that conclusion. The Union also argues that the Agency's proposal, which conditions an employee's telework eligibility on obtaining at least a Level 3 performance rating is illegal. However, as previously stated under the parties' Article 13, Performance Management, that argument is not colorable. The Telework Enhancement Act⁴⁶ encourages agencies to allow employee participation in telework programs to the maximum extent possible. The Agency's proposal fulfills that objective. Therefore, the Panel will adopt the Agency's Article on Telework.

17. Article 28 – Mutual Respect

I. Union Position

The Union proposes a new Article over mutual respect that it says will provide both bargaining unit employees and management information on how to handle bullying in the workplace in a safe and proper manner. The Union argues that by including this new Article in the CBA, the parties will have a better and more "cutting-edge" CBA. Therefore, the Union proposes procedures to institute to ensure that this type of behavior is not exhibited in the workplace.

II. Agency Position

The Agency has no proposal for Article 28. The Agency asserts that the Union's proposal would create an unnecessary process (three-person panel and web-based reporting system) and training involving bullying claims, which is duplicative of existing systems for

⁴⁶ 5 U.S.C. §§ 6501, et. seq.

investigation and training concerning inappropriate workplace behavior. The Agency contends that the Union's proposal also creates unreasonable deadlines for investigations of bullying claims and creates a committee consisting of both management and Union representatives, which raises potential questions of objectivity, impartiality, and conflicts of interest in connection with investigations. Finally, the Agency states that the Union's proposal would create additional processes on top of, and potentially in conflict with, existing EEO and grievance procedures.

III. Conclusion

The Panel will order the Union to withdraw its proposal. The parties disagree over whether the successor CBA should contain an article regarding "mutual respect". While bullying is not condoned by the Panel, the Union has not demonstrated the need to include a stand-alone article dedicated to this subject. In this respect, the Union has not provided evidence that there is a pervasive existence of this type of behavior in the workplace. Therefore, the Panel will require the Union to withdraw its proposal, but it will also encourage the Agency to inform its employees, at least annually, of the Agency's anti-harassment policy, as well as how to report this type of behavior.

18. Agency Article 29/Union Article 45 – Duration and Terms of Agreement

I. Union Position

The Union accepts the Agency's proposal for this Article, with the exception that the Union proposes to add a second subsection to section 1 incorporating into the CBA a provision that has been in the first CBA and every successive CBA. The Union also does not wish to include language that the parties may negotiate matters not covered in this Article in accordance with the Agency's new midterm bargaining article, Article 9.

The Union contends that language which it proposes to include was originally proposed by the Agency for the first CBA, and was the subject of the Panel's order in *Department of Commerce, National Weather Service, Washington, D.C. and National Weather Service Employees Organization*.⁴⁷ In its decision, the Union states that the Panel explained that, "[A] specific time limitation for the negotiation of a successor agreement should serve as an incentive for both parties to complete negotiations in an expeditious manner, thereby avoiding the excessive costs and delays which the parties experienced during negotiations over their first collective-bargaining agreement. If negotiations are nevertheless not completed within the 90-day period, either party may prevent the terms of the contract from expiring by requesting the services of the Panel by the end of the 90th day. Thus, the contract would remain in full force and effect until a successor agreement has been finalized, thereby eliminating the potential for unrest in the workplace should it have been allowed to lapse before a new agreement were reached."

II. Agency Position

⁴⁷ 80 FSIP 30 (1986).

The Agency contends that its proposal is intended to streamline and simplify the contract amendment and termination process. In this respect, the Agency argues that its proposal specifies clear processes and procedures for the parties to seek amendments to the CBA, using ground rules as set forth in Article 9, and provides a one-time opportunity to reopen two articles at the midterm of the Agreement. Regarding the Union's proposal to include language that the agreement will remain in effect for 90 days from the start of CBA negotiations, but may be terminated if an agreement is not reached, the Agency asserts that this language has resulted in years of protracted litigation, which is currently ongoing, over the Agency's decision in 2015 to terminate the CBA.⁴⁸

III. Conclusion

The Panel will adopt the Agency's proposal. The parties agree over the duration and most terms of this Article, with one main disagreement. The Union seeks to include a provision in the parties' CBA that indicates the agreement will remain in effect for 90 days from the start of negotiations over a new agreement. At the end of the 90 days, if the parties have not reached an agreement and neither FMCS nor the Panel has been invoked, either party may terminate any or all sections of the CBA. The Union argues that this language was ordered by the Panel in 1986 and, therefore, should be included in the parties' successor CBA. The Agency is opposed to such inclusion because it contends that the language has created unnecessary litigation.

Based upon that language, during the parties' successor CBA negotiations, the Agency terminated the current CBA after the parties were unable to reach to a new agreement within 90 days.⁴⁹ The Union filed a grievance alleging that the Agency's actions violated the CBA and the constituted an unlawful repudiation. The Arbitrator determined that the Agency violated the agreement, but its actions did not amount to a repudiation. On appeal, the Authority concluded that the Agency's termination was consistent with the parties' CBA, and it vacated the Arbitrator's award. The Union has appealed the Authority's decision, which is pending in the D.C. Circuit Court of Appeals.

The Panel does think including such language in the parties' successor CBA would be beneficial to the parties. The parties have not had much, if any success negotiating a new CBA. The parties have bargained over a new CBA, including their ground rules since 2015. During the negotiations that lasted over two years, the parties were only able to reach agreement on four articles. Including a provision in the new CBA that has been the subject of conflicting interpretations and now litigation is not beneficial to any future bargaining efforts that the parties may undertake given their inefficient and ineffective negotiations over their successor contract. As such, the Panel will impose the Agency's Article 29, which will require the parties to adhere to a 3-year contract, providing the parties much needed stability for that period.

19. Union Article 29 – Retirement

I. Union Position

⁴⁸ See *NWSEO*, 71 FLRA 380 (2019).

⁴⁹ *Id.*

The Union contends that its proposal was inspired by requests from employees. The Union argues that the Agency provides very little training or guidance on retirement and employees are often left on their own to read through OPM guidance to make their retirement decisions. The Union contends that those decisions are frequently made when the employees are nearing retirement eligibility only to realize then that had they received retirement planning earlier, they would be in a better financial position. Consistent with OPM requirements, the Union seeks to provide the employees retirement training guidelines.

II. Agency Position

The Agency does not have a proposal on retirement. The Agency contends that the Union's proposal would impose requirements on the Agency which are vague, confusing, and duplicate or conflict with long established OPM, DOC, or NOAA regulations, rules or guidance concerning retirement process or procedures. The Agency states that the Union's proposal would require the Agency to provide an annual retirement training program and to permit bargaining unit employees to attend "at least five (5) training sessions" on paid time. The Agency argues that this training would be duplicative of numerous existing training opportunities that are readily available to employees at Agency cost.⁵⁰ The Agency states that the Union's proposal imposes additional obligations on the Agency (e.g., briefings, assistance with filing claims, retirement estimates) which are duplicative of shared services overseen by NOAA. The Agency also states that the Union's proposal would require the Agency to maintain a phased retirement, which is subject to Agency discretion.

III. Conclusion

The Panel will require the Union to withdraw its proposal. The Agency has agreed to provide employees nearing retirement education and training to plan for retirement in Article 17. The Union has not provided any evidence to suggest that the Agency's current practices with respect to retirement training is not adequate for the employees. Should the Union feel that the employees need additional retirement education and training, the Union may direct employees to the Agency's benefit officers or OPM.

20. Union Article 31 – Employee Awards

I. Agency Position

The Agency states that its proposal retains and establishes NWS-wide criteria and processes for current awards; provides that the NWS administrator has sole discretion to establish award pools and funding levels based on budget considerations and OPM Guidance; provides the Agency with the discretion to reserve up to 15 percent of the award pool to distribute to the highest performers; retains and establishes NWS-wide criteria and processes for Quality Step Increases (for employees who receive Level 5 ratings); reaffirms management's right to allocate the percentage of awards for specific awards programs; and eliminates differing procedures for determining awards between regions and offices.

⁵⁰The Agency's proposal for Article 17, section 7 provides for retirement planning seminars for employees who are within five years of retirement eligibility.

The Agency contends that the Union's proposal seeks to memorialize a past practice for allocating 1.5 percent of the Agency's salary budget for employee awards. Contrary to the Union's contentions, the Agency asserts that allocations for employee awards have varied over the years. The Agency states that the Union's proposal would interfere with the Agency's discretion to manage its budget and to determine the amount of money to allocate for employee awards, which could be above or below 1.5 percent. The Agency also contends that the Union's proposal interferes with the Agency's discretion to distribute the award pool.

The Agency argues that section 3 of the Union's proposal significantly increases the size of the "Cline Awards"⁵¹ (from \$5,000 to \$7,500 for National level) and includes five-day time-off awards on top of the cash awards, which equates to an additional \$7,000 - \$10,000 based on government valuations of time. The Agency further contends that section 5 of the Union's proposal calls for the establishment of a LOT Peer Recognition Committee which would be given at least 50% of the Office Award Pool (and Time Off Awards) to award in its discretion. The Agency asserts that the current awards process already allows for peer recognition and reserves to management the discretion to decide how much to award. The Agency argues that the Union's final proposal would preempt management's ability to decide who will receive such awards and how much to award deserving employees.

II. Union Position

The Union states that the most important dispute in this Article is in section 1. For the past decade or more, the Union contends that the Agency has had a past practice of allocating 1.5 percent of its salary budget for employee awards, which have been distributed by local supervisors from their proportionate share of this allocation, based on their individual judgment of an employee's performance. The Union argues that this has resulted in awards totaling approximately \$4 million annually to bargaining unit employees. The Union seeks no change to that practice, but asks that in the event that management determines to reduce the amount that it allocates for employee awards, that it notifies the Union and bargain over the impact of that reduction. The Union argues that the Agency's proposal, that it retain sole and exclusive discretion to determine the amount allocated for award funding levels, precludes bargaining over the impact of any reduction in the amount of award funding, or percentage for allocation. The Union asserts that the Agency's proposal would require the Union to waive its statutory bargaining rights. Finally, the Union once again argues that the Agency's proposal to replace the 2-tier appraisal system with a five-tier system is contrary to law.

III. Conclusion

The Panel will adopt the Agency's proposal. The parties are in dispute over employee performance awards. The Union argues that the Agency has allocated 1.5 percent of its salary budget for employee awards and the Union would like to continue that practice. The Agency disagrees that it has allocated that amount every year, and instead states that the awards budget has varied throughout the years. Neither party produced evidence demonstrating the amount of

⁵¹ Cline Awards are awards presented annually that recognize substantial accomplishments that contribute to the Agency's mission.

money dedicated to employee awards during the past several years. Nonetheless, the Agency should maintain flexibility in determining when and if to issue employee awards to balance its awards budget with mission-critical opportunities.

The Agency's proposal recognizes high performing employees by not only making them eligible for a performance award, but also rewarding employees for superior accomplishments with a "Cline Award," a one-time lump sum cash award for a specific achievement, and peer awards that spotlight the accomplishments of coworkers who exceed expectations. The Agency's proposal is also fiscally responsible and prudent, providing the Agency the discretion to determine employee award distributions based on budget and other economic factors, while permitting the Agency flexibility to determine award amounts. The Union argues that the Agency's proposal requires it to waive its statutory right to negotiate over the impact and implementation of employee performance awards. The Union is correct that it has a right under the Statute to negotiate over employee awards; however, the Agency is not refusing to negotiate over the program. Instead, the Agency is negotiating over how it will exercise its discretion for distributing employee awards during the term of the parties' CBA.

The Union's proposal would create an ongoing, perpetual bargaining right every time the Agency exercised its discretion to implement a determined amount for employee awards. As discussed earlier, the parties have demonstrated that they have not been able to negotiate in an effective and efficient manner. The Panel does not have any confidence that this would change with employee awards negotiations.

The Union again argues that the Agency's proposal is contrary to law, which replaces the current 2-tier performance rating system with a 5-tier system to determine employee awards. That argument is without merit for reasons previously discussed. Finally, the Agency's proposal limits the Union's right to grieve management's determination not to grant non-mandatory performance awards. Consistent with EO 13839, section 4(a)(ii)'s requirement that agencies shall not subject awards of incentive pay, including cash awards to grievance procedures, the Panel will grant the Agency's limitation here, since the Union has not persuasively argued to include those matters in the parties' grievance procedure. As a result of the Panel's decision to adopt the Agency's Article, it is unnecessary to address their legal claims.

21. Article 32 – Contracting Out

I. Agency Position

The Agency states that its proposal provides for an opportunity to bargain over an Agency decision to contract out work using the Office of Management and Budget's (OMB) A-76 bidding procedure. The Agency asserts that the A-76 process is a process for determining whether commercial activities should be performed by using in-house using government facilities and personnel or outsourced to contractors. The Agency's proposal also carries over language from the current CBA providing that "final decisions on A-76 reviews are not grievable" which would prevent undue delays in the Agency's desire to contract out work.

The Union contends that the Agency's proposal to allow the Agency to contract out bargaining unit work using the A-76 procedure is illegal because of a Congressionally imposed

moratorium on A-76 activities. Contrary to the Union's assertion, the Agency states that its proposal only allows for the possibility of contracting out using A-76 procedures if the moratorium is lifted. The Union's proposal also requires management to annually provide the Union with a copy of the report on its use of contractors, the identity and date for each contract, location of each contractor working under the contract, and identity of individuals directing the work. The Agency asserts that it uses hundreds of contractors every year and the Union has not demonstrated the need for imposing this significant reporting burden on the Agency.

II. Union Position

The Union asserts that the purpose of its proposal is to permit the Union the right to conduct impact and implementation bargaining should the A-76 moratorium be lifted. The Union argues that the Agency's proposed section 1 is illegal, as it would allow the Agency to determine to contract out despite the Congressionally imposed moratorium on A-76 activities. The Union states that Federal Acquisition Regulations, (FAR) 37.104, prohibits personal service contracting, which is being used by the Agency and which is displacing bargaining unit employees.⁵²

The Union points to section 410 of the Weather Research and Forecasting Innovation Act of 2017, 15 U.S.C § 8547, to state that the Agency is required to publish on the internet an annual report on contract positions at the NWS. The Union argues that the Agency has failed to comply with this statutory requirement by not publishing a single report. Section 4 of the Union's proposal would require the Agency to do so, and provide a contractual remedy for its failure to provide this information.

III. Conclusion

The Panel will adopt the Agency's proposal, with modification. OMB Circular A-76 is a federal policy for managing public-private competitions to perform functions of the federal government.⁵³ A-76 states that, whenever possible, and to achieve greater efficiency and productivity, the Federal government should conduct competitions between public agencies and the private sector to determine who should perform the work.⁵⁴ There is a current Congressional moratorium on the A-76 Circular based on a debate over what functions the Federal government should perform compared to what functions the private sector should perform.⁵⁵

The Agency clarified in its position statement that its proposal is only intended to apply once the moratorium is lifted. The Agency's proposal permits the Union an opportunity to negotiate once the Agency determines that it will contract out bargaining unit employee work.

⁵² Under FAR 37.104(a), a personal service contract is characterized by the employer-employee relationship it creates between the Government and the contractor's personnel. The government is normally required to obtain its employees by direct hire under competitive appointment or other procedures required by the civil service laws. Obtaining personal services by contract, rather than direct hire, circumvents those laws unless Congress has specifically authorized acquisition of the services by contract. Under FAR 37.104(b), it states that "[a]gencies shall not award personal services contracts unless specifically authorized by statute (e.g., 5 U.S.C. 3109) to do so.

⁵³ Consolidated Appropriations Act 2020, Pub. L. No. 116-93, 133 Stat. 2317, 2494 (2019).

⁵⁴ *Id.*

⁵⁵ *Id.*

Thus, the Agency's proposal achieves the Union's stated interest of bargaining over the impact and implementation of management's decision to implement the A-76 Circular once the moratorium is lifted.

The Union asserts that the Agency is using personal service contracting to displace bargaining unit employees; however, the Union does not provide any evidence to substantiate these claims. The Union, however, does correctly note that under 15 U.S.C § 8547, the Under Secretary of Commerce is required, each fiscal year, to publish on a publicly accessible Internet website an annual report on the use of contractors at the Agency. The Panel will adopt the Agency's proposal, but modify it by including the following language in section 1: "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." As to the remaining information that the Union requests in its proposal (the identity and date of each and every contract, along with the title and location of each contractor working under that contract), the Union has not established that it is entitled to this information. Should the Union feel that this information is necessary to represent its bargaining unit, it is free to make a request for that information under the Statute.

Finally, the Agency states that it proposes to exclude from the grievance procedure final decisions on A-76 reviews. That language does not appear in the Agency's last best offer. Notwithstanding, the Agency has not demonstrated "convincingly" that this exclusion is warranted in this particular setting.

22. Article 36 – Home Leave and Return Rights

I. Agency Position

This Article concerns travel and transportation benefits for employees stationed on tours Outside the Continental United States (OCONUS). The Agency states that its proposal would ensure that any current or future tours OCONUS expenses required by law, rule, or regulation will be paid. It also provides the Agency with the discretion to review and determine whether or not employees currently stationed OCONUS will receive home leave.⁵⁶

The Union contends that the Agency's proposal makes the travel and transportation benefits for employees stationed on tours OCONUS discretionary and would allow the Agency to arbitrarily revoke entitlements to home leave from employees. The Agency, however, asserts that its proposal provides for a review and determination in accordance with the law as to whether employees receiving such benefits will continue to receive the benefits.

II. Union Position

The Union asserts that the Agency has offered renewal agreement travel and home leave to all employees recruited from the United States and assigned to NWS offices in Puerto Rico, Guam, and American Samoa since 1993. The Union proposes to continue that practice, and its proposal for the first paragraph of section 1 would entitle all employees who are eligible to

⁵⁶ Home leave means leave authorized and earned by service abroad for use in the United States, Commonwealth of Puerto Rico, or in the territories or possessions of the United States. 5 C.F.R. § 630.601.

receive these benefits under the federal travel regulations, continue to receive them. Conversely, the Union contends that the Agency's proposal makes these benefits discretionary.

The Union states that these employees were recruited for and assigned to an overseas post based on the promise of home leave, and it would be unfair to break that promise. The Union contends that the Agency has proposed no criteria under which it would review current employees' entitlement to home leave. Instead, the Agency seeks to revoke employees' entitlement to home leave on a "case-by-case" basis, which the Union argues allows it to discriminate among similarly situated employees.

III. Conclusion

The Panel will adopt the Agency's proposal, with modification. The parties are in disagreement over the Agency's overseas tour renewal agreement travel or, "OCONUS". This term, "OCONUS" stands for Outside the Continental United States. An employee's entitlement to overseas tour renewal agreement travel is based on statute, not on the parties' CBA.⁵⁷ An employee is entitled to overseas tour renewal agreement travel if he or she meets the requirements set forth in 5 U.S.C. § 5728, i.e., after the employee has satisfactorily completed two years of service outside the continental United States, Alaska, and Hawaii and is returning to his actual place of residence to take leave before serving at least two more years of duty.

For section 1 of the Agency's proposal, the Panel will impose its own language since neither party appropriately captured an employee's entitlement to overseas tour renewal agreement travel or home leave in their proposals. The Panel will impose the following language for section 1: "The parties will follow applicable law, rule, and regulation for overseas tour renewal agreement travel and home leave." The Panel will impose the Agency's proposal for section 2, since it is virtually the same as the Union's and impose the Agency's section 3 proposal, which requires the parties to abide by Article 9 for bargaining over matters not covered in this Article.

23. Article 37 – Drug Testing Plan⁵⁸

I. Agency Position

The Agency asserts that its proposal provides guidance concerning the policies and procedures governing drug testing, while taking into consideration employee and Union interests, and maintaining Agency discretion to discipline employees in appropriate circumstances. The Agency states that its proposal ensures that drug testing will be administered in accordance with the Department of Commerce's Drug-Free Workplace Plan (section 1A). It sets forth procedures for drug and alcohol testing (section 1C); includes provisions to mitigate potential costs for employees (section 1G); enables the Union to receive relevant information and assist employees with testing issues, where appropriate (section 4); and includes reasonable requirements for the imposition of discipline (section 1P).

⁵⁷ *In the Matter of Vicky Hawkinson*, 08-1 B.C.A. (CCH) ¶ 33848 (Apr. 18, 2008).

⁵⁸ The parties reached tentative agreements on sections 2, 3, and 5 of this Article.

Conversely, the Agency states that the Union's proposal would impose unreasonable, burdensome, and costly requirements in the administration of testing. It would require the Union to be notified prior to an employee being notified of a drug test (section 1E) and would allow a representative to use official time to be present to monitor the drug testing of any employee (sections 1F and 1G), which could compromise the integrity of the testing and may not be permitted by testing facilities. The Agency argues that the Union's proposal would also require the Agency to pay travel expenses for the Union representative for drug testing outside the employee's normal commuting area (section 1N); would require retesting in certain circumstances (section 1L); and grant employees paid leave to participate in counselling for rehabilitation (section 1X).

II. Union Position

The Union also asserts that its proposal is consistent with the Department's Drug-Free Workplace Plan. The Union proposes that management negotiate any changes to its drug testing program with the Union (section 1A); that the Union will be notified prior to notifying the employee that he or she will be tested so that proper planning can occur if the representative must accompany the employee to the collection site (section 1E); that the Union will be permitted to be present at the testing site, if the employee requests (section 1F); and that the Union will be permitted to observe the actions of the collector (Section 1G).

The Union also proposes that the collector must be trained/certified to test for alcohol (section 1H); that the Agency will abide by Department of Health and Human Services (HHS) guidelines regarding the proper storage, handling, and refrigerating of urine samples (section 1I); and that when the employee receives a positive test result, the Agency will perform a second test to ensure the positive result is valid and that the employee will be allowed to show any proof of medical prescriptions (section 1L). The Union requests that any test results will not become part of the employee's Official Personnel Folder (section 1O). The Union also requests that employees shall be granted absences without loss of pay or charge to leave to participate in counseling (section 1X). Finally, the Union states that employees will be given adequate time after rehabilitation to reintegrate into the workplace (section 1Z).

III. Conclusion

The Panel requires the parties to withdraw their proposals. The parties disagree over the procedures that they will follow for employee drug testing. Neither party, however, provided the Panel any authoritative guidance or policy by which they relied upon to formulate their proposals. In this respect, the parties assert that their proposals are consistent with the Department's Drug-Free Workplace plan, yet neither party indicates what that plan is or provides a copy of it for the Panel's review. In the parties' statements, they merely restate their proposals without providing much, if any rationale or explanation of them. Neither party has demonstrated with any specificity the merits of their respective proposals. As such, the Panel will order the following language on the parties: "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."

24. Article 38 – Dues Withholding⁵⁹

I. Agency Position

This Article sets forth the procedures for the collection of Union dues for bargaining unit employees. The Agency asserts that its proposal is consistent with the way in which the Agency currently administers dues withholding and with recent case law concerning the rights of employees to withdraw dues withholding authorizations.⁶⁰ Specifically, the Agency asserts that its proposal provides that bargaining unit employees may authorize dues withholdings from their compensation (section 1) and details the respective obligations of the parties (sections 2 and 3). The Agency states that the Union’s proposal (section 6) conflicts with current law by only allowing employees to revoke dues once a year. The Agency also argues that the Union’s proposal (sections 3 and 5) seeks to hold the Agency responsible for dues processing errors that are outside the Agency’s control and are handled by a NOAA shared service contractor. The Agency states that the Union’s proposal would impose timeframes for the Agency to resolve administrative errors and penalties on the Agency for improper withholdings that are outside of its control (section 7).

II. Union Position

The Union argues that the core dispute in this Article is the Agency’s refusal to accept ultimate responsibility for dues withholding. The Union states that NOAA uses an outside vendor to administer its payroll and process dues allotments and other personnel functions. The Union argues that this vendor regularly mishandles dues allotments by failing to timely withhold dues and by dropping employees from dues withholding in error. The Agency has argued at the table that the mistakes of this vendor are outside of its control and, therefore, it has no responsibility for them. In section 7, the Agency proposes that the Union can grieve only those violations of this Article for which the Agency is responsible, which the Union states will leave it without a remedy for violations of the Article committed by the Agency’s contractor.

III. Conclusion

The Panel will adopt Agency’s proposal, with modification. The parties disagree over two matters in this Article: The Agency’s liability for errors attributed to a third-party vendor that processes employee dues withholdings; and the time period when employees may revoke their Union dues. With respect to the first issue, it appears that the parties are asking the Panel to determine the Agency’s legal liability for errors made when processing employees’ dues withholding. The Panel will not issue a legal determination, especially where the parties have failed to provide any authoritative guidance on point. Instead, the Panel will modify the Agency’s section 7 language to the following: “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.” That language will permit the parties to argue to an Arbitrator whether the Agency is liable for third-party dues withholding errors.

⁵⁹The parties reached tentative agreement on section 1 of this Article.

⁶⁰ *OPM*, 71 FLRA 571 (2020).

For the second issue in dispute, the Union proposes that employees may revoke their dues once a year, while the Agency proposes that employees may revoke their dues any time after the employee's one-year membership anniversary. Recently, the Authority issued a policy statement interpreting section 7115(a) of the Statute.⁶¹ The Authority further stated that it will soon issue a regulation that will be consistent with its policy statement on dues allotments. The Authority has not yet issued this regulation. Therefore, the Panel will strike the Agency's section 6 language and require the parties to implement the following language: "The Agency will abide by applicable law, U.S. Supreme Court precedent, rule, and regulation when processing employee dues withholdings." The Panel will also strike the Agency's section 5(c) language that requires the Union President to countersign a dues revocation by an employee.

25. Article 39 – Employee Relocation

I. Agency Position

This Article addresses Permanent Change in Duty Station (PCS)⁶² benefits. The Agency contends that the Federal Travel Regulations (FTR) provides agencies the ability to pay PCS relocation costs for employees under certain conditions, i.e., only when they are authorized in a job opportunity and in compliance with law. In recent years, the Agency states that PCS costs have had a significant adverse impact on Agency staffing objectives. The Agency states that its proposal ensures that employees will have a clear understanding when they will receive PCS benefits, consistent with legal requirements, as well as avoid significant PCS costs that have inhibited its ability to fill vacancies. Finally, in section 1, the Agency asserts that its proposal provides that employees who accept PCS reimbursement will be required to sign a 12-month service agreement. The purpose of this is to help ensure that when the Agency "invests" in an employee's relocation, the employee will be required to remain in government service or reimburse the Agency.

The Agency contends that section 2 of its proposal deals specifically with reimbursement of costs related to sale and/or purchases of home residences in connection with a permanent move. It provides that such costs may be reimbursed "to the extent ... permissible" under the FTR and law, and does not allow the use of third-party housing relocation companies. The Agency asserts that it has incurred significant PCS costs in recent years, which has hampered staffing plans. In the last three fiscal years (FY 2017 – 2019), the Agency states that it spent \$26.3 million on PCS costs. When the Agency has to plan for PCS costs for filling a position, the Agency contends that it must budget, on average, an additional \$60,000 on top of the labor costs for the position. The Agency argues that if it did not have to incur PCS costs, it could use the savings to significantly reduce vacancies.

Turning to the Union's arguments, the Agency states that the Union mischaracterizes the Agency's proposal. In this respect, the Union claims that the Agency's proposal would end a past practice of paying PCS benefits; however, the Agency asserts that its proposal makes clear that PCS benefits will continue to be offered and paid when authorized in job announcements.

⁶¹ *OPM*, 71 FLRA 571 (2020).

⁶² A permanent change of station (PCS) is an assignment of a new appointee to an official station or the transfer of an employee from one official station to another on a permanent basis. 41 C.F.R. § 302-4.1.

The Union claims that this restriction is unlawful, but the Agency asserts that PCS benefits may be mandatory or discretionary, depending upon the circumstances of the move and the type of benefit.

II. Union Position

The Union asserts that the mobility of employees has been a hallmark of employment with NWS. The Union states that traditionally, graduates of the nation's leading meteorology programs apply for trainee positions at less desirable office locations, and accept an offer of employment knowing that as they progress through their career they will have the opportunity to bid on a vacancy in a more desirable location as well as to grow their career by developing expertise in forecasting for entirely different weather systems in different parts of the country. The Union contends that the Agency has benefited by this because it has been able to fill entry level positions in undesirable locations based on the applicant knowing that he or she will eventually be able to relocate to another office. Historically, near universally, the Union asserts that the Agency has paid the relocation costs of any employee who has been selected for another position through the Merit Assignment Program; however, the Agency now is seeking contractual language in section 2 that would terminate this past practice of offering to pay relocation costs for those selected through the Merit Assignment Program.

The Union argues that under the Agency's proposal, employees will have to be able and willing to pay for their own moves in order to obtain a promotion when a higher graded position opens in another location. The Union contends that the Agency's proposal, which prohibits the payment of relocation expenses in merit assignment actions unless an offer of such expenses is indicated on the vacancy announcement is illegal. The Union points to 5 U.S.C. 5724, which provides for reimbursement of relocation expenses when an employee is transferred "in the interest of the Government" but precludes such reimbursement when a transfer is "primarily for the convenience or benefit of an employee, ... or at [the employee's] request." The Union also points to a Comptroller General decision, which states "[w]hen an agency issues a vacancy announcement under its merit promotion program such action is a recruitment action and when an employee transfers pursuant to such action the transfer is normally regarded as being in the interest of the Government in the absence of agency regulations to the contrary."⁶³ The Union states that agencies may not escape their obligation to pay relocation expenses through the mere expedient of omitting them from the vacancy announcement, as the NWS proposes to do. The Union asserts that neither the NOAA Travel Regulations, nor the Department of Commerce Travel Handbook provide otherwise.

On the merits, the Union states that its proposal would entitle employees to continue to receive payment of any relocation expenses authorized by NOAA's policy guidance. The Union's proposal includes a third-party relocation program, which the Union states will assist employees with costs associated from the sale of their old residence and purchase of a new residence, as well as facilitating real estate transactions, through a third-party contractor. The Union argues that the Agency will be harmed by its proposal because its workforce will stagnate, as employees will be unable to gain experience in a variety of weather situations occurring in diverse geographic regions.

⁶³ *Bernard J. Philipps, Request for Reconsideration of Relocation Expense Claim*, B-206624 (1982).

III. Conclusion

The Panel will adopt the Agency’s proposal. The parties disagree over whether an employee is entitled to reimbursement for relocation expenses. Under 5 U.S.C. 5724, it states that “when the head of the agency concerned or his designee authorizes or approves, the agency shall pay from Government funds the travel expenses of an employee transferred in the interest of the Government from one official station or agency to another for permanent duty, and the transportation expenses of his immediate family...” In one of the cases that the Union cited, the Comptroller General held that when an agency issues a vacancy announcement under its merit promotion program, such action is a recruitment action and when an employee transfers pursuant to such action, the transfer should *normally* be regarded as being in the interest of the government, *in the absence of agency regulations to the contrary*.⁶⁴ Thus, while a vacancy announcement using merit promotion procedures may be “in the interest of the Government” and may require the Agency to pay relocation expenses, based on the Comptroller General decision, it appears that the Agency is not required to reimburse travel expenses in every instance. Instead, if there are agency regulations to the contrary, the Agency may be permitted to not pay those expenses.

As the Union points out, the DOC’s Travel Policy Handbook indicates that employees are eligible to receive transportation expenses if the employee is “transferring in the interest of the Government from one agency or duty station to another for permanent duty, and [the employee’s] new duty station is at least 50 miles distant from [the employee’s] old duty station.”⁶⁵ However, the Agency is not disputing that the employees may be entitled to such expenses, only that the Agency has the discretion to make that determination.

The Panel found the Deputy Regional Director’s statement very compelling. The Agency has incurred a significant amount of expenses due to PCS costs totaling \$26.3 million over the last three fiscal years, \$5 million of which were from third-party housing relocation reimbursements. Therefore, the Panel will adopt the Agency’s Article, which will require it to pay employee relocation expenses to the extent required by Federal Travel Regulations and law.

26. Article 40 – Impact Based Decision Support Services

I. Union Position

The Union asserts that in section 1 of its proposal, it would like to clarify portions of the “NWS Evolve Initiative,” which directs some of the key duties the bargaining unit employees are expected to embark on in the future. In section 2 the Union states that it would like to ensure that sufficient and effective training is provided to all of the bargaining unit before starting Impact Based Decision Support Services (IDSS). The Union requests state-of-the-art communication tools in section 3. Finally, the Union proposes in section 5 that participation in the program is voluntary and that employees are provided proper rest after extended assignments in section 6.

⁶⁴ Eugene R. Platt - *Reconsideration - Relocation Expenses - Merit Promotion Transfer*, B-198761 (1981).

⁶⁵ Department of Commerce, *Travel Policy Handbook*, 4.4(b), Eligibility (2016).

II. Agency Position

The Agency does not have a proposal for the IDSS.

III. Conclusion

The Panel will require the Union to withdraw its proposal. The Union proposes to include an article in the CBA on Impact-Based Decision Support Services or “IDSS”. The Union, however, does not provide any explanation about the IDSS, its purpose, intent, meaning, etc. The Union only references each section within its proposal with very basic and general explanations. The Union should not assume that the Panel understands the conditions of employment that are particular to the Agency and the bargaining unit. As such, the Panel will require the Union to withdraw its proposal.

27. Article 42 – Pay

I. Agency Position

The Agency asserts that its proposal provides that pay administration will be performed in accordance with legal requirements and that training will be provided to employees if the Agency determines it is necessary (sections 1 and 2). Conversely, the Agency asserts that the Union’s proposal is duplicative of existing regulations and legal requirements concerning differential, overtime, comp time, standby pay, and pay caps (section 2); requires unnecessary training for the entire workforce on pay administration (section 1) and monthly audits (section 6); requires changes to the government-wide time and attendance software (section 4); and imposes unrealistic timeframes for the resolution of pay administration issues (section 5) and for curing underpayment errors (section 6).

II. Union Position

The Union asserts that it seeks to ensure that the administration of pay for employees complies with OPM policies and guidance (section 1). The Union states that the reason its section 2 proposal includes the different types of premium pay that can be earned by employees is because employees have not been trained on the intricacies of the laws and regulations concerning pay, which has led to errors in timekeeping and resulted in the Agency paying back pay to an employee, as well as an employee having to pay back money for inputting the incorrect pay code. The Union asserts that the time and attendance system should include a gross biweekly and annual salary estimator based on the employee’s grade, step, and hours worked so that the employees can use it to compare to their earning and leave statements to ensure that employees are properly paid (section 4).

The Union also asserts that it would like language in the CBA that requires the Agency to abide by certain timeframes to correct administrative errors related to an employee’s earning and leave statement (section 5). Similarly, the Union requests that the Agency perform monthly audits of its pay system to ensure that employees are properly paid (Section 6). The Union proposes that the Agency make employees whole and provide them back pay if an administrative error is uncovered during an audit (section 7). Finally, the Union proposes that the Agency

notify employees annually of the process it uses to investigate payment issues, so that employees can know who to contact if they have a problem (section 8).

III. Conclusion

The Panel will adopt the Agency's proposal. The parties' main disagreement is over the procedures that the Agency will follow to ensure the proper payment of employees' salaries. The Agency's proposal commits itself to ensuring that it will follow all Federal laws, rules, and regulations with respect to the administration of pay for its employees. The Agency is also committed to providing employees training, to the extent needed, on pay administration. The Union, on the other hand, seeks to define the possible types of pay that an employee may be entitled to earn for overtime. The Union asserts that not having references to the different types of premium pay afforded to employees in the current CBA has led to errors in employee's improperly reporting their time and attendance codes. Two administrative errors are not sufficient evidence to demonstrate a pervasive practice in need of change. Similarly, the Union proposes several measures that the Agency must comply with, such as monthly audits and notifications to employees, but the Union does not provide any corresponding data to support the need for these burdensome requirements that take the Agency's attention away from more pressing matters. The Agency's proposal offers the parties a clear and simplistic Article for the parties and employees to follow in the administration of pay for employees. Thus, the Panel will impose the Agency's Article.

28. Article 44 – Changes and Amendments to the Agreement

I. Agency Proposal

The Agency states that the purpose of this Article is to streamline and simplify the contract amendment process. The Agency asserts that the Union's final proposal is consistent with the Agency's proposal in that it allows for reopening and amendment of the CBA by written requests and mutual consent. However, unlike the Agency's proposal which provides that negotiations over amendments will be conducted using the ground rules in Article 9, the Union's proposal does not include or reference any ground rules for negotiations over amendments to the CBA, and could subject the parties to disagreement over ground rules in the event they desire to amend the contract. The Agency also states that the Union's proposal does not allow for a limited midterm reopener as permitted by the Agency's proposal. The Agency believes that including an opportunity for the parties to reopen bargaining over two Articles provides both sides with desired flexibility to address unanticipated issues which may arise during the administration of the CBA.

II. Union Proposal

The Union proposes that either party may request to open any article at any time for the purpose of amendment, provided that the parties mutually agree to the reopening.

III. Conclusion

The Panel will adopt the Agency's proposal. In this Article, the Agency seeks to include the same language it proposed under Article 29, section 3. That language indicates that the parties may amend the CBA at any time by mutual consent using the parameters laid out in Article 9 for midterm bargaining. Those ground rules detail the timeframes and procedures that the parties will follow when conducting midterm bargaining, such as when the parties will initiate bargaining and the manner in which the parties will exchange bargaining proposals. The Union proposes that the parties should continue to use Article 8 for midterm negotiations. If the parties' successor CBA negotiations is any indication of how they conduct their midterm bargaining, a change in the negotiations procedures is warranted. The Agency's proposal effectuates that change and ensures that the parties will remain focused on negotiations in an effective and efficient manner. As such, the Panel will adopt the Agency's proposal.

ORDER

Pursuant to the authority vested in the Federal Service Impasses Panel under 5 U.S.C. §7119, the Panel hereby orders the parties to adopt the provisions as stated above.



Mark A. Carter
FSIP Chairman

July 8, 2020
Washington, D.C.

ATTACHMENTS

- Parties' Proposals

CX

**ARTICLE 7
 UNION REPRESENTATION**

#	Agency Proposed Language	Union Proposed Language								
1.	<p>Sec. 1</p> <p>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:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">UNION</th> <th style="text-align: center;">MANAGEMENT</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">National Officers, General Counsel, and Counsel (if designated by National President)</td> <td style="text-align: center;">Assistant Administrator or Designee</td> </tr> <tr> <td style="text-align: center;">Regional Chairpersons, Vice Chairpersons & Representative-at-large</td> <td style="text-align: center;">Regional, NCEP, or Headquarters Office Directors or Designee</td> </tr> <tr> <td style="text-align: center;">Local Stewards & Vice Stewards</td> <td style="text-align: center;">Local Managers or Designee</td> </tr> </tbody> </table> <p>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.</p> <p>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.</p>	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	<p>Sec. 1</p> <p>SECTION 1. 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 will be provided to Management as follows:</p> <p>A. The President of NWSEO will provide the Assistant Administrator for Weather Services in writing within 30 calendar days of the signing of this agreement (and within 30 calendar days of any subsequent changes), the names, duty stations, home addresses and telephone numbers of all national officers, regional chairpersons of the union, and their respective NWS areas of responsibility at the national level.</p> <p>B. 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, duty stations of appropriate union stewards and their respective NWS areas of responsibility. If no telephone number is provided for stewards, management has no obligation beyond attempting to contact the steward at his/her work site.</p> <p>C. The Union shall designate in writing no more than one (1) steward per organizational unit who is a bargaining unit employee. Stewards shall represent the Union and employees in only the organizational unit to which they are officially assigned as NWS employees, or as designated by the Regional Chairperson when there is a steward vacancy; (Provided however, that official time shall not be authorized for travel time when a steward so</p>
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									

				<p>designated is required to travel to a station other than his or her own for representational purposes).</p> <p>The Assistant Administrator, or his/her designee, shall advise the NWSEO National President of the names of those NWS employees who are designated to serve as Labor-Management Relations (L-MR) Focal Points at the national and regional/office levels. Management shall provide copies of this notice to the appropriate Regional Chairpersons of the Union. The Union will be promptly notified of any changes in these designations.</p>
<p>2.</p>	<p>Sec. 2</p>	<p>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.</p> <p>A representation roster containing the names of all bargaining unit Union representatives will be provided to Management as follows:</p>	<p>Sec. 2</p>	<p>SECTION 2. A. Regional Chairpersons and recognized stewards shall be permitted reasonable amounts of official time. The table below shall serve as a guideline for judging the amount of official time typically used to perform authorized functions on duty time.</p> <p>Use - Reasonable Amount of Official Time</p> <ol style="list-style-type: none"> 1. Step one grievance representation (includes consideration of a possible grievance) - Up to 5 hours per grievance. 2. Steps two and three grievance representation - Up to 2 hours each step per grievance. 3. Arbitration preparation if presenting the case before the arbitrator - Up to 16 hours per case. 4. Arbitration - Actual time, as presented in Article 11. 5. Formal meetings - Actual time of meeting. 6. Weingarten meetings - Actual time of meeting. 7. Article 8 meetings - Actual time of meeting. 8. Preparation and communication with corresponding levels of management (Article 6, Section 3) on matters covered by this agreement - Each instance - no more than 2 hours. 9. Proposed disciplinary, adverse action, or performance-based representation - Up to 8 hours preparation time per action per representative. <p>All the above time frames include time spent on the telephone.</p>

				<p>B. Local management will be notified in writing if a vice steward or regional councilperson is authorized to act in the absence of the designated steward. In these situations, the vice-steward or regional councilperson is authorized use of official time for the above-enumerated representation purposes which would otherwise be accorded to the steward.</p> <p>C. Regional/Office Management will be notified in writing if a Regional Vice-Chairman or Regional Councilperson is authorized to act in the absence of the Regional Chairperson. In these situations, the Vice Chairperson or councilperson is authorized use of official time for the above-enumerated representation purposes which would otherwise be accorded the Regional Chairperson.</p> <p>D. Regional chairpersons will be authorized up to 16 hours official time per pay period to conduct representational activities and/or activities authorized by the contract in addition to the official time necessary for regional negotiations or consultations, or for labor-management committee meetings authorized by Article 8.</p>
3.	Sec. 2A	<p>A. 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.</p>	Sec. 3	<p>SECTION 3. The amount of official time granted for national NWSEO officers may have a direct impact on the ability to schedule employees in a field 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.</p> <p>A. The NWSEO President, Executive Vice President and Secretary/Treasurer are authorized the following amounts of official time to perform the functions authorized by this Agreement without loss of leave or pay:</p> <p>The NWSEO President may use up to 80 hours official time per pay period. The Executive Vice-President shall be granted up to 40 hours official time per pay period and the Secretary/Treasurer up to 16 hours of official time per pay period. If any national position is abolished or vacant, the NWSEO President may designate an</p>

				<p>alternate who will be granted the official time authorized for the position.</p> <p>Excluded from the hours referenced above are:</p> <ol style="list-style-type: none"> 1. Article 8 meetings; 2. Article 8 travel time, if otherwise in a duty status; and 3. Consultation at the national level with NOAA, DOC, and OPM to be determined on a case by case basis. <p>Official time is authorized for:</p> <ol style="list-style-type: none"> 1. Preparation and communication on provisions covered by this agreement; 2. Union grievances (Article 10); 3. Informal ULP (Article 22); 4. Grievances at step 2 or 3; 5. Arbitration when union advocate; 6. Preparation of agenda items for Article 8 meetings; and 7. Preparation of reports for other agencies required by law. <p>All the above time frames include time spent on the telephone. Official time for negotiations and any preparation time at the national and regional levels will be negotiated by separate Memoranda of Understanding and are not covered herein.</p> <p>Management shall make available telecommuting arrangements for the NWSEO President, Vice President, Secretary/Treasurer, and Regional Chairpersons at no cost to the government, for use up to the authorized official time for each office.</p>
<p>4.</p>	<p>Sec. 2B</p>	<p>B. 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</p>	<p>Sec. 4</p>	<p>SECTION 4. Supervisors or other designated officials will release Union Representatives from their official work assignments on official Government time, provided that workload conditions permit and/or other means of accomplishing the scheduled work are available, and after advising the representatives of the conditions of and any limitations to their</p>

		<p>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.</p>		<p>release, when one of the following situations is completely satisfied.</p> <ul style="list-style-type: none"> A. A management official requests the release of the representative for activities expressly authorized on official Government time by law or this Agreement; B. The union representative has been designated by a bargaining unit employee as the employee's representative in accordance with the provisions of the Agreement; or C. To represent the union under a labor relations activity authorized by the provisions of this Agreement.
<p>5.</p>	<p>Sec. 2C</p>	<p>C. 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).</p>	<p>Sec. 5</p>	<p>SECTION 5. Official Time Procedures</p> <ul style="list-style-type: none"> A. Recognized officers and stewards of the union will be excused by Management on official Government time consistent with the workload and the operational needs of the organizational components to which they are assigned. For all authorized situations where an employee requires official time to engage in Agreement-related activities, the employee must specifically request prior excusal from duties from the immediate supervisor, or other designated official in accordance with the provisions of this Article. This does not preclude prior arrangements with a supervisor to cover those periods when a supervisor, or designee is not available due to differences in working schedules. B. The President, Executive Vice President, and Secretary/Treasurer shall make all requests for the authorization to use official time to the Assistant Administrator for NWS or his designee on a biweekly basis. In this request the officer may specify particular shifts or parts thereof on which he/she would like to utilize the official time. This request may be made verbally, via a telephone, or in writing. Management shall approve the requested time or specific alternative times within three business days of the request. This does not preclude arrangements for longer periods of authorization; normally the authorized official time for

				<p>national officers will be incorporated into the master rotation.</p> <p>C. 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.</p> <p>D. 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. The represented employee s supervisor or designee makes the final determination on the release of employee. This does not preclude a change in designation.</p> <p>E. Management is under no obligation to pay Union representatives for representational time spent when they are not scheduled to work, nor is Management obligated to incur any other expenses in connection with representational duties. No overtime or premium pay is payable for the purpose of representational activities. Travel and per diem for representational purposes will be allowed in accordance with Article 8 of this Agreement.</p>
<p>6.</p>	<p>Sec. 2D</p>	<p>C. 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</p>	<p>Sec. 6</p>	<p>SECTION 6. 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, prior approval of the supervisor(s) is obtained and the provisions of this Article are met. Telephone usage is limited to representation and representational questions between stewards or designated representatives, represented employees and Regional chairs. In any event, any other internal union business discussions or conference calls for any union purpose are not authorized. National officers utilizing NWS telephones must</p>

		<p>their name, telephone number, and email address.</p> <p>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.</p>		<p>meet all requirements of this Article, and such use shall count against the maximum authorized time.</p>
			<p>Sec 7.</p>	<p><u>SECTION 7.</u></p> <p>A. In accordance with the Statute and the interest of efficient conduct of government business and the economical use of government time, activities related to the internal affairs of the Union will not be conducted within the working hours or work areas of employees. Management facilities and/or equipment and ADP equipment shall not be used for any such purpose.</p> <p>B. The amount of official time authorized by this article and elsewhere in the agreement is subject to any quantitative limitation otherwise imposed by law or government-wide rule or regulation.</p>
<p>e</p>	<p>Sec. 3</p>	<p><u>SECTION 3.</u> OFFICIAL TIME PROCEDURES</p> <p>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 alternative worksite, such as the employee's home, the employee must have a current Telework Agreement.</p> <p>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.</p>	<p>Sec. 8</p>	<p><u>SECTION 8.</u></p> <p>A. There shall be no restraint, interference, coercion, or discrimination against union representatives because of the performance of their approved official representational duties. A steward shall not use official time in his/her position as a Union representative for matters outside the scope authorized by this Agreement and will conduct his/her approved business with dispatch. Union representatives may receive, but not solicit, complaints and/or grievances of employees on official or duty time. NWS staff, equipment or property will be used in conjunction with or as a result of representational functions only as provided in Article 25 (Communications And Facilities).</p> <p>B. In those instances where a Union representative's use of official time does not comply with the provisions of this agreement, Management will initially discuss the matter with the Union representative in order to find a</p>

				satisfactory solution. Abuse of official time could lead to disciplinary action.
8.	Sec. 3A	<p>A. 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.</p> <p>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.</p> <p>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.</p>	Sec. 9	<p>SECTION 9. Official time recording is a bilateral system to meet the OPM requirement that a record of official time be used in the performance of representational duties be maintained. Each union official/steward will maintain a bi-weekly account which will show the authorized total time spent on representational duties and the specific purpose for usage. The appropriate supervisor shall indicate approval by initialing on the log for each period of time spent on approved representational duties. The log shall be forwarded to the Assistant Administrator's designee in NWS Headquarters, through the local supervisor on a bi-weekly basis no later than the Monday following the end each pay period. When no official time has been used, the official/steward need not submit a report.</p>
9.	Sec. 3B	<p>B. Supervisor Review of Request: Supervisors or other designated officials may excuse Union representatives or employees from their official work duties to conduct representational activities on official time, provided that workload conditions and the needs of the Service permit. In the event they are not able to be released, the supervisor will advise the representative of the workload conditions and any limitations to their release.</p>		
10.	Sec. 3C	<p>C. 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</p>		

		with the time allotted to the representative under this Agreement.		
11.	Sec. 3D	D. 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 Chairs, stewards, and all employees using official time are required to report their use of official time. Official time reporting is an OPM requirement.		
12.	Sec. 3E	E. Recording: A record of official time must be maintained in order to meet OPM requirements.		
13.	Sec. 3F	F. 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.		
14.	Sec. 3G	G. 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.		
15.	Sec. 3H	H. Management shall not authorize any payment (e.g., overtime, premium pay) or grant compensatory time to		

		<p>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.</p>		
<p>16.</p>	<p>Sec. 4</p>	<p><u>SECTION 4.</u> 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 accordance with the Statute and in the interest of efficient conduct of government business and the economical use of government time, activities related to the internal affairs of the Union will not be conducted on official time or within the working hours or work areas of employees.</p> <p>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.</p> <p>Except as otherwise provided for in this Article employees shall spend at least ¾ 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.</p>		
<p>17.</p>	<p>Sec. 4A</p>	<p>A. <u>Official Time for Stewards</u></p> <p>1. Stewards shall be permitted reasonable amounts of official time. Below is a guideline for judging the amount of official time typically used to perform authorized functions on duty time:</p> <p>a. Informal resolution efforts with Management or consideration of a possible grievance prior to</p>		

		<p>the filing of a grievance – <i>Up to 2 hours</i></p> <ul style="list-style-type: none"> b. Arbitration Hearing – if presenting the case before the arbitrator - <i>Actual time in hearing.</i> c. Formal meetings - <i>Actual time of meeting.</i> d. Weingarten meetings - <i>Actual time of meeting.</i> e. Article 8 (Labor-Management Relations) meetings - <i>Actual time of meeting.</i> f. Proposed disciplinary, adverse action, or performance-based representation - <i>Up to 8 hours preparation time per action.</i> g. Mid-Term Bargaining - <i>Actual time in negotiations.</i> <p>All the above time frames include time spent on the telephone.</p> <p>2. Local Management will be notified in writing if a vice steward, or if there is no vice steward a regional Chairperson is authorized to act in the absence of the designated steward. In these situations, the vice-steward or regional Chairperson is authorized use of approved official time for the above- enumerated representation purposes which would otherwise be accorded to the steward.</p>		
<p>18.</p>	<p>Sec. 4B</p>	<p>B. <u>Official Time for Regional Chairperson or equivalent</u></p> <ul style="list-style-type: none"> 1. 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). 2. Regional/Office Management will be notified in writing if a Regional Vice-Chairperson is 		

		<p>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.</p> <p>The following representational activities are included in the official time referenced above:</p> <ul style="list-style-type: none"> a. General Labor Relations responsibilities under the Statute; b. Arbitration when Union advocate; c. Preparation of agenda items for Article 8 (Labor-Management Relations) meetings; d. Formal meetings; and e. Weingarten meetings. <p>3. For the Regional chairpersons the following representational activities will be excluded from the hours referenced above:</p> <ul style="list-style-type: none"> a. Participation in collective bargaining; b. Travel time, if otherwise in a duty status; and c. Meetings requested by Management, including meetings under Article 8 (Labor-Management Relations). 		
<p>19.</p>	<p>Sec. 4C</p>	<p>C. <u>Official Time for National Officers</u></p> <p>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.</p> <p>1. Subject to Section 3.B. of this article, the NWSEO President, Executive Vice President and Secretary/Treasurer are the only national officers</p>		

		<p>authorized the following amounts of official time to perform the functions authorized by this Agreement without loss of leave or pay:</p> <ul style="list-style-type: none"> a. The NWSEO President may be granted up to 20 hours of official time per pay period. b. The Executive Vice-President may be granted up to 20 hours official time per pay period. c. The Secretary/Treasurer may be granted up to 16 hours of official time per pay period. <p>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.</p> <p>2. Official time authorized for the President, Executive Vice-President and the Secretary/Treasurer may be used for the following representational activities:</p> <ul style="list-style-type: none"> a. General Labor Relations responsibilities under the Statute; b. Formal meetings; c. Weingarten meetings; d. Preparation of agenda items for Article 8 (Labor-Management Relations) meetings; and e. Preparation of reports for other agencies required by law. <p>3. 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:</p>		
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		<ul style="list-style-type: none"> a. Participation in collective bargaining; b. Travel time, if otherwise in a duty status; and c. For purposes of exercising national consultation rights, the amount to be determined on a case by case basis. d. Meetings requested by Management, including meetings under Article 8 (Labor-Management Relations). 		
20.	Sec. 5	<p>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.</p> <p>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.</p>		
21.	Sec. 6A	<p>SECTION 6.</p> <p>A. There shall be no restraint, interference, coercion, or discrimination against Union representatives because of the performance of their approved official representational duties.</p>		
22.	Sec. 6B	<p>B. In those instances where a Union representative's use</p>		

		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.		
23.	Sec. 7	<p>SECTION 7. If requested, and approved by their supervisors, the NWSEO President, Vice President, Secretary/Treasurer, and Regional Chairpersons will be allowed to Telework up to the authorized official time allotted to them under this Agreement. Any Official Time while Teleworking must be consistent with the request and approval procedures for Official Time use in this Article.</p> <p>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.</p>		
24.	Sec. 8	<p>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.</p>		
25.	Sec. 9	<p>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.</p>		

**ARTICLE 8
 LABOR-MANAGEMENT RELATIONS**

#	Agency Proposed Language		Union Proposed Language	
1.	Sec. 1	<p>SECTION 1. The Parties Commitment to Bilateral Cooperation</p> <p>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.</p>	Sec. 1	<p>SECTION 1. The Parties' Commitment to Bilateral Cooperation</p> <p>A. 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 in decisions which are traditional management prerogatives may obviate the need for subsequent bargaining over the impact and implementation of management decisions. During the past decade, management has obtained employee input, through NWSEO, prior to making decisions about the structuring of the workforce and the agency's method of operations. Similarly, the parties have successfully bargained and reached mutual agreement over the restructuring of the NWS during and at the conclusion of the agency's modernization. The union and the employees' input has resulted in decision making that has received widespread support within the workforce and has resulted in fewer grievances and improved job satisfaction, as well as better service to the public.</p> <p>It is the intent of the parties to continue to build on these achievements in bilateral cooperation during the term of this new Agreement. Accordingly, the parties have reexamined the processes by which they have bargained over changes in working conditions during the term of the last agreement and have, in this article, modified those procedures to better effectuate their shared goals.</p> <p>The parties also recommit themselves to building trust and respect for one another; respecting each other's interests, integrity and motivation; being open to consideration of each other's perspectives and ideas on how to deal with issues; promoting at all levels direct dealing with one</p>

				<p>another; and sharing information required to make informed decisions, as permitted by law, rule or regulation. Both parties will practice pre-decisional involvement, which is defined as soliciting employee input, through the procedures contained in this article, into decisions which affect them prior to the final decision. Inasmuch as NWSEO has been certified as the exclusive representative of bargaining unit employees, the parties recognize that all employee input will be provided through the appropriate union representatives who will exercise their statutory duty to fairly represent the interests of all employees in the bargaining unit without discrimination.</p>
2.	Sec. 2	<p>SECTION 2. All bargaining will be done in accordance with Article 9 (Mid-Term Bargaining) of this Agreement.</p>	Sec. 2	<p>SECTION 2. Local Office Teams and Labor Councils</p> <p>A. Structure</p> <ol style="list-style-type: none"> 1. In order to obtain employee pre-decisional input at the local office level, the parties shall continue to convene “Local Office Teams” or “LOTs” at local field offices, NCEP Centers, Regional Headquarters, and Divisions within the National Headquarters. The LOTs will be co-chaired by the field office MIC/HIC/OIC, Center Director, Deputy Regional Director, or Headquarters Division Chief and the corresponding NWSEO Steward, or their designees. The LOT will usually consist of two members. The principle of equal representation on official time applies. Where a branch does not have a steward, or where an office/unit has no NWSEO members, the Regional Chairperson will designate the respective Regional Councilperson to act in lieu of a steward. Employees may bring issues and concerns to the Councilperson, who will present the issues/concerns to the manager. When a LOT meeting is needed, the Regional Councilperson will either travel to the local branch to interact with employees and management, or subject to time and resources, participate in the LOT meeting via teleconference. 2. There shall also be a Regional Labor Council (RLC) in each of the NWS regions to function as a regional problem solving group and to be a forum for pre-decisional input on decisions affecting the region as a whole or which will impact more than one office in a particular region. The RLC shall be

				<p>chaired jointly by the NWS Regional Director or his/her designee, and the NWSEO Regional Chairperson or his/her designee. Up to three (3) additional management and three (3) NWSEO representatives may be selected by the respective chairs of the RLC, based on the principle of equal representation on official time.</p> <p>3. There shall also be a National Labor Council (NLC) which 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 three (3) additional management and three (3) NWSEO representatives may be selected by the respective chairs of the NLC, based on the principle of equal representation on official time. The NLC will function as a national problem solving group and as a forum for pre-decisional input on decisions affecting the bargaining unit as a whole or which will impact more than one region.</p> <p>B. Meeting Schedule and Procedures</p> <p>1. The LOT shall meet whenever needed. When either Party contemplates or proposes a change with more than 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. This LOT meeting should be held prior to local management making a final decision on the contemplated changes so that predecisional input can be obtained. 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</p>
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				<p>operations she/he shall request a LOT meeting which shall be conducted promptly.</p> <ol style="list-style-type: none"> 2. RLC and NLC meetings will be held semi-annually, or more often as determined by mutual agreement of the council/team co-chairs. Meetings will be held at locations mutually agreed to by the council/team, or by tele or video conferencing as also mutually agreed to by the council/team. 3. Any council/team member may submit items to the respective chair for inclusion in 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. <p>C. Process</p> <ol style="list-style-type: none"> 1. LOTs, Regional and National Labor Councils shall consist only of union and management representatives. However, each side may call upon experts, including OA/ASC personnel or bargaining unit employees. These experts may answer questions and offer opinions, but they are not team members. Employees in the field office may attend the LOT meeting and present their comments, opinions, and suggestions. LOT and Labor Council members may also invite observers upon prior notice to the other participants. After opinions and or comments are given to the LOT, the guests will leave and the team members will consider the opinions and/or comments and try to reach a decision. 2. Each council/team may create ad-hoc sub-committees or working groups to assist the council/team. However, since such subcommittee or working group members are serving in a representative capacity, only bargaining unit employees who are designated by the union may serve on the subcommittees or working groups, and such participation will be limited to union members. Subcommittees or working groups may also call upon experts, including OA/ASC personnel or other bargaining unit members.
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				<p>3. All council/team recommendations and decisions will be reached by consensus. If the LOT or RLC does not have the authority to make a decision, recommendations on the particular agenda item will be sent to the next level where it will automatically be placed on the next meeting agenda. Recommendations will be recorded and forwarded promptly to the appropriate official for action. Recommendations that are not adopted will be returned promptly to the council/team with a written explanation of the reasons for non-adoption. The council/team may reconsider, or may use the alternative dispute resolution (ADR) or statutory process.</p> <p>4. Union and Management agree that before either party invokes their right to utilize a third party to resolve a dispute (such as the Federal Service Impasses Panel, or the Federal Labor Relations Authority), serious consideration must be given to utilizing ADR processes agreed to by the parties to assist in reaching consensus and/or agreement. This may include requesting a mediator from the local office of the Federal Mediation and Conciliation Service.</p> <p>5. The chair will be responsible for preparing the minutes of each council meeting. In the case of LOT meetings the responsibility for preparation of the minutes shall alternate between the manager and the steward. A copy of the minutes shall be provided to each council/team member within seven days of the meeting and will also be posted on the unit bulletin board.</p> <p>6. Actions of the LOT or RLC cannot amend or otherwise alter the terms of the collective bargaining agreement or National Memoranda of Understanding (MOU).</p> <p>D. Administrative Costs All administrative costs, including travel and per-diem for RLC and NLC members, and in the case of the LOT, for the designated Regional Councilperson, shall be paid by management. Management and NWSEO agree that cost will be considered when scheduling and conducting, LOT,</p>
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				<p>RLC and NLC meetings. Tele and video conference meetings may be used to reduce travel costs.</p> <p>E. Official Time NWSEO representatives will be authorized up to a maximum of eight hours of official time to prepare for council/team meetings. Meetings will be scheduled far enough in advance to ensure that work scheduling requirements of the NWS/NWSEO CBA are met. Official time for travel and meetings will be authorized. Additional official time, as jointly determined by the council/team, will also be available for NWSEO representatives who serve on any subcommittee/workgroup that the council/team may establish. Official time authorized herein will be separate from, and in addition to, any official time provided under the terms of the CBA.</p> <p>F. Assessment Union and Management agree that the effectiveness of this process can be maximized by periodic evaluation and assessment. Therefore, the parties on an annual basis agree to place on the agenda for deliberation assessment of the overall effectiveness of these procedures at both the RLC and NLC levels. The parties may amend this Article by mutual agreement at the NLC level in order to establish better procedures based on their experiences in the prior year.</p>
<p>3.</p>	<p>Sec. 3 Title and Intro</p>	<p>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.</p>	<p>Sec. 3</p>	<p>SECTION 3. Negotiation over Proposed Changes in Conditions of Employment and Fulfillment of the Midterm Bargaining Obligation</p> <p>A. Changes at the local office level: If a LOT is unable to reach consensus over a management or union proposed change which has greater than de minimis impact on working conditions that is limited to the local level, the parties shall complete their bargaining obligation at the Regional level. This may be done in either of two ways. The matter may be placed on the agenda for the next RLC meeting by the party which seeks to make the change in working conditions. In the alternative, the party seeking the change may give the other party notice at the Regional Level of the proposed change and that the LOT was unable to reach a consensus about the change. The other party must respond in writing within 15 days of receipt of this</p>

				<p>notice indicating whether the proposed change is acceptable, and, if not, offering a written counterproposal. If the proposed change in working conditions is only subject to bargaining over its impact and implementation, the union shall provide written proposals which are addressed specifically to the impact the change will have on unit employees or how it will be implemented.</p> <p>B. Changes at the Regional Level: (i) Where, during the life of this Agreement, either Party proposes a change which has a more than de minimis impact on conditions of employment for bargaining unit employees on an NWS Region-wide basis, or in more than one office within the same NWS region, the appropriate Regional Chairperson shall be notified as far as practicable in advance of the proposed effective date. If the Union desires to bargain over any aspect of the proposed regional change, the Union must respond in writing within 15 days of receipt of this notice indicating whether the proposed change is acceptable, and, if not, offering a written counterproposal. If the proposed change in working conditions is only subject to bargaining over its impact and implementation, the union shall provide written proposals which are addressed specifically to the impact the change will have on unit employees or how it will be implemented. (ii) Unless the parties agree otherwise, bargaining over these proposed changes shall take place face to face. Management shall pay travel and per diem for two union negotiators. In the alternative, Management may, at its option, place the matter on the agenda of the next RLC meeting, provided that it does not implement its proposed change in the interim. Face to face bargaining shall take place at the RLC meetings. For those issues that arise between RLC meetings, tele or video conferences may be used to reduce travel costs.</p> <p>C. Changes at the National Level: (i) Where, during the life of this Agreement, either Party proposes a change which has a greater than de minimis impact on conditions of employment for bargaining unit employees on a nationwide basis, or in more than one NWS region, Management will give the NWSEO President as much advance notice as is practicable in advance of the proposed effective date. If</p>
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				<p>the Union desires to bargain over any aspect of the proposed change, the Union must respond in writing within 15 days of receipt of this notice indicating whether the proposed change is acceptable, and, if not, offering a written counterproposal. If the proposed change in working conditions is only subject to bargaining over its impact and implementation, the union shall provide written proposals which are addressed specifically to the impact the change will have on unit employees or how it will be implemented.</p> <p>(ii) Unless the parties agree otherwise, bargaining over these proposed changes shall take place face to face. Management shall pay travel and per diem for three union negotiators. In the alternative, Management may, at its option, place the matter on the agenda of the next NLC meeting, provided that it does not implement its proposed change in the interim. Face to face bargaining shall take place at the NLC meetings. For those issues that arise between NLC meetings, tele or video conferences may be used to reduce travel costs.</p>
4.	Sec. 3A	<p>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.</p>	Sec. 4	<p>SECTION 4. If NWSEO requests clarification of the proposed changes in conditions of employment at the National, Regional or local level, the request will be made, in writing within seven calendar days after receipt of the notice. In such a case, the 15 calendar day period for NWSEO’s submission of proposals will commence upon receipt of Management’s response to the request for clarification. Furthermore, if the management proposal is substantively bargainable, the union’s counterproposal may consist of a proposal that the change itself not be made.</p>
5.	Sec. 3B	<p>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.</p> <p>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</p>	Sec. 5	<p>SECTION 5. The results of such negotiations under this Article shall be reduced to writing in an MOU and may be subject to ratification by the union’s membership. These results will, in no event, alter, change, amend or conflict with this Agreement unless agreed to at the national level.</p>

		<p>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.</p> <p>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.</p>		
<p>6.</p>	<p>Sec. 3C</p>	<p>C. Meeting Schedule and Procedures</p> <p>1. The LOT shall meet whenever needed. When local management contemplates proposing a change which materially affects office operations or working conditions of bargaining unit employees at the local level that is more than de minimis, he/she shall request a LOT meeting with the steward and shall place the matter on the meeting’s agenda, which must be</p>	<p>Sec. 6</p>	<p>SECTION 6. Management will maintain the status quo pending bargaining under this Article unless the Union fails to respond within the time frames contained herein, or except if in doing so, the agency would be continuing an illegal practice, or if there is an overriding exigency. However, it is agreed that when, during the negotiation process either party declares an impasse, and neither party has requested the service of the Federal Mediation and Conciliation Service within seven (7) working days, Management may effect the proposed changes in accordance with the last proposal made by Management and appropriate notice is given to</p>

		<p>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.</p> <p>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:</p> <ul style="list-style-type: none"> 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. 		<p>the Union as to when the changes are intended to be put into effect.</p>
			<p>Sec. 7</p>	<p>SECTION 7. Any existing non-contractual past practices as of the effective date of this Agreement, which are not contrary to law or government wide regulation, may only be changed through the provisions of this Article.</p>
<p>7.</p>	<p>Sec. 4A</p>	<p>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</p>		

		discussion of matters of interest, and where required, to fulfill statutory obligations.		
8.	Sec. 4B	<p>B. Structure</p> <p>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 5 U.S.C. § 7131, the number of Union representatives for whom official time is authorized shall not exceed the number of Management representatives.</p>		
9.	Sec. 4C	<p>C. Meeting Schedule & Procedures</p> <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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. 		
10.	Sec. 5A	SECTION 5. National Labor Council (NLC)		

		<p>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.</p>		
11.	Sec. 5B	<p>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 5 U.S.C. § 7131, the number of Union representatives for whom official time is authorized shall not exceed the number of Management representatives.</p>		
12.	Sec. 5C	<p>C. Meeting Schedule and Procedures</p> <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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, 		

		<p>issues of morale, relationship issues, etc. b. Statutory obligations - Matters for collective bargaining.</p>		
13.	Sec. 6	<p>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.</p>		
14.	Sec. 7	<p>SECTION 7. Participation of Subject Matter Experts (SMEs) and Observers</p> <p>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.</p> <p>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.</p> <p>C. RLC and NLC members may also invite employee observers upon prior written notice and mutual</p>		

		agreement of the co-chairs. By mutual agreement of the co-chairs observers may present their comments, opinions, and suggestions.		
15.	Sec. 8	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.		
16.	Sec. 9	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.		
17.	Sec. 10	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.		
18.	Sec. 11	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).		
19.	Sec. 12	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.		
20.	N/A*	<p>No equivalent language in Article 8. *However, there is equivalent language in Agency Article 9, Section 3 and Article 9, Section 4.</p> <p>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.</p> <p>SECTION 4. It is agreed that when, during the negotiation process either party declares an impasse, and neither party has requested the services of the Federal Service Impasses Panel (FSIP) within seven (7) working days, Management may implement the proposed changes in accordance with the last proposal made by Management and appropriate notice is given to the Union as to when the changes are intended to be put into effect.</p>		
21.	N/A*	<p>No equivalent language in Article 8. *However, there is equivalent language in Agency Article 9, Sec. 2E10 and Article 9, Sec. 2E12.</p> <p>10. 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).</p>		

		<p>12. Memorandum of Understanding (MOU)</p> <ul style="list-style-type: none">a. The Union and Management will incorporate any agreement into a Memorandum of Understanding (MOU), and each party will sign the MOU.b. Each MOU will contain a provision indicating an effective date and an expiration date.		
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**ARTICLE 10
 GRIEVANCE PROCEDURE**

#	Agency Proposed Language		Union Proposed Language	
1.	Sec. 1	<p>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.</p>	Sec. 1	<p>SECTION 1. The purpose of this article is to provide for a mutually acceptable method for the prompt and equitable settlement of employee, NWSEO, and Management grievances over the interpretation or application of this agreement and other conditions within the bargaining unit subject to the control of Management. Unless otherwise provided for, this procedure will be the sole procedure available to the NWSEO, Management, or bargaining unit employees for resolving grievances.</p> <p>This article provides a grievance procedure that is fair, simple, and provides for expeditious processing, and which includes procedures that:</p> <ul style="list-style-type: none"> 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. <p>As defined by 5 U.S.C. 7103 (a)(9), and, for the purposes of this agreement, a grievance means any complaint –</p> <ul style="list-style-type: none"> A. by any employee concerning any matter relating to the employment of the employee;

				<p>B. by any labor organization concerning any matter relating to the employment of any employee; or</p> <p>C. by any employee, labor organization, or agency concerning-</p> <ol style="list-style-type: none"> 1. the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or 2. any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment. <p>For the purpose of this Article, “labor organization” means NWSEO.</p> <p>Excluded from this negotiated grievance procedure (NGP) are the following:</p> <ol style="list-style-type: none"> 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 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;
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				<p>K. Non-adoption of suggestion;</p> <p>L. Content of published DOC, NOAA and NWS regulations and policies (however application of such regulations and policies may be grieved);</p> <p>M. Non-selection for temporary promotion of less than 120 days; and</p> <p>N. The filling of any position outside the bargaining unit.</p> <p>O. Any other matter excluded by law or government-wide rule or regulation</p> <p>In matters covered by Equal Employment Opportunity regulations, exclusions #G, I and M of Section 1 do not apply. An employee may initiate an action under the provisions of Section 4(A) and Article 18, Section 3.</p>
<p>2.</p>	<p>Sec. 2</p>	<p>SECTION 2. INTENT AND UNDERSTANDING OF THE PARTIES</p> <p>A. 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 Union, the manager, or both, on an informal basis. The Steward Union 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.</p> <p>B. The parties agree to cooperate fully in processing grievances and to make every reasonable effort to ascertain, document, and present the relevant facts relating to any matters processed under this</p>	<p>Sec. 2</p>	<p>SECTION 2. INTENT AND UNDERSTANDING OF THE PARTIES</p> <p>A. Management and NWSEO recognize and endorse the importance of settling grievances, promptly and equitably at the lowest possible supervisory and NWSEO level. Employees may bring his/her concern to either the Steward, the manager, or both, on an informal basis, prior to the use of these procedures. 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.</p> <p>B. The parties agree to cooperate fully in processing grievances and to make every reasonable effort to ascertain, document, and present the relevant facts relating to any matters processed under this procedure.</p> <p>C. Employees should recognize that NWSEO's right to information for grievance processing and other representational rights pursuant to 5 U.S.C. 7114 (b) may supersede the employee's right to privacy provided by the Privacy Act (5 U.S.C. 552a).</p>

		<p>procedure.</p> <p>C. 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).</p>		
3.	Sec. 3	<p>SECTION 3. GENERAL This article provides a grievance procedure that is fair, simple, and provides for expeditious processing, and which includes procedures that:</p> <p>A. assure NWSEO the right to present and process grievances in its own behalf or on behalf of any employee in the bargaining unit;</p> <p>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;</p> <p>C. assure Management the right to present and process grievances; and</p> <p>D. provide that any grievance not satisfactorily settled under this procedure shall be subject to binding arbitration which may be invoked by either party.</p>	Sec. 3	<p>SECTION 3. TIME LIMITS</p> <p>A. All time limits specified in this Agreement are binding. This does not preclude the request for an extension of seven (7) calendar days. The request shall be granted automatically and documented by the requester and the grantor, with copies to the other. Additional extensions shall be reasonable and only by mutual agreement and documented in writing to one another. In considering an extension, the parties will consider (1) the length of the delay, (2) the existence of circumstances beyond the control of the party, and (3) whether prejudice to the employer or NWSEO would result from a waiver of time limits.</p> <p>B. Failure of NWSEO, the grievant, or the grievant's representative to observe any time limit shall nullify the grievance.</p> <p>C. Failure of Management to observe any time limit shall automatically elevate the grievance to the next step.</p>
4.	Sec. 3 cont.	<p>As defined by 5 U.S.C. 7103 (a)(9), and, for the purposes of this Agreement, a grievance means any complaint -</p> <p>A. by any employee concerning any matter relating to the employment of the employee;</p> <p>B. by any labor organization concerning any matter relating to the employment of any employee; or</p> <p>C. by any employee, labor organization, or agency concerning-</p> <ol style="list-style-type: none"> 1. the effect or interpretation, or a claim of breach, of a Collective Bargaining Agreement; or 2. any claimed violation, misinterpretation, or 	Sec. 4	<p>SECTION 4. PROCEDURAL INFORMATION</p> <p>A. In adverse actions (5 U.S.C. 7512), EEO discrimination complaints, prohibited personnel practices under Section 2302 (b)(1), and removal or reduction-in-grade for unacceptable performance (5 U.S.C. 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 NGP, whichever occurs first.</p> <p>B. An employee may present a grievance to Management and have it adjusted with or without the services of</p>

		<p>mis-application of any law, rule, or regulation affecting conditions of employment.</p> <p>For the purpose of this Article, “labor organization” means NWSEO.</p>		<p>NWSEO. If presented without NWSEO representation, such grievances may be adjusted without NWSEO intervention, provided the adjustment is not inconsistent with the terms of this agreement.</p> <p>C. Employees who choose to present their own grievances without intervention by NWSEO are not entitled to further review or consideration beyond the opportunity to present their grievances and have them adjusted, 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 NWSEO. The NWSEO National President will be provided with a copy of the adjustment.</p> <p>D. Should Management or NWSEO question the grievability of such a matter presented under the terms of this Agreement, such will be presented to an arbitrator in accordance with Article 11, Arbitration.</p> <p>E. A grievance which does not contain the information necessary to reach a decision, or is otherwise unclear, will be returned to the representative of record or the grievant with an explanation of the reason(s) for its return within seven (7) days of its receipt. If such a grievance is re-initiated, it must be done 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.</p> <p>F. New issues may not be raised by either party or the grievant after the decision is rendered at Step One of this procedure, however the parties may mutually agree to join new issues to a grievance in progress. The parties may mutually agree to amend a grievance at any step.</p>
<p>5.</p>	<p>Sec. 3 cont.</p>	<p>The following are excluded from the grievance procedure contained in this article:</p> <p>A. Any claimed violation of subchapter III of Chapter 73 of Title 5, U.S. Code relating to prohibited political activities;</p>	<p>Sec. 5</p>	<p>SECTION 5. GRIEVANCE RESOLUTION</p> <p>A. The filing party may terminate the processing of a grievance at any time. Once terminated, the same grievance may not be re-instituted by the grievant and/or NWSEO.</p>

	<ul style="list-style-type: none"> B. Retirement, life insurance, or health insurance; C. A suspension or removal under Section 7532 of Title 5, U.S. Code (national security); D. Removals for misconduct or performance; E. Any examination, certification, or appointment; F. The classification of any position which does not result in the reduction in grade or pay of an employee; G. Termination of probationary and/or temporary employees; H. Non-selection for promotion from a group of properly ranked and certified candidates; I. Any issue where there would be no tangible relief to the grievant; J. Granting or failure to grant incentive awards; K. Warnings and notice of proposed action; L. Non-adoption of suggestion; M. Content of published DOC, NOAA and NWS regulations and policies (however application of such regulations and policies may be grieved); N. Non-selection for temporary promotion of less than 120 days; O. The filling of any position outside the bargaining unit; P. Disapproval of an honorary or discretionary award not directly related to job performance; Q. The substance of performance standards and elements/measures and/or the determination as to whether an element/measure is critical or non-critical; R. Ratings on individual performance elements and performance measures; S. Progress reviews, a counseling session or counseling letter, or the issuance of a performance improvement plan (PIP); T. Non-selection from among a group of properly ranked and certified candidates; and U. If an employee has filed an EEO complaint, allegations of discrimination based on disability, age (40 or over), sex (including pregnancy), race, religion, color, genetic information, sexual orientation, national origin, preferential or non-preferential civil service status, political affiliation, or 		<ul style="list-style-type: none"> B. If any employee who has filed a grievance departs the bargaining unit before a decision is reached on a grievance which is being processed, the grievance is null and void unless the employee can be granted tangible relief. C. If, at any step, NWSEO and Management 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. D. 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. E. Any resolution resulting from a successful grievance mediation initiated under this Article shall be in writing and shall be binding on management, the employee, and the union for that specific grievance, subject to reviews by NOAA and Department of Commerce staff required by the NOAA ADR Program. Mediated resolutions shall not be considered as a precedent for any other grievance covering the same or similar matters.
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		marital status, or allegations of retaliation for having filed an EEO complaint.		
6.	Sec. 4	<p>SECTION 4. TIME LIMITS</p> <p>A. 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.</p> <p>B. Failure of NWSEO, the grievant, or the grievant's representative to observe any time limit shall result in the grievance being dismissed.</p> <p>C. Failure of Management to observe any time limit shall automatically elevate the grievance to the next step.</p>	Sec. 6	<p>SECTION 6. REPRESENTATION AND EMPLOYEE OFFICIAL TIME</p> <p>A. When an employee chooses to be represented by NWSEO under the provisions of this Article at Step One, he/she shall be normally represented by the local steward. The designation of a representative at Step One does not prohibit the grievant from changing representatives at any subsequent step. Any changes in NWSEO representation thereafter shall be documented in writing to the appropriate management official. The NWSEO representative will be afforded appropriate official time for grievance processing in accordance with Article 7.</p> <p>B. Unit employees may only be represented in grievances and arbitration, as provided for in this agreement, by NWSEO. Unit employees may not be represented by representatives of their choosing, including attorneys, in this procedure.</p> <p>C. Once a representative has been designated, all correspondence and communications will be sent to the representative with courtesy copies to the grievant. Management shall not contact the grievant directly, either in writing or verbally, if the grievant has designated a representative. If during the course of a grievance, an NWSEO representative contacts a management official, the representative will inform the official of his representational role and the purpose of the contact. If the NWSEO representative at Step One is an attorney, the management official contacted has the option of first consulting with the agency's representative of record in the Department of Commerce General Counsel's Office.</p> <p>D. An aggrieved bargaining unit employee, if otherwise in a duty status shall be granted a reasonable amount of official time without charge to leave or loss of pay to prepare and present his/her grievance, including time to secure advice on his/her rights, obtain information or assistance, to prepare documents, and to prepare for an</p>

				<p>arbitration hearing in accordance with Article 7. The granting of official time is subject to the approval of the appropriate official on a case by case basis, depending upon exigency of the needs of the service. It shall be understood that an alternate suggested time is an acceptable accommodation.</p>
<p>7.</p>	<p>Sec. 5</p>	<p>SECTION 5. PROCEDURAL INFORMATION A. In adverse actions (5 USC 7512), EEO discrimination complaints, prohibited personnel practices under 5 USC 2302(b)(1), and removal or reduction-in-grade for unacceptable performance (5 USC 4303), an aggrieved employee may use either the 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. B. 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. C. Employees who choose to present their own grievances without intervention by the Union are not entitled to further review or consideration beyond the opportunity to present their grievances and have them adjudicated, affirmatively, or negatively. The decision on such a grievance is final as to the employee who chooses to present his or her grievance without the intervention of the Union. The NWSEO President will be provided with a copy of the adjudication. D. Should Management or NWSEO question the</p>	<p>Sec. 7</p>	<p>SECTION 7. EMPLOYEE GRIEVANCES Step One A. When an employee chooses to file a grievance, the grievance must be submitted, in writing, to the immediate supervisor within fifteen (15) calendar days of the date the employee is harmed, becomes aware of or should have been aware of the action being grieved. The written grievance shall contain the following:</p> <ol style="list-style-type: none"> 1. The name and duty station of the grievant. 2. Must clearly state that this is a grievance. 3. A brief description of the facts surrounding the grievance including relevant dates and places and known witnesses. 4. The specific provision of this agreement (Article, Section if a contract violation is being grieved, if known). 5. Any past practice which is claimed to have been violated. 6. The specific law, rule, or regulation claimed to have been violated (if known to the grievant). 7. An explanation of how the grievant was harmed. 8. The remedy being sought. 9. The name and address of the grievant's union representative, or a statement that the employee is representing himself/herself. 10. All grievances must be signed and dated. <p>Response A. The supervisor or designated management official reviewing a grievance for Step One adjustment must issue to the employee or the designated representative, a dated written notice of the disposition of the grievance which contains the following information within fifteen (15) calendar days:</p>

		<p>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.</p> <p>E. 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.</p> <p>F. New issues may not be raised by either Party or the grievant after the decision is rendered at Step One of this procedure, however the parties may mutually agree to join new issues to a grievance in progress.</p>		<ol style="list-style-type: none"> 1. the decision with respect to the grievance; 2. the reason for the decision; 3. the reasons for granting/denying the relief; 4. the grievant's right to file at the next step of the NGP if still dissatisfied; 5. the time limit; and 6. the name and address of the next level for submission. <p>Step Two</p> <p>A. An employee or designated representative dissatisfied with the answer provided in Step One may appeal the grievance to the Regional/Office Director, or designee, within fifteen (15) calendar days of receipt of the written response.</p> <p>The Step Two written grievance shall contain a general statement explaining why management's Step One response is not acceptable and a copy of the Step One grievance and the response.</p> <p>In those cases where the Assistant Administrator for NWS represents the next higher level of line supervision, the grievance shall be submitted to the Deputy Assistant Administrator for NWS, to fulfill the Step Two requirement. Within twenty-one (21) calendar days following receipt of the grievance, Management will send a written decision to the grievant or his/her designated representative which will include the name and address of the next level for submission.</p> <p>Step Three</p> <p>A. If satisfactory settlement is not reached at Step Two, and further review is necessary, 2 options are available:</p> <ol style="list-style-type: none"> 1) the grievance must be sent to the Assistant Administrator for NWS, or designee, within fifteen (15) calendar days of receipt of the decision in the preceding step. This written grievance must contain a copy of all documents developed during Steps One and Two and general statements of why the grievant feels
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				<p>2) Management’s Step Two response is not acceptable; A request to mediate the grievance must be sent to the Assistant Administrator for NWS, or designee, within fifteen (15) calendar days of receipt of the decision in the preceding step. This request must include a copy of all documents developed during Steps One and Two and general statements of why the grievant feels Management’s Step Two response is not acceptable. Employees represented by NWSEO In Steps One and/or Two of the grievance procedure must first consult with their designated representative before making a mediation request. Within fifteen (15) calendar days of receipt of a request to mediate, the NWS must decide whether the grievance is appropriate for mediation.</p> <p>If the NWS agrees to mediate the grievance, the NWS will initiate action to obtain the services of a mediator through the NOAA Alternative Dispute Resolution Program Administrator. The costs of the mediator shall be borne by the NWS. Mediation sessions will utilize NWS facilities at the worksite of the employee whenever possible. In the event that a mutual resolution of the grievance cannot be achieved through mediation, the employee must use the procedures of Step Three A.1) above to obtain further grievance consideration.</p> <p>If the NWS refuses to mediate the grievance, the grievance shall proceed using the procedures in Step Three B. and Step Three C. below.</p> <p>B. Within forty-five (45) calendar days following receipt of the grievance, a written decision will be sent to the designated representative (or to the grievant if no representative is designated). In the case of an employee who chooses to present such grievances without NWSEO representation designated in Step One,</p>
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				<p>this decision will be final and arbitration may not be invoked.</p> <p>C. Management will also simultaneously send a copy of the Step 1, 2, and 3 grievances and responses to the NWSEO national office and to the NWSEO National President.</p>
8.	Sec. 6	<p>SECTION 6. GRIEVANCE RESOLUTION</p> <p>A. The filing party may terminate the processing of a grievance at any time. Once terminated, the same grievance may not be re-filed by the grievant and/or NWSEO.</p> <p>B. If any employee who has filed a grievance departs the bargaining unit before a decision is reached on a grievance which is being processed, the grievance is null and void unless the employee can be granted tangible relief in which case a decision on the grievance shall be final, binding and not capable of being processed further.</p> <p>C. If, at any step, the Parties to this Agreement being NWSEO and Management 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.</p> <p>D. 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.</p> <p>E. Any resolution of a grievance shall be in writing and binding on Management, the employee, and the Union for that specific grievance.</p>	Sec. 8	<p>SECTION 8. All responses made by bargaining unit employees to notices of proposed disciplinary actions shall be considered as fully satisfying the requirements for contesting the disciplinary actions through Step One of the grievance procedure contained in this Article. After disciplinary action is taken, an employee who responded to the notice of proposed disciplinary action shall be entitled to grieve the discipline by presenting a grievance directly into Step Two of the NGP. If the employee did not respond to the notice of proposed disciplinary action, the employee may grieve the action after the discipline is taken by presenting a grievance at Step One of the NGP.</p>
9.	Sec. 7	<p>SECTION 7. REPRESENTATION AND EMPLOYEE OFFICIAL TIME</p> <p>A. When an employee chooses to be represented by NWSEO under the provisions of this Article at Step One, he/she shall normally be represented by the local steward. The designation of a</p>	Sec. 9	<p>SECTION 9. UNION/MANAGEMENT GRIEVANCE PROCEDURE</p> <p>A. Management grievances shall be initiated in writing by the Assistant Administrator for NWS or designee and presented to the NWSEO President, or designee, within 30 calendar days of the action or condition giving rise to</p>

		<p>representative at Step One does not prohibit the grievant from changing representatives at any subsequent step. Any changes in NWSEO representation thereafter shall be documented in writing to the appropriate Management official.</p> <p>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 the law and Article 7 of this Agreement.</p> <p>B. Unit employees may only be represented in grievances and arbitration, as provided for in this agreement, by the Union. Unit employees may not be represented by representatives of their choosing, including attorneys, in this procedure.</p> <p>C. Once a representative has been designated, all correspondence and communications will be sent to the representative. Management shall not contact the grievant directly, concerning the subject matter of the grievance, either in writing or verbally, if the grievant has chosen to be represented by the Union. If during the course of a grievance, the NWSEO representative contacts a Management official, the representative will inform the official of his/her representational role and the purpose of the contact.</p> <p>D. 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.</p>		<p>the grievance. Decisions by the NWSEO President, or designee shall be rendered in writing no later than 30 calendar days following receipt of the grievance. Should the issue remain unresolved, arbitration may be invoked by Management.</p> <p>B. Union grievances shall be initiated in writing by the NWSEO President, or designee and presented to the Assistant Administrator, or designee within 30 calendar days of the receipt of the action or the condition giving rise to the grievance. Grievances filed by the Union which are not institutional in nature, i.e. there is a specific harm that can be identified to the union as an institution, must identify the aggrieved employees by name, location, harm incurred, violation alleged, date(s), time(s), place(s) of the action which gave rise to the grievance, and other pertinent information which can be evaluated in making a decision. Decisions by the Assistant Administrator or designee shall be rendered no later than 30 calendar days following receipt of the grievance. Should the issue remain unresolved, arbitration may be invoked by the Union.</p>
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10.	Sec. 8	<p>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.</p>	Sec. 10	<p>SECTION 10. MEMORANDUM OF UNDERSTANDING</p> <p>A. The grievance procedure created by this section shall be used exclusively to resolve differences over interpretations or applications of MOUs referenced in Article 8.</p> <p>B. A grievance must be presented in writing within fifteen (15) calendar days of the alleged violation of the MOU at the level of the signatory of the MOU. When a grievance is filed, the parties will meet and/or discuss the matter within fifteen (15) calendar days after receipt. A written decision will be issued within fifteen (15) calendar days of the meeting or discussion. If the grievance is not settled by this method, the grieving party at the National level may invoke arbitration within thirty (30) calendar days after receipt of the final decision.</p> <p>C. The arbitrator's decision resolving these differences shall not alter, change, amend, or conflict with the controlling National agreement.</p> <p>Arbitration awards or grievance settlements over MOU shall not be applicable or precedential beyond that area covered by the particular MOU in dispute unless the parties at a higher level agree otherwise.</p>
11.	Sec. 9	<p>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.</p>	N/A	<i>not used</i>
12.	Sec. 10	<p>SECTION 10. A grievance must be in writing, submitted on the Grievance Form, and contain the following information:</p> <p>A. The name and duty station of the grievant. B. 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 grievance first became aware of the issue or incident out of which the grievance arose</p>	N/A	<i>not used</i>

		<p>occurred, all other relevant dates and places and known witnesses.</p> <p>C. The Management official alleged to be responsible for the issue or action being grieved.</p> <p>D. The specific provision of this Agreement (Article, Section if a contract violation is being grieved, if known).</p> <p>E. If a violation of past practice is being alleged describe the past practice.</p> <p>F. The specific law, rule, or regulation claimed to have been violated (if known to the grievant).</p> <p>G. An explanation of how the grievant was harmed.</p> <p>H. The remedy being sought.</p> <p>I. The name and address of the grievant's Union representative, or a statement that the employee is representing himself/herself.</p> <p>J. All grievances must be signed and dated.</p> <p>K. 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.</p> <p>Management has the right at any time, after receiving the grievance, to ask clarifying questions.</p>		
13.	Sec. 11	<p>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.</p>	N/A	<i>not used</i>

14.	Sec. 11A	<p>A. <u>Step One</u></p> <ol style="list-style-type: none"> 1. 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. 2. 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. 3. If the grievance is resolved at the meeting such resolution will be placed in writing and signed by both parties. 4. 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. 5. The written response will contain the following information: <ol style="list-style-type: none"> a. the decision with respect to the grievance; b. the reason for the decision; c. the reasons for granting/denying the relief; and d. the name and address of the next level for submission at Step Two 	N/A	<i>not used</i>
15.	Sec. 11A6	<ol style="list-style-type: none"> 6. 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 	N/A	<i>not used</i>

		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.		
16.	Sec. 11A7	7. 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.	N/A	<i>not used</i>
17.	Sec. 11B	<p>B. <u>Step Two</u></p> <ol style="list-style-type: none"> 1. 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. 2. 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. 3. 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. 	N/A	<i>not used</i>

		<p>4. 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.</p> <p>5. 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.</p>		
18.	Sec. 11C	<p>C. <u>Step Three</u></p> <p>1. 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.</p> <p>2. 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.</p> <p>3. 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.</p>	N/A	<i>not used</i>
19.	Sec. 12	<p>SECTION 12. DISCIPLINARY ACTION GRIEVANCE</p> <p>A. Although proposed disciplinary actions are not</p>	N/A	<i>not used</i>

		<p>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.</p> <p>B. After the decision on a disciplinary action is received, an employee may grieve the action by presenting a grievance at the Step Two level.</p>		
20.	Sec. 13	<p>SECTION 13. UNION/MANAGEMENT GRIEVANCE PROCEDURE</p> <p>A. 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.</p> <p>B. 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.</p>	N/A	<i>not used</i>
21.	Sec. 14	<p>SECTION 14. NATIONAL GRIEVANCES</p>	N/A	<i>not used</i>

		<p>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.</p>		
22.	Sec. 15	<p><u>SECTION 15.</u> 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.</p>	N/A	<i>not used</i>

**ARTICLE 11
 ARBITRATION**

#	Agency Proposed Language	Union Proposed Language
1.	<p>Sec. 1</p> <p>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.</p> <p>INVOKING ARBITRATION</p> <p>The grieving party shall advise the Federal Mediation and Conciliation Service (FMCS) that a dispute exists and shall request a list of seven (7) impartial arbitrators who are members of the National Academy of Arbitrators who are qualified by virtue of experience, background or training to arbitrate grievances in the Federal (U.S.) Sector. The 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.</p> <p>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</p>	<p>Sec. 1</p> <p>SECTION 1. Within twenty one (21) calendar days after receipt of the final decision under Article 10, either Management (Assistant Administrator for NWS or designee) or the Union (National President or designee) may invoke arbitration by notifying the other party in writing.</p> <p>INVOKING ARBITRATION</p> <p>The grieving party shall advise the Federal Mediation and Conciliation Service (FMCS) that a dispute exists and shall request a list of seven (7) impartial arbitrators who are members of the National Academy of Arbitrators and 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 two weeks after receipt of the lists to arrange for selection of an arbitrator.</p> <p>Within twenty-five (25) days after receiving the list, the parties will make the final selection. This 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.</p>

		<p>of his/her selection. After an arbitrator is selected neither party will engage in ex parte communication with the arbitrator.</p> <p>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.</p>		
2.	Sec. 2	<p>SECTION 2. PREPARATION FOR ARBITRATION</p> <p>A. A grievance file will be established by Management for grievances which have been referred to arbitration. Such file may be in electronic or paper format. Copies of this file will be provided to the arbitrator and the Union within fifteen (15) days prior to the pre-hearing conference. The file shall contain the grievance and 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.</p> <p>B. The arbitrator shall hold a pre-hearing conference (telephonic or as agreed) to assist in framing or narrowing the issues; to receive joint stipulations; to schedule the hearing, and to assist in resolving remaining questions regarding the arbitration procedures.</p> <p>C. Unless the parties agree that the matter may be resolved solely on the basis of the written jointly stipulated record of the grievance procedure, the arbitrator shall hold a hearing, and the parties shall be permitted to call witnesses and present evidence and oral/or written arguments.</p>	Sec. 2	<p>SECTION 2. PREPARATION FOR ARBITRATION</p> <p>A. A grievance file will be established by Management which is to be referred to arbitration. Copies of this file will be provided to the arbitrator within fifteen (15) days after the selection. The file shall contain the grievance and response(s), a copy of this Agreement, and where appropriate, a copy of any statute, rule, regulation, or policy alleged to have been violated.</p> <p>B. The arbitrator shall hold a pre-hearing conference (telephonic or as agreed) to assist in framing or narrowing the issues; to receive joint stipulations; to schedule the hearing, and to assist in resolving remaining questions regarding the arbitration procedures.</p> <p>C. Unless the parties agree that the matter may be resolved solely on the basis of the written jointly stipulated record (as required by Section A and B above) 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.</p>
3.	Sec. 3	<p>SECTION 3. SITE AND TIME</p> <p>A. Arbitration hearings will be held on NWS premises</p>	Sec. 3	<p>SECTION 3. SITE AND TIME</p>

		<p>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 default will be NWS headquarters arbitrator will determine the location.</p> <p>B. The hearing shall normally be held during regular business hours, Monday through Friday.</p> <p>C. The arbitrator will set the date of the hearing with the concurrence of the parties' representatives. Once that date has been established, any party that unilaterally requests an arbitration hearing be delayed, postponed, and/or canceled for whatever reason shall pay any and all fees, including any and all fees of the arbitrator associated with the delay, postponement, and/or cancellation. Payment of any non-refundable travel expenses will be determined in accordance with the federal travel regulations.</p> <p>D. In any grievance where the parties mutually agree to delay, postpone and/or cancel an arbitration proceeding, the parties will equally pay all fees.</p>		<p>A. Arbitration hearings will be held on NWS premises at the grievant's duty station when practicable. Should the grievant change his/her duty station, the hearing shall be held where the grievance occurred, or at any site mutually agreed to by the parties. The arbitration site for grievances filed by Management or the Union under Article 10, Section 9 shall be determined by mutual agreement. Failing such agreement, the arbitrator will determine the site.</p> <p>B. The hearing shall normally be held during regular business hours, Monday through Friday.</p> <p>C. The arbitrator will set the date of the hearing with the concurrence of the parties' representatives. Once that date has been established, any party that unilaterally requests an arbitration hearing be delayed, postponed, and/or canceled for whatever reason shall pay any and all fees. Payment of any non-refundable travel expenses will be determined by the General Services Administration.</p> <p>D. In any grievance where the parties mutually agree to delay, postpone and/or cancel an arbitration proceeding, the parties will equally pay all fees.</p>
<p>4.</p>	<p>Sec. 4</p>	<p><u>SECTION 4.</u> WITNESSES</p> <p>A. The parties, through their respective representatives, will exchange witness lists thirty (30) calendar days prior to the hearing. Either party may request a conference with the arbitrator concerning the relevance, materiality, or competence of any named witness. The parties recognize that arbitrators in federal sector arbitrations do not have subpoena power.</p> <p>B. 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</p>	<p>Sec. 4</p>	<p><u>SECTION 4. WITNESSES</u></p> <p>A. The grievant, the grievant's technical representative and all employees who are called as witnesses will be excused from duty 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.</p> <p>B. If Management determines that it is not practicable operationally to comply with a request for a witness, the management representative shall notify the arbitrator and the Union of the reasons for that determination. If, in the arbitrator's judgment, the witness is essential to a full and fair hearing, he/she may postpone or continue the hearing</p>

		<p>prior to the posting of the "fixed" work schedule covering the date(s) of the hearing.</p> <p>C. 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.</p> <p>D. Both parties agree to call only the minimum number of witnesses necessary to present their case.</p> <p>E. 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.</p> <p>F. Under no circumstances will NWSEO witnesses or representatives be authorized overtime or premium pay, including credit hours and compensatory time, as a result of participating in these proceedings.</p>		<p>until such time as Management is able to comply with his/her request. Any costs incurred shall be shared equally by the parties. Management agrees to issue no cost refundable travel orders to NWSEO witnesses in order to use the Government rate.</p> <p>C. Both parties agree to call only the minimum number of witnesses necessary to present their case.</p> <p>D. 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.</p> <p>E. Under no circumstances will NWSEO witnesses or representatives be authorized overtime or premium pay as a result of participating in these proceedings.</p>
<p>5.</p>	<p>Sec. 5</p>	<p>SECTION 5. ARBITRATION COSTS (Sec. 5B Language in GREEN is the same as language in green in NWSEO Sec. 5D)</p> <p>A. Except as provided above, the parties will each pay one-half of the regular fees and expenses of the arbitrator hearing the case.</p> <p>B. If the arbitrator requires a transcript, each party will pay one- half of the cost. The transcript will be</p>	<p>Sec. 5</p>	<p>SECTION 5. ARBITRATION COSTS</p> <p>A. The parties will each pay one-half of the regular fees and expenses of the arbitrator hearing the case.</p> <p>B. 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.</p>

		<p>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.</p> <p>C. Where a party has been accorded full opportunity to appear before the arbitrator and be heard, the party cannot complain about the result if they voluntarily choose not to appear. In this case, the party failing to appear shall pay the whole cost of the arbitration.</p> <p>D. All other expenses which the parties agree to incur shall be shared equally.</p> <p>E. Travel and other costs for Management representatives and Management witnesses shall be paid by Management.</p> <p>F. Travel and other costs for Union representatives and Union witnesses shall be paid by the Union, except as provided in Section 6.</p>		<p>C. Where a party has been accorded full opportunity to appear before the arbitrator and be heard, the party cannot complain with 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.</p> <p>D. 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.</p> <p>E. 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.</p> <p>F. All other expenses which the parties agree to incur shall be shared equally.</p> <p>G. Travel and other costs for Management representatives and witnesses shall be paid by Management.</p> <p>H. Travel and other costs for Union representatives and witnesses shall be paid by the Union, except as provided in Section 6.</p>
<p>6.</p>	<p>Sec. 6A</p>	<p><u>SECTION 6.</u> ATTORNEY FEES</p> <p>A. 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.</p>	<p>Sec. 6</p>	<p><u>SECTION 6.</u> ATTORNEY FEES</p> <p>A. The arbitrator must determine that any attorney fees be consistent with 5 U.S.C. 5596 and 5 U.S.C. 7701(g)(1) and (2), and the Attorney retained by NWSEO must present appropriate and customary documentation of fee entitlement.</p> <p>B. Upon the issuance of an award, the arbitrator shall retain jurisdiction to determine the entitlement to attorney fees, if any.</p>
<p>7.</p>	<p>Sec. 6B</p>	<p>B. Upon the issuance of an award, the arbitrator shall retain jurisdiction to determine the entitlement to attorney fees, if any.</p>	<p>Sec. 7</p>	<p><u>SECTION 7.</u></p> <p>A. 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:</p>

				<ol style="list-style-type: none"> 1. 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. 2. 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.
8.	Sec. 7	<p><u>SECTION 7.</u> 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:</p> <ol style="list-style-type: none"> A. Are contrary to or inconsistent with, or modifying, adding, deleting, varying, in any way, the terms of this Agreement or of applicable law, rules, or regulations governing the Federal sector. B. Involve the exercise of statutory or discretionary rights of both parties under the provisions of this Agreement or under applicable law, rules or regulations, unless otherwise waived by the Agreement. 	Sec. 8	<p><u>SECTION 8.</u> In order for the Arbitrator to make an award of back pay under the Back Pay Act, there must be not only a determination that the aggrieved employee was affected by an unwarranted personnel action, but also a determination that such unwarranted action directly resulted in the withdrawal or reduction in the pay, allowances, or differentials that the employee would otherwise have earned or received. An employee awarded back pay under 5 U.S.C. 5596 of the Back Pay Act is entitled to the payment of interest.</p>
9.	Sec. 8	<p><u>SECTION 8.</u> 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.</p>	Sec. 9	<p><u>SECTION 9.</u></p> <ol style="list-style-type: none"> A. The arbitrator is bound by the Federal Mediation and Conciliation regulations regarding time deadlines for rendering arbitration awards. When the arbitrator is unable to render an award within 60 days from the close of the hearing, he/she should request an extension of time from the parties. B. The Arbitrator’s award will be sent to both parties simultaneously. C. Either party may remand the issue to the Arbitrator for the purpose of clarifying a decision or award. A copy of notification for such purpose will be immediately furnished to the other party.

10.	Sec. 9	<p><u>SECTION 9.</u> A. The arbitrator is bound by the 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.</p> <p>B. The Arbitrator's award will be sent to both parties simultaneously.</p> <p>C. Either party may remand the issue to the Arbitrator for the purpose of clarifying a decision or award. A copy of notification for such purpose will be immediately furnished to the other party.</p>	Sec. 10	<p><u>SECTION 10.</u> Any party withdrawing from arbitration, absent settlement, agrees that the grievance at issue is null and void and cannot be raised again.</p>
11.	Sec. 10	<p><u>SECTION 10.</u> Any grieving party withdrawing from arbitration, absent settlement, agrees that the grievance at issue is null and void and cannot be raised again.</p>		
12.	Sec. 11	<p><u>SECTION 11.</u> 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.</p>		

**ARTICLE 13
 PERFORMANCE MANAGEMENT**

#	Agency Proposed Language		Union Proposed Language	
1.	TITLE	PERFORMANCE MANAGEMENT	TITLE	PERFORMANCE APPRAISALS AND WITHIN GRADE INCREASES
2.	Sec. 1	<p>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:</p> <p>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;</p> <p>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;</p> <p>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</p> <p>D. evaluating and improving individual and organizational performance.</p>	Sec. 1	<p>SECTION 1. General The NOAA Performance Management Program will serve as the basis for performance appraisal in the NWS. The NOAA Performance Management Program provides for:</p> <ul style="list-style-type: none"> - establishing critical elements and related performance standards for each covered position, which, to the maximum extent feasible, permit the accurate evaluation of job performance on the basis of objective criteria related to the position; - using performance plans to communicate Department goals and objectives, NOAA and NWS strategic and operating plans, and to identify individual accountability for their accomplishment; - using performance appraisal results as a basis for providing information to employees on their performance and how it may be improved; and for training, rewarding, reassigning, promoting, reducing in grade, retaining, granting within-grade increases, and removing employee; and - evaluating and improving individual and organizational performance. <p>All bargaining unit employees will receive a performance appraisal in accordance with the NOAA Performance Management Program which will be based on a comparison of the employee’s performance with the standards and elements established for the appraisal period.</p> <p>When an employee is on detail for 120 days or more, the supervisor, or management designee, of the detail shall provide a performance review in accordance with NAO 202-430 (Effective 02/06/98; Reviewed Last: 08/24/15).</p> <p>When an employee is on detail for 119 days or less, or is a member of a team outside the direct supervision of the employee’s immediate</p>

				<p>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.</p> <p>Employees will receive a complete copy of the Performance Plan, Progress Review and Appraisal Record.</p>
3.	Sec. 2	<p>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.</p>	Sec. 2	<p>SECTION 2. PERFORMANCE PLAN The parties agree that the performance appraisal process is not a unilateral process. It involves participation on the part of the rating official and the employee.</p> <p>A. Approximately four weeks before the start of the appraisal period, the rating official and employee should begin developing written performance plans for the next appraisal period. The rating official will document the critical elements in Part I of the Performance Plan, Progress Review and Appraisal Record within 60 days after the beginning of the rating period or when the employee has a significant change in critical elements.</p> <p>B. The parties agree that the final determination on the content of critical elements rests with management and is not grievable. If the rating official and employee disagree on the contents of the performance plan, the rating official and employee should attempt to resolve the disagreement informally. If they cannot reach agreement, the reviewing official will make the final decision regarding the contents of the plan.</p> <p>C. When the performance plan is finalized, the rating official will discuss the plan with the employee. The employee will be requested to sign and date the final plan. By signing, the employee officially acknowledges that the performance plan has been received.</p>
4.	Sec. 3	<p>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</p>	Sec. 3	<p>SECTION 3. PROGRESS REVIEW The parties agree that progress reviews are a part of the appraisal process. These reviews, scheduled at approximately the midpoint of the rating period, are a key factor in identifying how well an employee is progressing towards meeting or exceeding performance standards for all critical elements.</p>

		<p>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.</p>		<p>A. Additional progress reviews may be scheduled by the rating official when performances deficiencies are observed. The rating official will provide specific recommendations on how the employee can improve his/her performance.</p> <p>B. Progress Reviews and any changes to the performance plan must be documented and a copy given to the employee.</p> <p>C. Performance-based meetings or counseling sessions are individual situations and not a general condition of employment which rise to a right to the presence of a representative. These meetings are a private, business like exchange between a supervisor and an employee.</p>
<p>5.</p>	<p>Sec. 4A</p>	<p>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.</p>	<p>Sec. 4</p>	<p>SECTION 4. APPRAISAL A. Employees have the option of conducting a pre-appraisal meeting with the rating official prior to the formal appraisal meeting. A pre-appraisal meeting must be initiated and conducted by the employee, and may serve to: present the employee's assessment of, his/her accomplishments with respect to the standards; inform the rating official about aspects of work of which the rating official is unaware; and, identify changes necessary for the next performance plan and cycle.</p> <ol style="list-style-type: none"> 1. The employee should be prepared to bring documentation to the meeting to support his/her assessment. When the employee provides relevant data to support his/her performance appraisal, the rating official should take this data into consideration on the final rating. 2. Rating officials must give the employees two (2) working days advance notice of the time for the performance appraisal meeting. 3. For employees assigned a summary level of "Meets or Exceeds Expectations," the rating official is encouraged to include narrative comments in Part III of the Performance Plan, Progress Review and Appraisal Record. For employees assigned a summary level of "Does Not Meet Expectations", the rating official must provide a written explanation describing the specific areas in which the employee

				<p>failed to achieve critical elements and the employee must be placed on a Performance Improvement Plan (PIP).</p> <p>B. Officials shall review performance appraisals, recommended performance ratings, and any employee comments, and that actual accomplishments support the recommended rating. They shall assign the final performance ratings, respond to employee comments on the final ratings, and when warranted, sign performance-related personnel actions as reviewing officials.</p> <p>C. If the employee disagrees with the rating, he/she may comment in writing to the reviewing official, normally within five (5) working days of receipt of the rating. Reviewing officials will respond in writing to the employee's comments within ten (10) working days.</p> <p>D. The final rating on an employee's performance for the most recent rating period will be considered the appraisal rating of record until replaced by another rating. When a rating official changes positions or leaves NWS during the last 119 days of the appraisal period, he or she must complete appraisals and ratings for subordinate employees before departing. These ratings will serve as the employee's rating of record for the appraisal period. The remaining days of the appraisal period will be included in the following appraisal cycle.</p> <p>E. Employees will receive with-in grade increases when eligible if their performance is at an acceptable level of competence.</p> <p>F. The process of monitoring performance is ongoing. Therefore, management shall counsel employees in relation to their performance on an "as needed" basis. Such counseling sessions will inform the employee what he/she must do to improve performance. If such counseling is not successful and the employee's performance falls to below the "Meets or Exceeds" level, management may take appropriate action.</p> <p>G. An employee placed on a Performance Improvement Plan (PIP) shall be given a written notice which includes:</p>
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				<ol style="list-style-type: none"> 1. the critical element(s) of the employee’s plan for which performance is unacceptable; 2. the action(s) that must be taken by the employee to improve performance to the “Meets or Exceeds Expectations” level; 3. the assistance, if any, that will be provided by management; and, 4. the action (i.e., reassignment, reduction in grade, or removal) that will be taken if the employee does not improve performance to the “Meets or Exceeds Expectations” level. <p>As part of this notification, the employee shall be given reasonable time to improve to the meets or exceeds level and must sustain that level of performance for at least one year from the start of the opportunity to improve period. Reasonable time means an amount of time commensurate with the duties and responsibilities of the employee’s job which is sufficient to allow the employee to show whether he/she can meet minimum performance standards. A range between 45 and 90 days, but at no time less than 30 days, is considered reasonable. At the end of the stated period, the employee’s performance shall be evaluated and the employee shall be informed, in writing, that:</p> <ul style="list-style-type: none"> - he/she performed at an acceptable level, and must continue to do so for one year at the end of the period; - the opportunity to improve period shall be extended; - he/she will be reassigned to another appropriate position for which qualified; or - his/her removal or reduction in grade is proposed. <p>Remedial training assigned during the “Opportunity to Improve” 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.</p>
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				<p>Employees on a Performance Improvement Plan (PIP) who become eligible for a WGI will receive the WGI in accordance with applicable law.</p> <p>H. An employee who is proposed to be reduced in grade or removed, based on unacceptable performance, shall be given thirty (30) calendar days advance written notice of the proposed action which:</p> <ul style="list-style-type: none"> - states the reasons for the proposed action in detail; - identifies specific instances of unacceptable performance by the employee; - identifies the critical elements of the employee's performance plan for which performance is unacceptable; - describes the efforts management has taken to bring the employee's performance to the "Meets or Exceeds Expectations" level; - states that the employee may review the material relied upon in proposing the action. The notice will provide a copy of such material; - informs the employee of the right to reply orally or in writing, or both, within fifteen (15) calendar days from receipt of the proposed notice; and - informs the employee of the right to be represented by NWSEO or by another representative. <p>I. If an employee is put on notice per Section 4.G. of this Article, and the employee's performance improves during the Opportunity to Improve period, and that acceptable performance continues for one year, so that no performance based action is taken, any reference to a performance deficiency that led to the original determination that performance was unacceptable will then be removed from the record. An employee may file a response to all performance evaluations which becomes a part of an agency record, or personnel file relating to the employee.</p> <p>J. NWSEO officials who use official time to fulfill labor-management representational functions under this agreement, will not be disadvantaged on their appraisal for such approved use of official time.</p>
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6.	Sec. 4B	B. Conduct unrelated to job performance shall not be considered in measuring an employee's performance.		
7.	Sec. 4C	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.		
8.	Sec. 4D	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 employee 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.		
9.	Sec. 4E	E. A distribution of ratings which violates Federal law, Government-wide rule, or Government-wide regulation shall not be permitted.		

10.	Sec. 5A	<p>SECTION 5. DEFINITIONS</p> <p>A. Appraisal is the act or process of evaluating the performance of an employee against the prescribed performance standard(s).</p>		
11.	Sec. 5B	<p>B. 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.</p>		
12.	Sec. 5C	<p>C. 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.</p>		
13.	Sec. 5D	<p>D. 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. Noncritical elements are not permitted.</p>		
14.	Sec. 5E	<p>E. 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</p>		

		final summary level assigned the employee at the end of the rating cycle.		
15.	Sec. 5F	F. 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.		
16.	Sec. 5G	G. 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.		
17.	Sec. 5H	H. 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.		
18.	N/A	No equivalent language		
19.	Sec. 5I	I. 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.		
20.	Sec. 5J	J. 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.		
21.	Sec. 5K	K. Performance Levels – The generic performance standards (GPS) and supplemental performance standards are used to assign an element rating in		

		<p>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.</p>		
22.	Sec. 5K1	<p>1. 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.</p>		
23.	Sec. 5K2	<p>2. 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</p>		

		<p>advantage of existing systems for accomplishing the organization’s objectives. For additional information regarding Level 4, refer to Appendix B of this Agreement.</p>		
24.	Sec. 5K3	<p>3. 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.</p>		
25.	Sec. 5K4	<p>4. 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.</p>		
26.	Sec. 5K5	<p>5. 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</p>		

		<p>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.</p>		
27.	Sec. 5L	<p>L. 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.</p>		
28.	Sec. 5M	<p>M. 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.</p>		
29.	Sec. 5N	<p>N. 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.</p>		

30.	Sec. 5O	O. 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.		
31.	Sec. 5P	P. 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.		
32.	Sec. 5Q	Q. 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.		
33.	Sec. 5R	R. 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.		
34.	Sec. 5S	S. 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.		
35.	Sec. 5T	T. 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.		
36.	Sec. 5U	U. 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.		
37.	Sec. 5V	V. Required Performance Elements are performance elements that apply to all employees in an organization.		
38.	Sec. 5W	W. 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.		
39.	Sec. 5X	X. 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.		
46.	Sec. 6	<p>SECTION 6. RESPONSIBILITIES</p> <p>A. Employees are responsible to:</p> <ol style="list-style-type: none"> 1. Participate with supervisors in developing performance plans; 2. Perform duties and responsibilities in accordance with performance plans and position descriptions; 3. Document accomplishments against performance standards for both the progress review(s) and the final appraisals; 4. Participate in a scheduled progress review and request additional review(s), as necessary; 5. Schedule a pre-appraisal meeting with the rating official, if desired; 		

		<ol style="list-style-type: none"> 6. Participate in the appraisal process with the rating official; 7. Sign and date performance plans, performance appraisals, and ratings to acknowledge receipt; 8. Prepare written comments if desired; and 9. Personally identify and request developmental opportunities/ training to enhance performance. <p>B. Rating Officials are responsible to:</p> <ol style="list-style-type: none"> 1. 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; 2. Encourage employee participation in developing performance plans; 3. 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; 4. Engage in dialogue with employees to ensure performance plan requirements are being met; 5. Conduct and document at least one formal progress review around the midpoint of the appraisal period and provide written feedback to employees, as appropriate; 6. Modify performance plans, as necessary; 7. Participate in the pre-appraisal meeting, if one is requested by the employee; 8. Complete appraisals which include determining and evaluating employees' actual performance; 9. Confer with approving officials about their employee's performance and obtain approval 		
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		<p>on the ratings they plan to assign their employees;</p> <ol style="list-style-type: none"> 10. Obtain approving official's approval before discussing ratings with employees; 11. Document instances of unacceptable performance such as missed deadlines or poor quality work products; 12. Discuss the approved final appraisal with employees; 13. Sign and date performance plans, performance appraisals, and ratings; 14. Provide employees with a copy of the rating of record at the end of the appraisal cycle; 15. Recommend personnel actions (including awards), performance-based actions, and/or training based on employee performance in relation to performance standards; and 16. Submit the ratings assigned to each employee within a timely manner, to be processed. <p>C. Approving Officials:</p> <ol style="list-style-type: none"> 1. Review critical elements and standards to ensure consistency with organizational strategic goals and plans; 2. Review, approve, sign, and date performance plans prepared by rating officials; 3. 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; 4. Approve, sign, and date final summary ratings; and 5. Approve or recommend performance-related personnel actions including awards. 		
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48.	Sec. 7	<p>SECTION 7. USE OF THE PROCESS The performance management process involves:</p> <ul style="list-style-type: none"> • Performance planning; • Monitoring employee performance; • Employee development; and • Evaluating employee performance. 		
49.	Sec. 8	<p>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.</p> <p>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.</p> <p>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.</p>		

		<p>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.</p> <p>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.</p> <p>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.</p>		
50.	Sec. 8A	<p>A. Critical Elements in a Performance Plan Must:</p> <ol style="list-style-type: none"> 1. Be aligned with organizational goals and objectives; 2. Be the cornerstone of individual accountability in employee performance management; 3. Be a major component of work; 		

		<p>4. Describe work assignments and responsibilities that are within the employee’s control to accomplish; and</p> <p>5. Be weighted at no less than 15 percent (15%).</p>		
51.	Sec. 8B	B. Critical elements may not describe a group’s performance.		
52.	Sec. 8C	C. 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%).		
53.	Sec. 8D	D. 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.		
54.	Sec. 8E	E. 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.		

55.	Sec. 8F	F. The contents of the performance plan may not be grieved.		
56.	Sec. 9	<p>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.</p> <p>A. 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.</p> <p>B. 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.</p> <p>C. Discussion At each progress review, the following occurs:</p> <ol style="list-style-type: none"> 1. 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; 2. The identification of any performance deficiencies and recommendations on how to improve; 3. A review of the plan to determine the need for changes in the plan based on changes in responsibilities; 4. A discussion of the developmental/training goals or objectives; and 		

		<p>5. 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.</p> <p>Both the supervisor and employee should date and initial the performance plan to indicate the progress review took place.</p> <p>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.</p> <ol style="list-style-type: none"> 1. 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. 2. 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. 		
57.	Sec. 10	<p>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.</p>		

		<p>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.</p> <p>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.</p>		
58.	Sec. 11	<p>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.</p> <p>A. An employee is ratable if:</p> <ol style="list-style-type: none"> 1. He or she occupies a covered position on the last day of the performance cycle; and 2. He or she worked at least 120 days in one or more covered positions during the appraisal cycle. <p>B. An employee is unratable if one of the following applies:</p> <ol style="list-style-type: none"> 1. 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 		

		<p>the end of the rating cycle to allow for a rating to be given.</p> <ol style="list-style-type: none"> 2. 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. 3. 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. 4. Approved absences creditable under 5 CFR 531.406 (LWOP, Military Service, etc.) <p>C. 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.</p> <p>D. 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:</p> <ol style="list-style-type: none"> 1. Present an assessment of his or her performance achieved during the appraisal cycle; 		
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		<p>2. Inform the rating official of aspects of his or her work of which the rating official may not be aware; and</p> <p>3. Identify objectives he or she would like to include in the performance plan for the next appraisal period.</p> <p>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.</p> <p>E. 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.</p> <p>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.</p> <p>F. 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.</p> <p>A written justification is required for any element rated below Level 3.</p> <p>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.</p>		
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		<p>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.</p> <p>G. Ratings of Record The following summary performance ratings constitute a rating of record</p> <ol style="list-style-type: none"> 1. The annual performance appraisal rating as discussed above; 2. 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 3. A rating rendered following completion of a PIP. <p>H. 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:</p> <p style="padding-left: 40px;">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</p> <p>After each critical element has been rated, multiply the score for each element by the weight</p>		
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		<p>assigned to it. No fractional scores or weights may be used.</p> <p>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</p> <table border="1" data-bbox="430 571 953 630"> <tr> <td>TOTAL</td> <td>390 points</td> </tr> </table> <p>Total the individual scores to determine the overall score. In the example above, the sum of $120 + 90 + 100 + 80 = 390$.</p> <p>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</p> <p>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.</p> <p>Note: If one critical element is rated Level 1, the summary rating must be Level 1.</p>	TOTAL	390 points		
TOTAL	390 points					
<p>59.</p>	<p>Sec. 12</p>	<p>SECTION 12. PERFORMANCE IMPROVEMENT PLAN (PIP) A. 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</p>				

		<p>an opportunity to demonstrate acceptable performance at Level 3. This is done in the form of a Performance Improvement Plan (PIP).</p> <p>B. PIP Requirements</p> <p>Description of the critical element in which performance is deficient and specific instances of Level 1 performance:</p> <ol style="list-style-type: none"> 1. the critical element(s) of the employee’s plan for which performance is unacceptable; 2. why the employee’s performance does not demonstrate acceptable performance; 3. the action(s) that must be taken by the employee to improve performance to Level 3; 4. the assistance, if any, that will be provided by Management; and, 5. 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. <p>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:</p> <ol style="list-style-type: none"> 1. he/she performed at an acceptable level, and must continue to do so for one year from successful completion of the 		
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		<p>requirements of the PIP;</p> <ol style="list-style-type: none"> 2. the PIP period shall be extended; 3. he/she will be reassigned to another appropriate position for which qualified; or 4. his/her removal or reduction in grade is proposed. <p>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.</p>		
60.	Sec. 13	<p>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:</p> <ol style="list-style-type: none"> A. states the reasons for the proposed action in detail; B. identifies the critical elements of the employee's performance plan for which performance is unacceptable; C. identifies specific instances of unacceptable performance by the employee on which the proposed action is based; D. states that the employee may review the material relied upon in proposing the action. The notice will provide a copy of such material; E. 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 		

		<p>meetings may be conducted via teleconference or VTC, where appropriate;</p> <p>F. states the employee may ask for an extension to submit a reply;</p> <p>G. 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</p> <p>H. informs the employee of their right to be represented by NWSEO or by another representative.</p>		
61.	Sec. 14	<p>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.</p>		
62.	Sec. 15	<p>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.</p>		
63.	Sec. 16	<p>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:</p> <p>A. The employee’s performance must be at an</p>		

		<p>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).</p> <ol style="list-style-type: none"> 1. 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. 2. 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. <p>B. The employee must have completed the required waiting period for advancement to the next higher step of the grade of his or her position.</p> <p>C. The employee must not have received an equivalent increase during the waiting period.</p>		
64.	Sec. 17	<p>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.</p>		

**ARTICLE 14
 MERIT ASSIGNMENT PROGRAM**

#		Agency Proposed Language	Union Proposed Language	
1.	TITLE	MERIT ASSIGNMENT PROGRAM	TITLE	MERIT ASSIGNMENT PROGRAM
2.	Article	For its Merit Assignment Plan (MAP), the NWS will follow the July 19, 2019 NOAA Merit Assignment Plan, NOA 209-119 with amendment to Section 1 of that plan to incorporate the parties September 12, 2018 Tentative Agreement.	Sec. 1	<p>SECTION 1. PURPOSE AND COVERAGE</p> <p>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.</p> <p>B. This article applies to selection for competitive service bargaining unit positions resulting in the following types of actions:</p> <ol style="list-style-type: none"> 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

				<p>5. training required for promotion to a bargaining unit position unless the training is available to all qualified bargaining unit employees.</p>
<p>3.</p>	<p>N/A</p>	<p>No equivalent language</p>	<p>Sec. 2</p>	<p>SECTION 2. DEFINITIONS</p> <p>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.</p> <p>B. Area of Consideration: The minimum area in which a search is made for eligible candidates.</p> <p>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.</p> <p>D. Career Promotion: The promotion of an employee without current competition.</p> <p>E. Competitive Procedure: The process of evaluating bargaining unit applicants by applying job-related merit factors to determine the best qualified, applicants.</p> <p>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.</p> <p>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.</p> <p>1. Qualified. The rating given to an applicant who meets all of the established qualification</p>

				<p>requirements for a particular position, including selective placement factors.</p> <p>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.</p> <p>H. Merit Assignment Program (Selection) Certificate: The form used for submitting the names of qualified candidates to the selecting official for consideration.</p> <p>I. Merit Program Vacancy Announcement: A form used to publicize current or anticipated vacancies.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>M. Reassignment: The change of an employee from one position to another without promotion or demotion within the Department of Commerce.</p> <p>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.</p>
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				<p>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> <p>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.</p>
4.	N/A	No equivalent language	Sec. 3	<p>SECTION 3. RESPONSIBILITIES Bargaining Unit employees are responsible for:</p> <p>A. Being knowledgeable of the provisions of this Article and complying with its requirements;</p> <p>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;</p> <p>C. Demonstrating competence and readiness for advancement by effective performance in current positions; and</p> <p>D. Advising their immediate supervisor in writing, prior to any temporary absences, (other than those involving the Intergovernmental Personnel Act, military duty or assignment with statutory reemployment rights) of the types of vacancies in the bargaining unit for which they wish to be considered during their absence.</p>

5.	N/A	No equivalent language	Sec. 4	<p>SECTION 4. EXCEPTIONS This article does not apply by government-wide regulation in the following instances:</p> <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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.
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				<p>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.</p> <p>3. Career Promotion of an Employee in a Position with Known Promotion Potential.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>I. Upward Mobility Program positions for which selections are made and filled through the merit process.</p>
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				J. The filling of vacancies subject to the Priority Placement Program shall take precedence over any procedures of the Merit Assignment Program.
6.	N/A	No equivalent language	Sec. 5	<p>SECTION 5. CERTIFICATION</p> <p>A.</p> <ol style="list-style-type: none"> 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. <p>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.</p> <p>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.</p> <p>D. Decision: The selecting official’s decision to select a particular applicant will be indicated on the selection certificate.</p>
7.	N/A	No equivalent language	Sec. 6	SECTION 6. INFORMATION TO EMPLOYEES

				<p>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.</p> <p>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:</p> <ol style="list-style-type: none"> 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.
<p>8.</p>	<p>N/A</p>	<p>No equivalent language</p>	<p>Sec. 7</p>	<p>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:</p> <ol style="list-style-type: none"> 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;

				<p>E. the employee’s performance meets or exceeds expectations; and</p> <p>F. no administrative restriction on promotions has been imposed by the NWS or an Authority above the NWS level.</p> <p>When these conditions have been met, the employee shall be promoted.</p>
9.	N/A	No equivalent language	Sec. 8	<p>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.</p>

ARTICLE 16
DETAILS AND TEMPORARY PROMOTIONS

#	Agency Proposed Language		Union Proposed Language	
1.	TITLE	DETAILS AND TEMPORARY PROMOTIONS	TITLE	DETAILS/TEMPORARY PROMOTIONS
2.	N/A	No equivalent language	Sec. 1 opening	Temporary promotions will be made when the following requirements are met:
3.	Sec. 1A	A. Detail is defined as the temporary assignment of an employee to a different position or set of duties for a specified period of time where there is no formal position change; officially, the employee continues to hold the position from which detailed and keeps the same status and pay. Details can be made to higher graded, same graded, or lower graded positions. All details will be made on a fair and equitable basis to employees determined qualified by Management.	N/A	No equivalent language
4.	Sec. 1B	B. Details to a higher graded position, of less than two (2) consecutive pay periods, will not result in a pay adjustment or temporary promotion.	N/A	No equivalent language
5.	Sec. 1C	C. An employee detailed to a higher graded position for a period of two (2) consecutive pay periods or more will receive a temporary promotion and the rate of pay for the position to which he/she has been temporarily promoted. The employee will be paid for the entire period of that temporary promotion consistent with law and regulations.	Sec. 2	An employee who is assigned to a position of higher grade duties for twenty (20) consecutive work days or more will be temporarily promoted and receive the rate of pay for the position to which he/she has been assigned for the entire period of that assignment.
6.	Sec. 1D	D. Temporary promotion is defined as a	N/A	No equivalent language

		promotion to a higher graded position which is temporary in nature and cannot exceed 120 days.		
7.	Sec. 1E	E. When Management determines to make a non-competitive temporary promotion to a higher graded bargaining unit position, it will select from among employees it deems eligible and qualified to perform this higher graded position.	N/A	No equivalent language
8.	Sec. 1F	F. The employee meets all Federal and position requirements.	Sec. 1C	C. The employee meets all Federal and position requirements.
9.	N/A	No equivalent language	Sec. 1A	A. The actual time to perform the higher graded position to which an employee is assigned or detailed to is twenty (20) consecutive work days or more.
10.	N/A	No equivalent language	Sec. 1B	B. Performance of the higher graded duties is clearly not a factor that was taken into account in the classification of the employee's present position.
11.	Sec. 2	All temporary promotions of two (2) pay periods or longer will be documented in the employee's electronic official personnel file (e.g., Standard Form 50, Official Personnel Action).	Sec. 3	All temporary promotions of twenty (20) working days or more will be documented by Standard Form 50, Official Personnel Action.
12.	Sec. 3	An employee's eligibility for a temporary promotion must be assessed by calculating the Not-to-Exceed (NTE) date of the requested promotion, and determining whether the employee would exceed the 120 day limitation of a non-competitive temporary promotion during the one-year period of time preceding the NTE date. If the employee would not exceed 120 days, the action can be processed. If the employee would exceed 120 days, the requested promotion must be reduced by the number of days exceeding 120.	N/A	No equivalent language

		<p>To calculate an employee’s eligibility for a temporary promotion:</p> <p>A. Calculate the Not to Exceed/NTE (end) date of the requested temporary promotion.</p> <p>B. Review the year preceding the NTE date of the requested temporary promotion.</p> <p>For example, an employee receives a 30-day temporary promotion that begins on October 1, 2015, the NTE date is October 30, 2015. The employee who receives that temporary promotion cannot have been temporarily promoted for more than 120 days between October 1, 2014 and September 30, 2015.</p>		
13.	Sec. 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.	N/A	No equivalent language
14.	N/A	No equivalent language	Sec. 4	In addition to the above, management shall continue to abide by the May 2001 side agreement as enforced by Arbitrator Simmeljkaer, by temporarily promoting any unit employee who has been assigned the duties of a higher graded position that has been vacant for twenty (20) days or more.

ARTICLE 17
TRAINING AND CAREER DEVELOPMENT

#	Agency Proposed Language	Union Proposed Language
1.	<p>Sec. 1</p> <p>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.</p> <p>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.</p> <p>Training opportunities will be offered to employees within occupational or position groupings as equitably as is practicable, considering:</p> <ul style="list-style-type: none"> 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. 	<p>Sec. 1</p> <p>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.</p> <p>The choice of subject matter, areas for training, selection of employees and assignment of training priorities, is a function of Management. Management's exercise of these rights does not preclude the right of the Union to propose, during impact and implementation bargaining, training as an appropriate arrangement to ameliorate the adverse impact upon Bargaining Unit Employees of the exercise of Management rights, or to bargain over the impact and implementation of training assignments or decisions.</p> <p>Training opportunities will be offered to employees within occupational or position groupings as equitably as is practicable, considering:</p> <ul style="list-style-type: none"> 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.
2.	<p>Sec. 2</p> <p>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</p>	<p>Sec. 2</p> <p>SECTION 2. The Agency will evaluate and submit appropriate courses for academic credit to the American Council on Education (ACE) at the Agency's expense. ACE-accredited Agency coursework will be considered on an equivalent basis with any</p>

		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.		other similar accredited courses from other institutions when assessing a job applicant’s qualifications.
3.	N/A	No equivalent language	Sec. 3	<p>SECTION 3. The Agency will operate and maintain an agency-wide Learning Management System (LMS) that serves as a software application for the administration, documentation, tracking, reporting and delivery of educational courses or training programs, to include:</p> <ul style="list-style-type: none"> ● 24/7 access to self-paced on-line courses; ● The ability to enroll in “live” instructor-led training (ILT); ● Maintain a transcript of employee training activities; and ● Allow access to ALL agency mandated training, to include completion deadlines and email reminders. ● Access via any internet-connected device. <p>All agency-mandated training should, to the maximum extent practicable, be accessed and tracked via the LMS to ensure all training is housed and tracked in a single location and automatically becomes part of an employee’s transcript. Employees are responsible for ensuring the accuracy of their training transcript within the LMS and report any errors to the appropriate official.</p>
4.	Sec. 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.	Sec. 4	<p>SECTION 4. Management and the Union recognize the importance of training activities to furthering the Agency mission through the enhancement of the knowledge, skills, abilities (KSAs), and potential of employees, and agree that the Individual Development Plan (IDP) is the means to document these goals. Individual employee career development goals will be considered when Management officials make decisions regarding the mission-related training and career development activities within their field office/divisions.</p> <p>The IDP provides a means for NWS employees to identify short- and long-term career goals together with the training and professional developmental experiences needed to achieve those goals. Use of the IDP is optional for employees. An IDP is to be regarded as a confidential agreement between the employees and</p>

				his or her supervisor. Once per year, management will initiate an IDP meeting with employees. If an employee chooses to submit an IDP, the IDP meeting should be used to discuss the contents of IDPs to ensure the IDP reflects organizational and individual goals. Management will ensure that for all agreed upon courses in an IDP, all courses and materials required by the courses are made available at no cost to employees.
5.		If approved, Materials required for the course, which are not on the CLC, will be paid for by Management.	Sec. 5	SECTION 5. 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.
6.		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.	Sec. 6	SECTION 6. Students attending the NWSTC or other NWS training courses longer than one week may be authorized to use their personal vehicles in accordance with government, DOC, and NOAA regulations and procedures.
7.		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.	Sec. 7	SECTION 7. 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 equitably support and encourage employees to take advantage of training and educational opportunities which will add to their skills and qualifications. The Parties agree that in accordance with Article 26 (Telework) of this Agreement, telework should be offered for training employees whenever possible. If the training is included in the employee’s IDP and approved by Management, the employee will be provided reasons in writing if the training or development opportunity, including the time to complete the opportunity, is denied.
8.	Sec. 4	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	Sec. 8	SECTION 8. A Training Review and Career Development Board will be established, and the charter written by the NLC within ninety (90) days after the execution of this Agreement and update it annually as per Article 8, Section 2C2. The members will include equal numbers of Agency and Union representatives and shall meet at a minimum on a quarterly basis. The roles and responsibilities of the Training Review and Career Development Board shall include but not be limited to:

		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.		<p>assessments; investigate and develop training and career development opportunities; communicate opportunities to employees; advise the NLC on training policy needs/objectives; advocate for employee training and development and collect, ensure and develop metrics.</p> <p>The Training Review and Career Development Board will advise the Agency on developing, funding, supporting and providing yearly leadership training (e.g., Regional leadership programs such as LIFT, BLAST, LEAD), and other mentoring programs.</p>
9.	Sec. 5	<p><u>SECTION 5.</u> 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.</p>	Sec. 9	<p><u>SECTION 9.</u> The Parties agree that applicants for the University Assignment Program (UAP) shall be approved when all selection criteria for participation in the UAP are met. Management will make a reasonable effort to give applicants up to eight (8) hours of administrative time off to prepare an application for the UAP. If an applicant is denied approval for the UAP, the applicant's supervisor shall provide a written explanation to the applicant and Union representative within five (5) days, and the applicant may appeal directly to the Training Review and Career Development Board or through the grievance process outlined in Article 10 of this Agreement.</p> <p>The names of successful candidates for full or part time university assignments shall be provided to the NWSEO President or his/her designee, on a quarterly basis.</p>
10.	Sec. 6	<p><u>SECTION 6.</u> 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.</p>	Sec. 10	<p><u>SECTION 10. Mentoring</u> The Parties agree that mentoring provides a broad scale of benefits to the Agency which include, but are not limited to: promoting career development; increasing knowledge of the Agency and its mission; supporting a fully integrated and diverse workforce; and improving communication and collaboration. The Agency shall make every reasonable effort to expand mentoring programs to allow all individuals interested to participate. Employees are encouraged to participate in Agency mentoring programs to the fullest extent possible. The Agency will consider providing the following to support the participation of employees in mentoring programs:</p> <p>A. Participants shall be provided travel and training time to complete mentoring training;</p> <p>B. Participants shall be provided up to two (2) hours of administrative time for mentoring meetings;</p>

				<p>C. Participants shall be provided up to eight (8) hours of administrative time to meet either face to face or via web at least twice per year.</p> <p>If an employee is denied approval for any activities listed above, the applicant’s supervisor shall provide a written explanation to the employee, their Union representative, and the Training Review and Career Development Board within five (5) days.</p>
11.	Sec. 7	<p><u>SECTION 7.</u> An employee within five (5) years of retirement eligibility may apply, through a request for training, for authorization to attend retirement planning seminars.</p>	Sec. 11	<p><u>SECTION 11.</u> A matter pertaining to this Article which is not specifically covered by this Agreement and which is subject to bargaining will be bargained in accordance with the mid-term bargaining article of this Agreement.</p>
12.	Sec. 8	<p><u>SECTION 8.</u> Transportation for any NWS-sponsored/controlled training will be in accordance with the travel article of this Agreement and appropriate regulations.</p>		
13.	Sec. 9	<p><u>SECTION 9.</u> 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.</p>		

**ARTICLE 19
 LEAVE**

#	Agency Proposed Language		Union Proposed Language	
1.	Sec. 1	<p>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.</p> <p>Any leave provided for in this Article may be approved in increments of fifteen (15) minutes or more.</p>	Sec. 1	<p>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.</p> <p>Any leave provided for in this Article may be approved in increments of fifteen (15) minutes or more.</p>
2.	N/A	No equivalent language	Sec. 2	<p>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.</p> <p>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.</p> <p>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. At the</p>

				<p>beginning of October, Management will notify employees of their need to schedule annual leave or lose entitlement to all leave in excess of the authorized limit.</p> <p>Annual leave cannot be substituted for work for overtime purposes.</p>
<p>3.</p>	<p>Sec. 2 Paragraph 1</p>	<p>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.</p>	<p>Sec. 3</p>	<p>SECTION 3. SCHEDULED LEAVE</p> <p>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.</p> <p>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.</p> <p>C. Management may implement peak period leave procedures when requested by the designated NWSEO Steward. The steward will identify any peak periods at least six (6) months in advance. These periods will be specified in terms of pay periods. Requests for scheduled leave over a peak period will be submitted to the appropriate supervisor at least sixty (60) days in advance of the 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.</p> <p>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.</p> <p>E. Employees whose written requests are denied may request written reasons for the denial from the supervisor.</p> <p>F. The supervisor at his/her discretion, may approve or disapprove a leave request subject to staffing, workload</p>

				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.
4.	Sec. 2 Paragraph 2	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.	Sec. 4	SECTION 4. UNSCHEDULED LEAVE A. For the purposes of this article, unscheduled leave means leave which is requested after the schedule becomes fixed. B. Employees should submit requests for unscheduled leave as far in advance as possible. Requests for unscheduled leave will be either approved or disapproved within twenty-four (24) hours. An untimely response to a leave request, by Management, should not be considered, by the employee, as an approval of the request. C. Unscheduled leave may be granted by the supervisor, or designee, after considering the need, expressed by the employee for requesting unscheduled leave and the needs of the work unit. Unscheduled leave may be granted by supervisors or their designee when: extra personnel are available and the shift can be filled by qualified 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

				<p>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.</p>
5.	Sec. 2 Paragraph 3	<p>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.</p>	Sec. 5	<p>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.</p>
6.	Sec. 2 paragraph 4	<p>Annual leave cannot be substituted for work for overtime purposes.</p>	Sec. 6	<p>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.</p> <p>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.</p> <p>A. Management will grant accrued sick leave to an employee when the employee:</p> <ol style="list-style-type: none"> 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

				<p>childbirth (Note: This does not include care for a healthy newborn);</p> <ol style="list-style-type: none"> 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 or 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. <p>B. For the purposes of sick leave, "family member" means an individual with any of the following relationships to the employee:</p> <ol style="list-style-type: none"> 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. <p>C. "Son or daughter" means a:</p> <ol style="list-style-type: none"> 1. Biological, adopted, step, or foster son or daughter of the employee;
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				<ul style="list-style-type: none"> 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 <i>in loco parentis</i>) 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. <p>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.</p> <p>E. “Parent” means a:</p> <ul style="list-style-type: none"> 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 <i>in loco parentis</i>) 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. <p>F. When absence from duty exceeds three workdays, such leave is to be granted only when supported by a statement by medical authority or other administratively-acceptable evidence. Administratively-acceptable evidence must be documentary, and include a signed statement from the employee which in the supervisor’s judgment provides adequate information to support granting sick leave, or in an emergency a statement by the supervisor to the record as to the evidence relied upon in granting leave (e.g., personal observation of the employee, hospital admission documents, or similar evidence acceptable to the</p>
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				<p>supervisor).</p> <p>G. Supervisors may require supporting documents for absences of three days or less when an employee is a chronic user of short periods of sick leave, or has no sick leave balance, or there is a reasonable doubt as to the validity of the claim to such leave, or in other special circumstances. If a physician was not consulted, a signed statement from the employee giving the facts about the absence, the treatment used and the reasons for not having a physician's statement may be accepted as supportive evidence by the supervisor.</p> <p>H. In all instances, it is incumbent upon supervisors responsible for approving such leave to determine that the circumstances of the absence justify approval of such leave. A statement by a medical authority does not necessarily constitute conclusive evidence of entitlement to such leave, but is merely a factor to be considered by a responsible management official in determining whether such leave is justified under the circumstances involved.</p> <p>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.</p> <p>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</p>
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				<p>Management will request this information from the employee.</p> <p>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 and the employee’s ability to perform his or her job and a prognosis if known.</p> <p>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.</p> <p>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.</p> <p>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:</p> <ol style="list-style-type: none"> 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;
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				<p>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</p> <p>3. It be disclosed pursuant to a proper request in an administrative or judicial proceeding.</p> <p>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> <p>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.</p>
7.	Sec. 3A	SECTION 3. SCHEDULED LEAVE	Sec. 7	SECTION 7. FMLA 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.		<p>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.</p> <p>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.</p>
8.	Sec. 3B	A. 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.	Sec. 8	<p>SECTION 8. TEMPORARY NON-WORK ABSENCES FROM THE WORKSTATION</p> <p>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.</p> <p>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.</p> <p>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.</p>
9.	Sec. 3C	B. Peak periods will be specified in terms of pay periods. Requests for scheduled leave over a peak	Sec. 9	<p>SECTION 9. EMERGENCY AND HAZARDOUS CONDITIONS Where determined by management, NWS operations must</p>

		<p>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.</p>	<p>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.</p> <p>During hazardous weather emergencies (example: blizzard, ice storm, etc.), the following procedure will be followed:</p> <ul style="list-style-type: none"> 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 whether to allow weather and safety leave. D. Should weather and safety leave be granted to employees
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				<p>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.</p> <p>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).</p> <p>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.</p> <p>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.</p>
10.	Sec. 3D	C. For scheduled annual leave outside the peak periods, requests must be submitted at least fifteen (15) calendar days prior to the schedule becoming fixed.	Sec. 10	<p>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.</p>

				<p>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.</p>
11.	Sec. 3E	D. Employees whose written requests are denied may request written reasons for the denial from the supervisor.	Sec. 11	<p>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.</p> <p>An employee contemplating the use of military leave will advise the Employer as soon as possible of the anticipated dates of such leave.</p> <p>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.</p> <p>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. The law, 5 U.S.C. 5519 provides that an employee is entitled to the greater of his civilian pay or military pay, not both.</p> <p>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.</p>
12.	Sec. 3F	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.	Sec. 12	<p>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.</p> <p>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.</p>
13.	N/A	No equivalent language	Sec. 13	<p>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</p>

				<p>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.</p>
<p>14.</p>	<p>Sec. 4</p>	<p>SECTION 4. UNSCHEDULED LEAVE A. For the purposes of this article, unscheduled leave means leave which is requested after the schedule becomes fixed. B. Employees should submit requests for unscheduled leave as far in advance as possible. Requests for unscheduled leave will be either approved or disapproved within twenty-four (24) hours. An untimely response to a leave request, by Management, should not be considered, by the employee, as an approval of the request. C. Unscheduled leave may be granted by the supervisor, or designee, after considering the need, expressed by the employee for requesting unscheduled leave and the needs of the work unit. Unscheduled leave may be granted by supervisors or their designee when: extra personnel are available and the shift can be filled by qualified 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</p>	<p>Sec. 14</p>	<p>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.</p>

		<p>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).</p> <p>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.</p>		
15.	Sec. 5	<p>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.</p>	Sec. 15	<p>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.</p>
16.	Sec. 6	<p>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.</p> <p>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</p>	Sec. 16	<p>SECTION 16. Credit Hours Credit hours are base (nonovertime) 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.</p> <p>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.</p>

		not later than two (2) hours prior to the start of the employee’s regular shift.		
17.	Sec. 6A	<p>A. Management will grant accrued sick leave to an employee when the employee:</p> <ol style="list-style-type: none"> 1. Receives medical, dental, or optical examination or treatment; 2. Is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth (Note: This does not include care for a healthy newborn); 3. Provides care for a family member who is incapacitated by a medical or mental condition; attends to a family member receiving medical, dental, or optical examination or treatment; or arranges for or attends the funeral of a family member (104 hour annual maximum for full-time employee); 4. Provides care for a family member with a serious health condition (480 hour annual maximum for full-time employee); 5. Would, as determined by health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; or 6. Must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys’ court proceedings; required travel; and other activities necessary to allow the adoption to proceed or be finalized. 	Sec. 17	<p>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.</p>
18.	N/A	No equivalent language	Sec. 18	<p>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.</p>
19.	Sec. 6B	B. For the purposes of sick leave, “family member” means an individual with any of the following relationships to the employee:	Sec. 19	<p>SECTION 19. A matter pertaining to this Article which is not specifically covered by this Agreement and which is subject to bargaining will be bargained in accordance with the mid-term</p>

		<ol style="list-style-type: none"> 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. 		bargaining article of this Agreement.
20.	N/A	No equivalent language		
21.	Sec. 6C	<p>C. “Son or daughter” means a:</p> <ol style="list-style-type: none"> 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 <i>in loco parentis</i>) 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. 		
22.	N/A	No equivalent language		
23.	Sec. 6D	<p>C. “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.</p>		
24.	Sec. 6E	<p>D. “Parent” means a:</p> <ol style="list-style-type: none"> 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; 		

		<p>3. Person who serves or served as a parent (i.e., acts or acted <i>in loco parentis</i>) to the employee when the employee was a minor or required someone to act as a parent; or</p> <p>4. Parent as described in 1 through 3 of this paragraph for an employee’s spouse or domestic partner.</p>		
25.	Sec. 6F	E. Management may grant sick leave when the need for sick leave is supported by administratively acceptable evidence as to the reason for the absence.		
26.	Sec. 6G	<p>F. Administratively acceptable evidence may include:</p> <p>1. An employee’s self-certification as to the need for the absence; or</p> <p>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.</p>		
27.	Sec. 6H	G. 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.		
28.	Sec. 6I	H. 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.		
29.	Sec. 6J	I. 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.		
30.	Sec. 6K	J. 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 and the employee’s ability to perform his or her job and a prognosis if known.		
31.	Sec. 6L	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.		
32.	Sec. 6M	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.		
33.	Sec. 6N	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.,		

		<p>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:</p> <ol style="list-style-type: none"> 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. 		
34.	Sec. 6O	<p>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>		
35.	Sec. 6P	<p>O. Leave Restriction. If an employee is to be placed on leave restriction, the employee will be notified in writing of the terms of the leave restriction (e.g., duration, type of leave, a description of the medical documentation required for subsequent use of sick leave). Whenever practicable, the leave restriction letter will be presented to the</p>		

		<p>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.</p>		
36.	Sec. 7	<p><u>SECTION 7.</u> 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.</p> <p>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.</p>		
37.	Sec. 8A	<p><u>SECTION 8.</u> 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</p>		

		without prior notification or valid justification will be charged as AWOL.		
38.	Sec. 8B	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.		
39.	Sec. 8C	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.		
40.	Sec. 9	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:		
41.	Sec. 9A	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		

		<p>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.</p>		
42.	Sec. 9B	<p>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.</p>		
43.	Sec. 9C	<p>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 whether to allow weather and safety leave.</p>		
44.	Sec. 9D	<p>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 leave status.</p>		
45.	Sec. 9E	<p>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</p>		

		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).		
46.	Sec. 9F	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.		
47.	Sec. 9G	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.		
48.	Sec. 10	<p>SECTION 10. COURT LEAVE</p> <p>A. In accordance with law and regulations, an employee with a regular scheduled tour of duty, including rotating shifts and non-rotating shifts, is entitled to court leave (CL) if the employee has a summons for:</p> <ol style="list-style-type: none"> 1. jury duty with a Federal, District of Columbia, State or local court; In the District of Columbia, a State, territory, or possession of the United States including the Commonwealth of Puerto Rico, or the Trust Territory of the Pacific Islands. 2. witness duty on behalf of a State or local Government. 3. witness duty on behalf of a private party when the Federal or District of Columbia or a State or local Government is a party to the judicial proceeding. <p>B. It is the employee's responsibility to request and receive approval prior to going on court leave for each day court leave is requested. Court leave shall be granted only for those days and hours an employee would otherwise be in a paid status.</p>		

		<p>C. A rotating shift worker may be granted an adjustment in the tour of duty so the employee's hours coincide with the court day(s). Alternatively, at the discretion of Management, a rotating shift worker who performs court services for at least four (4) hours on their scheduled day off may be granted an equivalent amount of court leave for the time served on a future date.</p> <p>D. An employee who is granted court leave and is excused or released by the court for any day or substantial portion of a day (at least 4 hours) is expected to return to the employee's regular Departmental duties except when:</p> <p>a. Only a small portion of the work day would be involved (two hours or less) and thus no appreciable amount of Department service would be rendered;</p> <p>b. The distance from the court to the place of duty is such that this would be an unreasonable requirement; or</p> <p>e. An employee is regularly scheduled to work on a tour any part of which includes 6:00 pm — 6:00 am.</p> <p>E. Employees are not entitled to court leave on days they are not required to be physically present in court, such as on days the employee is merely required to call in, a court holiday, or a temporary excusal/dismissal.</p>		
<p>49.</p>	<p>Sec. 11</p>	<p>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.</p> <p>An employee contemplating the use of military leave will advise the Employer as soon as possible of the anticipated dates of such leave.</p> <p>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</p>		

		<p>reserve component of the Armed Forces or the National Guard. This includes all differentials and premium pay as required by law.</p> <p>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. The law, 5 U.S.C. 5519 provides that an employee is entitled to the greater of his civilian pay or military pay, not both.</p> <p>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.</p>		
50.	Sec. 12	<p>SECTION 12. EXCUSED ABSENCE</p> <p>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.</p> <p>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.</p>		
51.	Sec. 13	<p>SECTION 13. AWOL</p> <p>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.</p>		

52.	Sec. 14	<p><u>SECTION 14. RELIGIOUS OBSERVANCE</u> 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.</p>		
53.	Sec. 15	<p><u>SECTION 15. EARLY DISMISSAL</u> 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.</p>		
54.	Sec. 16	<p><u>SECTION 16. Credit Hours</u> Credit hours are base (nonovertime) 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.</p> <p>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.</p>		
55.	Sec. 17	<p><u>SECTION 17. Disabled Veteran Leave</u> 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</p>		

		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.		
56.	Sec. 18	<u>SECTION 18. Leave Abuse</u> 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.		
57.	Sec. 19	<u>SECTION 19.</u> 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

#	Agency Proposed Language		Union Proposed Language	
1.	Title	WORK SCHEDULES OF ROTATING SHIFT WORKERS	Title	Work Schedules of Rotating Shift Workers
2.	Sec. 1	SECTION 1. 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 workers.	Sec. 1	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.
3.	Sec. 2	SECTION 2. DEFINITIONS Whenever the following words or phrases are used in this Article they shall be defined as follows:	Sec. 2	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

				<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>G. Scheduler: A scheduler is the supervisor or his authorized designee who prepares for an office/unit the work schedules described in this Article.</p> <p>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.</p> <p>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.</p>
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				<p>J. Leave Planning Schedule: A six month depiction of the rotational cycle used to assist employees in scheduling their leave.</p> <p>K. Scheduled Overtime: Authorized work, in addition to the Basic Work Week, which is part of the fixed schedule.</p> <p>L. Un-Scheduled Overtime: Authorized work, in addition to the Basic Work Week, which is not part of the fixed schedule.</p>
4.	Sec. 2A	A. Administrative Workweek: Is a period of seven (7) consecutive calendar days Sunday through Saturday within which the basic workweek is included.	Sec. 3	<p>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.</p> <p>A. General Principles</p> <ol style="list-style-type: none"> 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.
5.	Sec. 2B	B. Basic Workweek: 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.	Sec. 4	<p>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:</p> <p>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.</p> <p>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.</p>
6.	Sec. 2C	C. Core Hours: The designated period of the day when an employee is required to be at work.	Sec. 5	<p>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.</p>
7.	Sec. 2D	D. Credit hours: In order to complete operational requirements, in addition to overtime and compensatory time, employees may request supervisory approval to earn credit hours on a case by case basis. Credit Hours are hours of work within the	Sec. 6	<p>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</p>

		<p>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 (email, 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.</p>		<p>subject to change in accordance with the provisions of 5 U.S.C. 6101(a)(3).</p> <p>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.</p> <p>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.</p>
<p>8.</p>	<p>Sec. 2E</p>	<p>E. Fixed Schedule: A Fixed Schedule is a period of two consecutive administrative workweeks as defined in Section 2A of this Article.</p>	<p>Sec. 7</p>	<p><u>SECTION 7. Entitlements to Overtime Compensation for Changes or Revisions To a Fixed Schedule</u> 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:</p> <p>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</p> <p>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</p>

				<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
9.	Sec. 2F	<p>F. Irregular or occasional (Un-Scheduled) Overtime: Authorized work, in addition to the basic workweek, which is scheduled after the start of the administrative workweek.</p>	Sec. 8	<p>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:</p> <p>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).</p> <p>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.</p>

				<p>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).</p> <p>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.</p> <p>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.</p> <p>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.</p>
10.	Sec. 2G	G. Leave Planning Schedule: A twelve (12) month depiction of the rotational cycle beginning October 1st and ending through September 30th, used to assist employees in scheduling their leave.	Sec. 9	<p>SECTION 9. FILLING OF VACANT SHIFTS</p> <p>A. When Management determines that a vacant operational shift is to be filled, the following priority is to be used:</p> <ol style="list-style-type: none"> 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. <p>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.</p>
11.	Sec. 2H	H. Night work: Work performed by a shift worker or other employee between 6PM and 6AM local time	Sec. 10	<p>SECTION 10. Swaps</p> <p>A. As soon as possible after they have determined that they would like to exchange any shifts and/or weekly tours of</p>

		<p>which entitles him/her to Night Pay under Part 550 of Title 5 of the Code of Federal Regulations. Night pay differential is authorized for scheduled overtime.</p>		<p>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.</p> <p>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:</p> <ol style="list-style-type: none"> 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. <p>C. Shift swaps between employees on a CWS and those working standard schedules may be approved only if the following conditions are met:</p> <ol style="list-style-type: none"> 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.
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				<p>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.</p>
12.	Sec. 2I	<p>I. Office/Unit: A distinct entity, usually having a specific physical location and serving a defined function.</p>	Sec. 11	<p>SECTION 11. Bargaining Unit Employee As Scheduler</p> <p>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.</p> <p>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.</p>
13.	Sec. 2J	<p>J. Rotating Shift Worker: A rotating shift worker is a bargaining unit employee who is assigned to a rotating shift and whose assigned shift or days off normally change from one administrative workweek to the next; and who is assigned to an office/unit which normally operates more than five (5) days per week or twelve (12) or more hours per day.</p> <p>Article 21 employees when assigned to work a rotating shift and who work the assigned rotating shift will be treated the same as Article 20 employees.</p>	Sec. 12	<p>SECTION 12. Compressed Work Schedules (CWS)</p> <p>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.</p> <p>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.</p> <p>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.</p>

				<p>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.</p> <p>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.</p>
14.	Sec. 2K	<p>K. Rotational Cycle: The master cycle of days off and number of days on duty within an administrative workweek and the sequence of shifts for employees covered by this Article in an office/unit.</p>	Sec. 13	<p>SECTION 13. Incident Meteorologists (IMET)</p> <p>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 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.</p> <p>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.</p> <p>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 NIFC 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</p>

				<p>he was working his 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.</p> <p>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.</p>
15.	Sec. 2L	<p>L. Scheduled (Regular) 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.</p>		
16.	Sec. 2M	<p>M. Scheduler: A scheduler is the supervisor or designee who prepares office/unit work schedules described in this Article.</p>		
17.	Sec. 2N	<p>N. 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 eight (8) consecutive hours.</p>		
18.	Sec. 2O	<p>O. Tour of Duty: means the hours of a day and days of an administrative workweek that constitute an employee's regularly scheduled administrative workweek. 5 C.F.R. § 610.102(h).</p>		
19.	Sec. 3	<p>SECTION 3. WEBTA Employees will enter into WebTA, or negotiated successor system, their time and attendance no later than Monday at noon local time, following the close of the previous pay period. In addition, any requests for premium pay (e.g., compensatory time and overtime), other pay entitlements, and all types of request for leave will be submitted through WebTA, or negotiated successor system, for approval.</p>		
20.	Sec. 4	<p>SECTION 4. 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</p>		

		Management, and they do not apply in any swaps between employees.		
21.	Sec. 4A1	<p>A. General Principles</p> <ol style="list-style-type: none"> 1. Schedules will be developed using the following steps: <ol style="list-style-type: none"> a. Step 1. Management will provide the work requirements, including staffing requirements (e.g., number of employees [0, 1, 2, 3, etc.] to be assigned to a shift, start times, etc.) to the Union Steward. b. Step 2. The Union provides input to management on the work requirements c. Step 3. After management review of the input, it provides the approved work requirements to the scheduler. d. Step 4. The scheduler establishes a schedule based on the approved work requirements provided by management. e. Step 5. Staffing requirements not included in the planning schedule may be adjusted by Management in the fixed schedule to allow for greater flexibility to accommodate operational requirements. 		
22.	Sec. 4A2	<p>2. Bargaining over the impact to employees of material changes made by Management to the rotational cycle will be negotiated by the Local Office Team (LOT) according to Article 9 (Mid-Term Bargaining). Any rotational cycle must take into consideration that employees must have sufficient time off between shifts in order to be alert and maintain the proficiency required by Management in the fulfillment of the NWS mission. Where bargaining has not been completed prior to the time the change must be made, the change will be implemented and further bargaining, if necessary, shall be done post implementation.</p>		

23.	Sec. 4A3	3. A rotational cycle may contain single days off, or more than two (2) consecutive days off, as agreed to at the LOT.		
24.	Sec. 4A4	4. 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 assignment of compensatory time will be considered the same as overtime for the purposes of determining equal distribution.		
	Sec. 4A5	5. Management will keep a copy of all fixed schedules for a period of two (2) years, and shall make them available to the local steward, or vice steward, upon request.		
25.	Sec. 4A6	6. Managers will not adjust employee basic workweek schedules when a holiday occurs during the basic workweek in order to prevent an employee from receiving holiday pay or other benefits. However, at the discretion of Management, an employee may be excused from work on a holiday, and the employee will receive the basic rate of pay for the applicable number of holiday hours.		
26.	Sec. 4B1	<p>B. Administrative Shift</p> <p>1. An Administrative Shift is a nonoperational shift, without a compensable meal break, which is in excess of the basic operational requirements of the office/unit as determined by Management. Only a bargaining unit rotating shift employee may be assigned to an administrative shift. Duties normally assigned to administrative shifts are training, professional development, outreach, and focal point duties.</p>		
27.	Sec. 4B2	2. An employee assigned to 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.		
28.	Sec. 4B3	3. With supervisory approval, an employee on a Supernumerary Shift may be granted up to a sixty (60) minute uncompensated meal break. The employee must remain on duty past the fixed shift ending time for a period equal to the approved meal break.		
29.	Sec. 4B4	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, by an employee, for a time change must be approved by at least 11:00 p.m. of the evening before the scheduled supernumerary shift.		
30.	Sec. 5	<p>SECTION 5. WORK PLANNING The twelve (12) month leave planning schedule will be updated as follows:</p> <p>By March 15 of each year, Management shall prepare a six (6) month leave planning schedule for the following September through March time period. By September 15 of each year, Management shall prepare a six (6) month leave planning schedule for the following March through September time period.</p> <p>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 NWS's mission. The</p>		

		information contained in the plan shall be posted for the use of bargaining unit employees.		
31.	Sec. 6	<p>SECTION 6. WORK SCHEDULES When the time comes to prepare the Fixed 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 NWS in the most efficient, cost effective manner. Management will make a good faith effort to retain the rotational cycle, including indicated days off. After schedule changes have been made, Management will notify the employees of changes as soon as possible.</p>		
32.	Sec. 7A	<p>SECTION 7. 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).</p>		
33.	Sec. 7B	<p>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, 8, and 9 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.</p> <p>To ensure that personal difficulties are minimized, the supervisor will discuss changes to the fixed schedule with the affected employee.</p>		
34.	Sec. 7C	<p>C. 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</p>		

		change to the affected schedule.		
35.	Sec. 8	<p>SECTION 8. ENTITLEMENTS TO OVERTIME COMPENSATION FOR CHANGES_OR REVISIONS TO A FIXED SCHEDULE</p> <p>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:</p>		
36.	Sec. 8A	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		
37.	Sec. 8B	B. Call Back Overtime - an employee who is called back to the worksite 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 to the worksite 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.		
38.	Sec. 8C	A. An employee called 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) minutes of overtime.		
39.	Sec. 8D	C. In those work situations where Management requires a pre- and/or post shift briefing, the employee will be compensated a minimum of fifteen (15) minutes of overtime. The employee's time spent in the briefing(s) must be at least eight (8) minutes to be eligible for		

		each fifteen (15) minute block of overtime pay.		
40.	Sec. 8E	D. When changing to daylight savings time, employees shall be scheduled to work at least eight (8) hours. Annual or compensatory leave may be requested by those employees who wish to leave one hour early. When changing to standard time, employees will be afforded compensatory time or overtime as appropriate.		
41.	Sec. 9	<p>SECTION 9. CHANGES OR REVISIONS TO A FIXED SCHEDULE THAT DO NOT CREATE OVERTIME ENTITLEMENTS</p> <p>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:</p> <p>A. When the rotating shift worker is assigned to an Administrative shift, the employee may be reassigned to an operational shift during similar hours without a lunch break.</p> <p>B. When the rotating shift workers have been given permission to swap shifts in accordance with Section 11 of this Article, the employees' schedules will be changed to reflect the exchange.</p> <p>C. 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.</p> <p>D. 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.</p> <p>E. When a fixed schedule assigns scheduled overtime</p>		

		<p>to any rotating shift worker, the supervisor may direct the employee not to perform the overtime assignment in whole or in part.</p> <p>F. To enhance the quality of work life, when Management determines operational requirements allows, Management may approve employee requests to move to day shifts, from a non-day shift.</p>		
42.	Sec. 10 Title	SECTION 10. FILLING OF VACANT SHIFTS IN THE FIXED SCHEDULE		
43.	Sec. 10A	<p>A. When Management determines that a vacant operational shift is to be filled, the following priority is to be used:</p> <ol style="list-style-type: none"> 1. A qualified Bargaining Unit employee on a Supernumerary Shift. The starting time may only be changed up to two (2) hours without overtime compensation. 2. A qualified Bargaining Unit employee on overtime on a voluntary basis. Management will make an effort to contact as many qualified bargaining unit employees as is reasonable. 3. At Management's discretion, a non-Bargaining Unit employee. 4. A qualified Bargaining Unit employee on overtime on an involuntary basis. 		
44.	Sec. 11 Title	SECTION 11. SWAPS		
45.	Sec. 11	<p>A. Rotating shift workers may swap shifts on the planning and fixed schedules with supervisory approval. If the supervisor grants permission it must be noted on the schedule.</p> <p>B. The supervisor retains the discretion to approve or disapprove a requested swap. Supervisors are encouraged to approve requests to swap.</p>		

		<p>However, supervisors must deny requests which are inconsistent with law and regulation. In reviewing requests, which are not inconsistent with law and regulation, the supervisor may consider, among other criteria, the following:</p> <ol style="list-style-type: none"> 1. the swap would result in additional cost to the agency other than that attributable to a 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. <p>C. Shift swaps between employees on a AWS and those working standard schedules may be approved only if the following conditions are met:</p> <ol style="list-style-type: none"> 1. The swap would not result in more than a marginal increase in cost. 2. Each employee’s hours of work remain consistent with his/her assigned fixed schedule. For example, employee A is on an eight (8) hour shift schedule rotation and wishes to swap with employee B who is on a ten (10) hour shift schedule, employee A’s new shift may not exceed eight (8) hours, and employee B’s new shift must be at least ten (10) hours. 3. If Management determines because of 		
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		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.		
46.	Sec. 12	<p>SECTION 12. BARGAINING UNIT EMPLOYEE AS SCHEDULE PREPARER</p> <p>A. When authorized by the appropriate supervisor, a bargaining unit employee may function as a schedule preparer.</p> <p>B. A bargaining unit schedule preparer will present whatever schedule he/she has prepared to the appropriate supervisor, for review and approval, prior to the posting of such schedule.</p> <p>C. 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.</p> <p>D. Management is responsible for any schedule prepared by a schedule preparer who is a bargaining unit employee.</p> <p>E. The fact that such employee prepares work schedules shall not, by itself, affect that employee's status as a member of the bargaining unit.</p>		
47.	Sec. 13 Title	SECTION 13. ALTERNATIVE WORK SCHEDULES (AWS)		
48.	Sec. 13	<p>In determining whether or not to establish or continue an Alternative Work Schedule there may not be an adverse Agency impact. For purposes of this section, "adverse agency impact" means:</p> <p>A. a reduction of the productivity of the agency;</p>		

		<p>B. a diminished level of services furnished to the public by the agency; or</p> <p>C. an increase in the cost of agency operations (other than a reasonable administrative cost relating to the process of establishing a flexible or compressed schedule.</p> <p>The only Alternative Work Schedule that employees covered by this article may be allowed to work, subject to Management approval, is a fixed Compressed Work Schedule. The Alternative Work Schedule (AWS) program is designed to enable employees the flexibility to request work schedules, subject to management approval, to best carry out the mission of the Agency while considering work life balance in accordance with 5. U.S.C, Chapter 61, Subchapter II, Flexible and Compressed Work Schedules.</p> <p>The Agency is committed to fair and equitable employee participation in AWS where the establishment or continuation of the schedule will not interfere with the ability of the organization to meet its workload and programmatic objectives effectively.</p> <p>Specific job requirements may not allow for the same degree of personal choice for all employees.</p> <p>A. Permanent changes, to Alternative Work Schedules for an office/unit or individual employees, to the AWSs currently in use at any field office may only be changed in accordance with the Federal Employees Flexible and Alternative Work Schedules Act through use of the provisions of Article 9 (Mid-Term Bargaining) of this Agreement, except as provided for in Section 13.C. of this Article.</p> <p>B. Management may temporarily change approved Alternative work schedule(s) for thirty (30) days</p>		
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		<p>or fewer because of mission, staffing, training, travel incident to work assignment, or workload requirements. It is understood that should the mission, staffing, training, travel incident to work assignments, or workload requirements continue, Management may extend the temporary change for additional thirty (30) day periods. Management will consider an employee’s request for a hardship deferral of this change in schedule. Normally, Management will give the employee at least two (2) weeks notice of such a temporary change.</p> <p>C. Management may temporarily suspend all AWS rights when emergency conditions exist. The Union and the affected employees will be given as much notice as practical.</p> <p>D. Management may suspend or terminate an employee’s approved Alternative work schedule if Management finds that:</p> <ol style="list-style-type: none"> 1. The employee’s continued participation is inconsistent with the requirements of this Article (for example, where an employee does not agree to work an AWS); 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 fails to comply with the requirements and provisions of this Article; 4. The employee has documented time or attendance issues; or 5. Adequate coverage for mission responsibilities is not available. 		
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		<p>Normally, Management will give an employee fourteen (14) calendar days advance notice of a suspension or termination of the employee's approved work schedule.</p> <p>E. As a result of personal hardship an employee may request to be excluded from an established AWS schedule. A personal hardship includes but is not limited to:</p> <ol style="list-style-type: none"> 1. A family hardship that requires the employee's presence at home that cannot be accommodated by the AWS schedule; 2. Educational needs of the employee prevent working the AWS schedule; 3. Personal health problems; and 4. Conflicts with carpool or public transportation schedules. <p>F. AWSs for rotating shift workers allowed in field offices under this Agreement must be consistent with the work requirements of the NWS. Proposals related to AWS's will be considered at the LOT. Work schedules are subject to approval at the Regional level.</p> <p>G. Neither party is agreeing to waive their rights under the Federal Employees Flexible and Alternative Work Schedules Act of 1982.</p>		
<p>49.</p>	<p>Sec. 14</p>	<p>SECTION 14. Proposing Changes to Work Schedules of Article 20 Workers</p> <p>NWS retains the right not to bargain over proposals which are non-negotiable and/or which cover permissive subjects of bargaining such as the numbers, types, and grades of employees assigned to a shift, work project, or tour of duty, or the technology, method or means of performing work. NWS management representatives are to consult with their assigned management labor-relations specialist or the</p>		

		<p>designated management senior advisor for Labor on any questions they have regarding a duty to bargain.</p> <p>When there is a vacant shift that Management determines needs to be filled, such as through low staffing levels, training, leave, travel or other conditions creating an adverse agency impact, Management will maintain the integrity of the schedules to the maximum extent practicable.</p> <p>Notwithstanding any provisions of this Article 20, Management retains the right to lawfully change the schedule of employees for purposes including but not limited to evaluating performance or training.</p>		
50.	Sec. 15 Title	SECTION 15. INCIDENT METEOROLOGISTS (IMET)		
51.	Sec. 15A	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 IMET's time and attendance accounting codes, base hours and premium hours. Once an IMET is assigned 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.		
52.	Sec. 15B	B. Travel, pay, premium pay, overtime, and conversion of overtime to compensatory time will be paid in accordance with the current fiscal year NWS IMET Timekeeping and Reimbursement Handbook.		
53.	Sec. 15C & Sec 15D	C. When an IMET is released from a dispatch assignment, he/she shall notify the MIC or his/her designee as soon as practical. The IMET shall also notify the National Interagency Fire Center (NIFC) Staff Meteorologist if applicable of his/her release and travel plans as soon as practical.		

		<p>Once released from their dispatch assignment IMETs will be entitled to a rest period in accordance with the NWS IMET Timekeeping and Reimbursement Handbook.</p> <p>D. Upon return to his/her home office, rest time will be determined in accordance with the current fiscal year NWS IMET Timekeeping and Reimbursement Handbook.</p>		
54.	Sec. 15E	E. Upon the IMET's return, the IMET may request from the MIC a plan which allows the IMET to complete their post fire duties.		
55.	Sec. 16	SECTION 16. 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 21
WORK SCHEDULES FOR EMPLOYEES WHO DO NOT WORK ON A ROTATIONAL SHIFT BASIS

#	Agency Proposed Language		Union Proposed Language	
1.	TITLE	WORK SCHEDULES FOR EMPLOYEES WHO DO NOT WORK ON A ROTATIONAL SHIFT BASIS	TITLE	Work Schedules For Employees Who Do Not Work On A Rotational Shift Basis
2.	Sec. 1	<p><u>SECTION 1.</u> 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.</p> <p>This Article applies to the scheduling of work for those employees in the bargaining unit who meet the definition of a fixed tour of duty.</p>	Sec. 1	<p><u>SECTION 1.</u> 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.</p>
3.	Sec. 2	<p><u>SECTION 2.</u> Whenever the following terms are used in this Article they shall be defined as follows:</p>	Sec. 2	<p><u>SECTION 2. Definitions</u> Whenever the following terms are used in this Article, they shall be defined as follows:</p> <p>A. The administrative workweek is a period of seven (7) consecutive calendar days Sunday through Saturday within which the basic workweek is included.</p> <p>B. Alternative Work Schedule is a work schedule prepared pursuant to the terms of Federal Employee Flexible and Compressed Work Schedule Act.</p> <p>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</p>

				<p>requirement for eighty (80) hours of work scheduled in a pay period.</p> <p>D. Core Hours/Core Period: The designated period of the day when an employee is required to be at work.</p> <p>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 (email, 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.</p> <p>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.</p> <p>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.</p>
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				<p>H. Regular Day Off: A day during the administrative workweek on which an employee is not scheduled to work.</p> <p>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.</p> <p>J. Shift: A tour of duty on a particular day.</p> <p>K. Unscheduled overtime work means overtime work that is not part of an employee’s regularly scheduled administrative workweek</p> <p>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.</p> <p>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.</p> <p>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.</p>
4.	Sec. 2A	A. 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.	Sec. 3	<p>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:</p> <p>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</p>

				<p>those employees over the course of the six (6) month periods beginning October 1 and April 1.</p> <p>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.</p> <p>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.</p> <p>D. LOTs have the option of opting out of this section if the Parties find a planning schedule unnecessary.</p>
4.	Sec. 2B	B. The administrative workweek is a period of seven (7) consecutive calendar days Sunday through Saturday within which the basic workweek is included.	Sec. 4	<p>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:</p> <p>A. receive premium pay as required by law; or B. with Supervisor approval, adjust their days off within the same pay period.</p>
5.	Sec. 2C	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.	Sec. 5	<p>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:</p> <p>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</p> <p>B. Call Back Overtime: An employee who is called back to work on an overtime basis within his/her basic</p>

				<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
6.	Sec. 2D	<p>D. Credit hours are defined in Section 9A of this Article. NOTE: The reference in this section should be 10A not 9A.</p>	Sec. 6	<p>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:</p> <ol style="list-style-type: none"> 1. A bargaining unit employee on overtime on a voluntary basis.

				<p>2. A non-bargaining unit employee, if available.</p> <p>3. A bargaining unit employee on overtime on an involuntary basis.</p> <p>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.</p> <p>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.</p>
7.	Sec. 2E	E. Unscheduled overtime work means overtime work that is not part of an employee’s regularly scheduled administrative workweek.	Sec. 7	<p>SECTION 7.</p> <p>A. A fixed tour of duty worker may choose to work a shift without a meal break.</p> <p>B. Employees who attend staff meetings may choose and will receive compensatory time or overtime pay if otherwise not on duty status.</p>
8.	Sec. 2F	F. 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.	Sec. 8	<p>SECTION 8. Alternative Work Schedule (AWS) Programs</p> <p>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.</p> <p>A. <u>Flexible Work Schedule:</u> Under 5 USC 6122, a flexible work schedule may include core hours and days when</p>

				<p>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.</p> <p>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.</p> <p>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:</p> <ol style="list-style-type: none"> 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
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				<p>excess of 8-hours per day for employees on maxiflex schedules.</p> <ol style="list-style-type: none"> 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
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				<p>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.</p> <p>B. <u>Compressed Work Schedule:</u> 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).</p> <p>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.</p> <ol style="list-style-type: none"> 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
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				<p>have the same non-workday based on work requirements.</p> <ol style="list-style-type: none"> 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.
9.	Sec. 2G	G. Alternative Work Schedule is a work schedule prepared pursuant to the terms of Federal Employee Flexible and Compressed Work Schedule Act.	Sec. 9	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.
10.	Sec. 2H	H. Core Period: That period during which full-time employees are scheduled to be on the job will consist of at least the hours from 9:30 a.m. to 3:30 p.m., except for an uncompensated meal break. Variations in the hours of the core period may be based on the work requirements of Management.		
11.	Sec. 2I	I. Flexible Work Schedule Bands: Those periods		

		during which full-time employees select-to start or end their workdays are 6:00 a.m. to 9:30 a.m. and 3:30 p.m. to 6:00 p.m. Variations in the hours of the core period and Flexible Work Schedule Bands may be based on the work requirements of Management.		
12.	Sec. 2J	J. 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.		
13.	Sec. 2K	K. 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.		
14.	Sec. 2L	L. 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.		
15.	Sec. 3	SECTION 3. Employees will enter into WebTA, or negotiated successor system, their time and attendance no later than Monday at noon local time, following the close of the previous pay period. In addition, any requests for premium pay (e.g., compensatory time and overtime), other pay entitlements, and all types of request for leave will be submitted through WebTA, or negotiated successor system, for approval.		
16.	Sec. 4	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		

		<p>employee's fixed schedule requires a change, due to operational needs, the employee will:</p> <ul style="list-style-type: none"> A. receive premium pay as required by law; or B. with Supervisor approval, adjust their days off within the same pay period. 		
17.	Sec. 5	<p><u>SECTION 5.</u> A fixed tour of duty employee shall be entitled to two (2) consecutive days off in an administrative workweek unless an employee has been required to work an additional day on an overtime basis. A fixed tour of duty worker may, with supervisory approval, work an 8-hour day without a meal break.</p>		
18.	Sec. 6	<p><u>SECTION 6.</u> Employees are not authorized to perform official duties outside of their established tour of duty without the specific approval of Management.</p>		
19.	Sec. 7	<p><u>SECTION 7. Overtime</u> 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:</p> <ol style="list-style-type: none"> 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. <p>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.</p> <p>If more than one employee is qualified to perform overtime, the Agency will, to the extent practicable</p>		

		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.		
20.	Sec. 8 Paragraph 1	SECTION 8. Management agrees to give employees as much notice as work requirements permit when unscheduled overtime is required. However, if the manager is unable to replace the employee, the employee cannot refuse the assignment.		
21.	Sec. 8 Paragraph 2	An employee notified (e.g., text, phone, verbally, 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.		
22.	Sec. 8 Paragraph 3	Call Back Overtime - an employee who is called back to the worksite on an overtime basis within his/her workweek, or on one of his/her scheduled non-work days, shall receive a minimum of two (2) hours of overtime pay at the appropriate rate, even if he/she is not utilized for the full two (2) hours. An employee called back to the worksite 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.		
23.	Sec. 9	SECTION 9. ALTERNATIVE WORK SCHEDULES (AWS) An AWS can not conflict with 5USC 6131. In determining whether or not to establish or continue an Alternative Work Schedule there may not be an adverse Agency impact. For purposes of this section, "adverse agency impact" means:		

		<p>A. a reduction of the productivity of the agency;</p> <p>B. a diminished level of services furnished to the public by the agency; or</p> <p>C. an increase in the cost of agency operations (other than a reasonable administrative cost relating to the process of establishing a flexible or compressed schedule).</p> <p>Employees may request to participate in one of the two categories of alternative work schedules (Flexible Work Schedules and Compressed Work Schedules):</p>		
24.	Sec. 9A1	<p>A. Flexible Work Schedules</p> <p>1. Upon an employee’s request to work a Flexible Work Schedule, if the schedule is approved, his/her supervisor will establish this schedule as the employee’s tour of duty. The starting time for the workday will be fixed on the half-hour. Each employee’s schedule will provide for a workday which covers a continuous time span of eight (8) hours plus the normal uncompensated meal break of not less than thirty (30) minutes. The workday will commence between 6:00 a.m. and 9:30 a.m. and end between 3:30 p.m. and 6:00 p.m. Employees working a Flexible Work Schedule cannot also work a compressed work schedule.</p>		
25.	Sec. 9A2a	<p>2. Employees may also request either of the two (2) Flexible Work Schedule options:</p> <p>a. FLEXITOUR SCHEDULES - Except when inconsistent with the work requirements of Management, an employee may be permitted to arrive at work one-half hour before their fixed starting time and</p>		

		<p>extending one-half hour after their fixed starting time. During this one-half hour period, the starting time would be the next five (5) minute interval. The employee's ending time will be adjusted accordingly.</p>		
26.	Sec. 9A2b	<p>b. GLIDING SCHEDULES - With gliding schedules, employees determine the starting and ending time to their eight (8) hour daily tour of duty each day without prior approval or consultation with the supervisor. Because of the requirements of many positions, NWS employees wishing to use this option must obtain the agreement of their supervisor to work a gliding flexitime schedule.</p>		
27.	Sec. 9A3	<p>3. Uncompensated meal periods will be scheduled during the core period. The scheduled period will not be less than thirty (30) minutes. The uncompensated meal period will not be scheduled during the first half hour (9:30 a.m. to 10:00 a.m.) or the last half hour (3:00 p.m. to 3:30 p.m.) of the core period.</p>		
28.	Sec. 9A4	<p>4. Management may require an employee to adjust his/her work schedule temporarily to accommodate changes in work requirements, travel incident to work assignments, or for training assignments. The affected employee and the Union will be given as much advance notice as practical.</p>		
29.	Sec. 9A5	<p>5. Employees may be restricted from participating in AWS in the event of the employee's misconduct or the receipt of a rating below meets or exceeds (pass/fail system) or below Level 3. In addition, an employee who repeatedly fails to observe the requirements of the AWS may be excluded from further participation in the AWS. Employees restricted from participation in AWS may after a period of</p>		

		1 year with no further issues concerning misconduct or after improving their rating to a meets or exceeds (pass/fail system) or Level 3 or higher, may request to be reinstated into AWS.		
30.	Sec. 9B	B. Compressed Work Schedules (5/4/9, 4/10, 12/6/8 Fixed Schedules)		
31.	Sec. 9B1	1. Management will declare the tours of duty available in each unit, i.e., what specific days must be worked. Under the 5/4/9, 4/10, 12/6/8 schedules, 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 written request, his/her supervisor will determine the employee's starting time based on work requirements.		
32.	Sec. 9B2	2. Employees who are on a 5/4/9, 4/10, or 12/6/8 schedule are on a fixed schedule. Employees may not flex their starting times or lunch periods.		
33.	Sec. 9B3	3. Management will establish the number of employees on the 5/4/9, 4/10, or 12/6/8 plan who may have the same non-workday based on work requirements.		
34.	Sec. 9B4	4. In any organizational segment where there are less than four (4) employees, each employee under a 5/4/9, 4/10, or 12/6/8 plan must have a different day off in a pay period.		
35.	Sec. 9B5	5. For an employee under a 5/4/9 schedule, an employee's eight (8) hour day will be determined between Management and the employee.		
36.	Sec. 9B6	6. If a holiday falls on Friday, employees whose day off is Friday will be off on Thursday. If a holiday falls on Monday, those employees whose day off falls on Monday will be off on Tuesday.		
37.	Sec. 9B7	7. An uncompensated meal break will be scheduled at approximately the mid-point of the employee's		

		tour of duty. The scheduled meal period will not be less than thirty (30) minutes. The uncompensated meal period will not be scheduled before 11:00 a.m. or after 2:00 p.m.		
38.	Sec. 9B8	8. Management may temporarily change an employee(s) approved work schedule(s) or his or her regular day off for thirty (30) days or fewer because of mission, staffing, training, travel incident to work assignment, or workload requirements. It is understood that should the mission, staffing, training, travel incident to work assignments, or workload requirements continue, Management may extend the temporary change for additional thirty (30) day periods up to a maximum of 90 days. If the temporary change is extended to 90 days, Management shall, within 10 days, return the employee to the status quo schedule the employee had prior to the temporary change or, alternatively, terminate the alternative work schedule of the employee in accordance with the requirements for doing so under the Alternative Work Schedule Act. Management will consider an employee's request for a hardship deferral of this change in schedule. Normally, Management will give the employee at least two (2) weeks notice of such a temporary change.		
39.	Sec. 9B9	9. Employees within the same office/unit utilizing the 5/4/9, 4/10, or 12/6/8 CWS option may exchange days off only with supervisory approval.		
40.	Sec. 9B10	10. 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.		
41.	Sec. 9B11	11. Employees may be restricted from participating in		

		<p>CWS in the event of the employee’s misconduct or the receipt of a rating below meets or exceeds (pass/fail system) or below Level 3. Employees restricted from participation in CWS may after a period of 1 year with no further issues concerning misconduct or after improving their rating to a meets or exceeds (pass/fail system) or Level 3 or higher, may request to be reinstated into CWS. In addition, an employee who repeatedly fails to observe the requirements of the CWS may be excluded from further participation in the CWS.</p>		
42.	Sec. 9B12	<p>12. Management may temporarily suspend all AWS and CWS rights when emergency conditions or staffing shortages exist. The Union and the affected employees will be given as much notice as practical.</p>		
43.	Sec. 9B13	<p>13. Nothing in this Article shall waive any statutory rights of negotiation the Union may have.</p>		
44.	Sec. 10	<p><u>SECTION 10.</u> CREDIT HOURS</p> <p>Credit Hours may only be earned by employees working a Flexible Work Schedule (FWS). Employees on a Compressed Work Schedule cannot earn Credit Hours.</p> <p>A. 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</p>		

		<p>electronic request (email, 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.</p> <p>B. Employees may earn credit hours in fifteen (15) minute increments. Credit hours cannot be earned on a holiday. Employees may use previously earned credit hours, subject to Management approval, in the same manner as they use leave.</p> <ol style="list-style-type: none"> 1. Upon separation from the NWS, unused credit hours are compensated at the employee's rate of basic pay at the time of separation. 2. A full-time employee may carry over a maximum of twenty-four (24) credit hours from one biweekly pay period to a subsequent pay period. Managers may not approve a work schedule that will result in an excess of twenty-four (24) credit hour carryover from one biweekly pay period to a subsequent pay period. 3. A part-time employee may carry over a maximum of credit hours equal to one-quarter of their biweekly basic work requirement rounded up to the nearest full hour from one biweekly pay period to a subsequent pay period. Managers may not approve a work schedule that will result in an 		
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		<p>excess of this amount carried over from one biweekly pay period to a subsequent pay period.</p>		
45.	Sec. 11	<p>SECTION 11. Proposing Changes to Work Schedules of Article 21 Workers The LOT will meet to discuss any scheduling proposal. Traditional, compressed and/or fixed-start shift schedules shall be negotiated at the LOT in accordance with Article 8 (Labor Management Relations) and Article 9 (Mid-Term Bargaining) of this Agreement.</p> <p>The LOT does not have authority to agree to any other type of schedule, e.g. flexible schedules, but may propose these types of schedules for consideration to the RLC. For these schedules the RLC will, if necessary conduct negotiations in accordance with Article 8 (Labor Management Relations) and Article 9 (Mid-Term Bargaining) of this Agreement.</p>		
46.	Sec. 12	<p>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.</p>		

**ARTICLE 22
 FACILITIES**

#	Agency Proposed Language		Union Proposed Language	
1.	Sec. 1	<p><u>SECTION 1.</u> 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.</p> <p>Should NWSEO wish to conduct a media interview on government property it must first receive permission from the Assistant Administrator or designee.</p>	N/A	No equivalent language
2.	Sec. 2	<p><u>SECTION 2.</u> 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.</p>	N/A	No equivalent language
3.	Sec. 3	<p><u>SECTION 3.</u> NWSEO Union representatives may be permitted to visit NWS facilities subject to the procedures and restrictions for such visits described in Article # of this Collective Bargaining Agreement which includes procedures for requesting approval to visit other offices and procedures for requesting and approval or denial of official time for such visits.</p>	Sec. 1	<p><u>SECTION 1.</u> 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.</p>

				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.
4.	Sec. 4	<u>SECTION 4.</u> 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.	Sec. 2	<u>SECTION 2.</u> Subject to compliance with law, government wide regulations and building lease agreements: A. Radios, audio devices with headphones, tablets/laptops/cell phones, appropriate magazines/publications and other personal items (heaters, fans) will be permitted in offices provided there is no adverse impact to day-to-day operations and there is no documented abuse. B. Items such as compact refrigerators, coffee makers and small appliances will be permitted in non-operational areas provided there is no adverse impact to day-to-day operations and there is no documented abuse.
5.	Sec. 5	<u>SECTION 5.</u> 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.	Sec. 3	<u>SECTION 3.</u> 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.
6.	Sec. 6	<u>SECTION 6.</u> 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.	Sec. 4	<u>SECTION 4.</u> When any facility is constructed or acquired the Agency shall conduct a needs assessment survey to determine the feasibility of establishing an on-site child/elder/family care facility. The Parties agree the Agency shall compile a list of other Government facilities within the commuting area, so that such facilities may combine resources for the purpose of meeting the basic eligibility requirements as determined by GSA.
7.	Sec. 7	<u>SECTION 7.</u> At existing National Weather Service facilities, the NWS may, at its discretion, determine whether or not to	Sec. 5	<u>SECTION 5.</u> The Parties agree it benefits the Agency when employees can balance work success with their family responsibilities. To

		<p>conduct a feasibility study for the purpose of establishing an on-site child/elder/family care facility.</p>		<p>support a strong workforce it is important for employee worklife to ensure 24/7 family care (e.g. child, elder, vulnerable adult) is available and accessible for NWS employees.</p> <p>A. The LOT/RLC/NLC shall meet to determine if there is a need to establish a 24/7 family care program. The program could be housed in the office itself, in another federal building/agency or in the local area. Partnerships among Federal agencies and with the private sector are an increasingly important way to maximize existing resources and improve family care services.</p> <p>If determined through the LOT/RLC/NLC that a family care center/program is needed, then the appropriate government entity shall be contacted (e.g. Administration for Children and Families (ACF), USDA, GSA, etc.) to facilitate the establishment of such a center according to guidelines, rules and government-wide regulations in effect:</p> <ol style="list-style-type: none"> 1. Management shall compile a list of government facilities within the commuting area and contact them to determine interest in, or existence of, family care programs/centers. The NWS will alone, or in conjunction with other entities, establish, contract, or join a care facility, based on the needs identified by the LOT/RLC/NLC. The Parties encourage the NWS to combine resources to meet the basic eligibility requirements (such as for child care, as determined by Office of Child Care (OCC), USDA, GSA). 2. The Parties encourage the NWS to contact The ACF under OCC in the U.S. Department of Health and Human Services (DHHS) (e.g. Child Care Aware®) for assistance. 3. The NWS will investigate local private sector possibilities to capitalize on potential partnerships. <p>B. Should the LOT/RLC/NLC determine that establishing a family care center is not practicable, the Agency shall promote and support the use of any and all Federal Child/Elder/Family Care programs available, including but not limited to Social Security, Medicare, Medicaid, and Child Care Subsidies.</p>
8.	Sec. 8	SECTION 8.	Sec. 6	SECTION 6. Parking and Transportation Subsidies

		<p>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.</p> <p>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.</p>	<p>The Agency will provide at least two (2) parking spaces in every Agency owned or leased facility where there is parking, including Silver Spring (Maryland) Metro Center (SSMC) garages #1 and #2 for Union Officers or their representatives for use when they are engaged in negotiations or other LMR/CBA related activities at no cost to the Union or the employee. The space must be designated with a sign or paint stating “NWSEO Parking Only”.</p> <ul style="list-style-type: none"> A. Bargaining Unit employees will be allowed to park free of charge at any facility in the Agency. In Silver Spring, Maryland, bargaining unit employees will be allowed to park in the SSMC parking garages free of charge. Bargaining Unit employees in Tuscaloosa, Alabama will be allowed to park at the Office of Water Prediction (OWP) parking facility free of charge. Local negotiations will determine where bargaining unit employees park free of charge in other Agency owned or leased facilities. B. Employees with disabilities who work in SSMC will be provided free parking spaces in the parking facilities in the SSMC #1/#2 garage. Local negotiations will determine convenient parking spaces where employees with disabilities may park free of charge at Agency owned or leased facilities. C. Employees with disabilities who choose to park at Agency owned or leased facilities will only be required to meet disability standards that the local county requires for certification. D. The Agency will provide transportation to/from the NOAA Center for Weather and Climate Prediction (NCWCP), College Park, Maryland, to the College Park Metro (Subway) station, during periods when the University of Maryland is not providing its free shuttle service, or at other times as negotiated, following the procedures in Article 8 of this Agreement. The NWS will provide an access point/gate near the front door of NCWCP to the walking path to the College Park Metro. E. The Agency agrees to provide additional transportation subsidy programs to the maximum extent practicable. For example, creating a program to reimburse participants who regularly use a non-motorized bicycle for travel between their
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				<p>residence and the worksite. Reimbursements up to \$20 per month, not to exceed \$240 per calendar year, toward bicycle commuting expenses. Bicycle commuting costs under this program may include the purchase of a bicycle, lock, parking/storage, parts, rentals, repairs, and general maintenance.</p> <p>F. The Agency will participate in the TRANServe Program and offer up to the maximum subsidy benefit allowed by the U.S. Congress, and employees may voluntarily participate in this program to encourage use of public transportation while commuting to and from work. Qualified employees are provided with a monthly benefit based on the distance to and from work (parking fees are not included in this benefit). The transit subsidy program is a benefit, not an entitlement. Modes of transportation for actual commuting may include one or more of the following modes of transportation: commuter bus, commuter rail, subway, approved vanpool, ferry.</p>
9.	Sec. 9	<p><u>SECTION 9.</u> 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.</p>	Sec. 7	<p><u>SECTION 7.</u> Subject to lease agreements, the Agency will provide full kitchen facilities, to include but not limited to, coffee maker, toaster oven, microwave oven, refrigerator, dishwasher and stove/oven at each Agency owned or leased facility. At facilities with more than ten (10) employees, the Agency will provide an additional refrigerator for each additional ten (10) employees. All refrigerators referred to in this section will be a minimum of 25 cubic foot size.</p>
10.	Sec. 10	<p><u>SECTION 10.</u> 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.</p>	Sec. 8	<p><u>SECTION 8.</u> 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. Employees will be allowed access to restrooms and locker room facilities consistent with their gender identity.</p>
11.	Sec. 11	<p><u>SECTION 11.</u> 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.</p>	Sec. 9	<p><u>SECTION 9.</u> 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.</p>

12.	N/A	No equivalent language	Sec. 10	<p><u>SECTION 10.</u> Consistent with laws and government wide regulations, 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, the NWSEO President shall be notified of the agency’s desire.</p> <p>A. The Union at the appropriate level will be promptly notified prior to the Agency’s approval of the project implementation plan(s) for the new, expanded and/or remodeled facilities that affect any portion of the facility used by bargaining unit employees or relocation and/or severance of existing facility functions and/or services for pre-decisional input.</p> <p>B. At new or existing locations where existing facility functions and/or services will be expanded, reduced, relocated and/or severed, the President of the Union, or his designee, shall be notified throughout the process for the purposes of pre-decisional involvement.</p>
13.	N/A	No equivalent language	Sec. 11	<p><u>SECTION 11.</u> As Union representatives require confidentiality when performing representative functions, upon request all Regional Chairs, Vice Chairs and Branch Stewards shall be provided by the Agency at least twelve (12) by fifteen (15) foot closed offices at their respective facilities with floor to ceiling walls, lockable doors and standard office furnishings including chairs, desk, telephone and storage units. At locations not administratively controlled by the NWS, the Agency will work with the landlord to provide a similar arrangement to that described above in this section.</p>
14.	Sec. 12	<p><u>SECTION 12.</u> When NWS determines that Pre-Decisional Involvement with NWSEO 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.</p>	N/A	No equivalent language
15.	Sec. 13	<u>SECTION 13.</u>	Sec. 12	<u>SECTION 12.</u>

		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.		The Agency agrees to notify and bargain at the appropriate level over any changes in workstations in National Weather Service owned or leased facilities. These workstations will be allocated based on what the LOT/RLC/NLC determines an employee needs to perform the function of the individual's job efficiently, regardless of pay grade.
16.	Sec. 14	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.	Sec. 13	SECTION 13. In any National Weather Service owned or leased facility, where health facilities are not available on the premises, NWS will provide and maintain a well-stocked first aid kit and booklet as recommended by the American Red Cross which will be updated as required by the applicable law, rule, regulations.
17.	Sec. 15	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 Negotiations) of this Agreement.	Sec. 14	SECTION 14. 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 8 of this Agreement.
18.	Sec. 16	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.	Sec. 15	SECTION 15. All Agency owned or leased facilities must be in compliance with the ADA for the access of and use by employees with disabilities. All Agency owned or leased facilities must allow access to employees' service animals without restriction.
19.	Sec. 17	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.	Sec. 16	SECTION 16. At each floor of every NWS occupied facility there will be access to emergency defibrillator equipment, no more than 90 seconds away, as well as every reasonable effort made to provide personnel trained to operate such equipment. This is recommended by the American Heart Association so as to provide a "drop to shock" window of no more than three to five minutes.
20.	Sec. 18	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.	Sec. 17	SECTION 17. Food and lodging expenditures shall be authorized for emergency essential employees working during events/situations pose danger to human life or Federal property.

				In the event that lodging accommodations are not available within a reasonable distance from the facility, the Agency will make provisions to purchase and store food and other supplies including cots, air mattresses and blankets to ensure employees who must work throughout the emergency will be able to remain at their duty stations. During a prolonged event, such as a landfalling hurricane, food and supplies will be purchased no sooner than four (4) days in advance of predicted landfall.
21.	Sec. 19	<u>SECTION 19.</u> 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.	Sec. 18	<u>SECTION 18.</u> 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.
22.	Sec. 20	<u>SECTION 20.</u> 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.	Sec. 19	<u>SECTION 19.</u> 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.
23.	Sec. 21	<u>SECTION 21.</u> 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.	Sec. 20	<u>SECTION 20.</u> 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.
24.	Sec. 22	<u>SECTION 22.</u> 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	Sec. 21	<u>SECTION 21.</u> Upon request, NWSEO will receive space for the purpose of local meetings. Facilities will not be provided without pre-approval from local management and shall not interfere with operations. If available, the space will be provided at no cost to NWSEO unless beyond nominal additional costs are incurred by the NWS. Such additional costs will be charged to NWSEO; however, costs may be waived at management’s discretion.

		dispersed members. The Parties agree that confidentiality during membership meetings will be maintained to the fullest extent practicable.		<p>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.</p> <p>Nothing shall affect the right of the Union to meet employees in non-work areas on non-work time.</p>
25.	Sec. 23	<p><u>SECTION 23.</u> 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.</p>	Sec. 22	<p><u>SECTION 22.</u> All facilities which could potentially experience a tropical cyclone or tornado will have adequate on-site safe rooms or shelters capable of withstanding the impacts of a Category 5 (on the Saffir-Simpson Scale) tropical cyclone and/or an EF-5 (on the Enhanced Fujita Scale) tornado. These locations will be able to hold the maximum number of people assigned to that facility with a minimum of twenty (20) square feet per person of usable space that could be expected to be in the facility at any given time and include water, food and sanitation facilities.</p>
26.	Sec. 24	<p><u>SECTION 24.</u> 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.</p>	Sec. 23	<p><u>SECTION 23.</u> Any facility which undergoes an increase in the number of billets assigned to that facility must expand the facility square footage by one hundred forty-four (144) square feet per additional billet.</p>
27.	Sec. 25	<p><u>SECTION 25.</u> 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.</p>	Sec. 24	<p><u>SECTION 24.</u> All Agency owned or leased facilities will have external cameras on entry ways, parking lots, balloon launch areas, and walkways that lead to external facilities. Offices will be equipped with portable monitored alarms (ed. First Alert) that can be carried by employees who are outside their home facility. All cameras in the work areas will be off, unless utilized for video conferencing/collaboration/IDSS and not used to monitor day-to-day employee work assignments.</p>
28.	N/A	No equivalent language	Sec. 25	<p><u>SECTION 25.</u> All facilities will have work tables that raise and lower, don testing at each facility and radon mitigation where needed, and water quality testing at each facility. For water quality mitigation, the Agency will provide five (5) gallons of bottled water per employee each day.</p>

29.	Sec. 26	<p><u>SECTION 26.</u> Changes in working conditions of Bargaining Unit Employees will be conducted in accordance with Article 9 (Mid-Term Bargaining) of this Agreement.</p>	N/A	No equivalent language
30.	Sec. 27	<p><u>SECTION 27.</u> 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.</p>	Sec. 26	<p><u>SECTION 26.</u> All facilities will provide adequate and effective self-study training space. As a minimum, each facility will provide one (1) training space for every five (5) employees assigned to the facility. 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. 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.</p>
31.	Sec. 28	<p><u>SECTION 28.</u> 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.</p>	Sec. 27	<p><u>SECTION 27.</u> Facilities issues not specifically covered by this Article are subject to bargaining when required, to be conducted in accordance with Article 8 of this Agreement.</p>
32	Sec. 29	<p><u>SECTION 29.</u> 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.</p>	N/A	No equivalent language

**ARTICLE 24
 SAFETY AND HEALTH**

#	Agency Proposed Language		Union Proposed Language	
1.	Sec. 1	<p><u>SECTION 1.</u> The Agency recognizes its responsibility to provide a safe and healthy workplace. The Union encourages employees to comply with all safety rules and regulations.</p>	Sec. 1	<p><u>SECTION 1.</u> The Agency recognizes its responsibility to provide a safe and healthy workplace. The Union encourages employees to comply with all safety rules and regulations.</p>
2.	Sec. 2	<p><u>SECTION 2.</u> 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.</p> <p>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.</p>	Sec. 2	<p><u>SECTION 2.</u> 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.</p> <p>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.</p>
3.	Sec. 3	<p><u>SECTION 3.</u> In accordance with NWSM 50-1115 and Occupational Health and Safety Administration (OSHA) standards,</p>	Sec. 3	<p><u>SECTION 3.</u> In accordance with NWSM 50-1115 and Occupational Health and Safety Administration (OSHA) standards, Management will conduct monthly safety and health inspections of</p>

		<p>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.</p>		<p>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.</p>
<p>4.</p>	<p>Sec. 4</p>	<p>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.</p> <p>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.</p> <p>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.</p>	<p>Sec. 4</p>	<p>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.</p> <p>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.</p> <p>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.</p>

5.	Sec. 5	<p>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.</p>	Sec. 5	<p>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.</p>
6.	Sec. 6	<p>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.</p>	Sec. 6	<p>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.</p>
7.	Sec. 7	<p>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.</p>	Sec. 7	<p>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.</p>

8.	Sec. 8	<p>SECTION 8. 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.</p> <p>Employees are referred to DOC Department Administrative Order (DAO) 202-810 for information on workers compensation claims processing and responsibilities.</p>	Sec. 8	<p>SECTION 8. 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.</p> <p>Employees are referred to DOC Department Administrative Order (DAO) 202-810 for information on workers compensation claims processing and responsibilities.</p>
9.	Sec. 9	<p>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.</p>	Sec. 9	<p>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.</p>
10.	Sec. 10	<p>SECTION 10. LIGHT DUTY An employee recuperating from a non-job-related illness or injury and temporarily unable to perform the duties of</p>	Sec. 10	<p>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</p>

		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.		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.
11.	Sec. 11	<u>SECTION 11.</u> 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.	Sec. 11	<u>SECTION 11.</u> 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.
12.	Sec. 12	<u>SECTION 12.</u> 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.	Sec. 12	<u>SECTION 12.</u> 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.
13.	Sec. 13	<u>SECTION 13.</u> 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.	Sec. 13	<u>SECTION 13.</u> 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.

14.	N/A	No equivalent language	Sec. 14	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.
15.	Sec. 14	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.	Sec. 15	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.
16.	Sec. 15	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.	Sec. 16	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.
17.	Sec. 16	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.	Sec. 17	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.
18.	Sec. 17	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.	Sec. 18	SECTION 18. Health Club Reimbursement The NWS will reimburse all employees up to three hundred dollars (\$300) per year for Health Club and Wellness services fees. This program is based on the authority provided by 5 USC 7901, Health Services Program. The Health Club and Wellness service fees reimbursement will also cover weight loss and smoking cessation programs.

			<p>In order for NWS employees to be eligible for reimbursement of membership fees, the health club or wellness service must conform to applicable laws, rules, and regulation. It is not the intent of this program to reimburse employees for activities that are primarily leisure activities or recreational activities. Entrance and registration fees are not covered under this program.</p> <p>This program is intended to maximize wellness benefits to National Weather Service (NWS) employees while minimizing administrative cost and overhead to manage the program. Therefore, the program does not cover the cost of purchasing equipment or materials for employee's personal use. Such purchases would belong to the Agency making oversight of the program unmanageable.</p> <p>The program will not reimburse employees for tangible and/or consumable products, unless the products are incidental to otherwise covered services.</p> <p>The program covers calendar years (January through December). Employees must enroll into the Health Club and Wellness Program between January 1 and the last day of February (open season) by notifying their immediate supervisor. New NWS employees or existing employees unable to apply during the open season due to prolonged absences may apply within fourteen (14) days of returning to or entering service. Employees are advised a medical examination is recommended prior to engaging in a fitness program. The employee is financially responsible for said medical examination. A receipt of payment from the appropriate facility or service provider to show proof of payment is required. An appropriately redacted cancelled check or credit card statement or receipt for cash payment is acceptable. Employees must submit the appropriate documentation to their immediate supervisor for reimbursement between January 1 and February 28/29 of the year following the calendar year of using health and wellness services/membership.</p> <p>If an employee disagrees with the supervisor's decision on reimbursement, the employee can submit an appeal of the decision to the Health Club Appeals Committee (HCAC) for review. The HCAC will consist of two representatives from the National Weather Service Employees Organization (NWSEO) and two</p>
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				<p>representatives from NWS management. The employee has 15 calendar days after receipt of the supervisor's decision to submit all supporting documentation to the HCAC. Appeals and supporting documentation must be submitted to:</p> <p>National Weather Service W/CFO2 – Chief, Management and Organization Division 1325 East West Highway SSMC2 Room 18348 Silver Spring, MD 20910-3283</p> <p>The HCAC will meet in early March. The HCAC will review appropriate documentation and try to reach a single recommendation and associated reasoning. However, if the committee cannot reach a single recommendation, separate recommendations and associated reasoning can be provided to the Director, National Weather Service or his/her designee.</p> <p>The Director, National Weather Service or his/her designee will take the HCAC's recommendation under advisement before making a final decision by the end of April. The final decision will be provided to the employee, NWSEO President and employee's supervisor.</p> <p>NWS and NWSEO reserve all rights under applicable laws, rules, regulations and the Collective Bargaining Agreement.</p>
19.	N/A	No equivalent language	Sec. 19	<p>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 the mid-term bargaining article of this Agreement.</p>
22.	Sec. 18	<p>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.</p>		

**ARTICLE 25
 UNION COMMUNICATIONS**

#	Agency Proposed Language		Union Proposed Language	
1.	TITLE	UNION COMMUNICATIONS	TITLE	COMMUNICATIONS
2.	Sec. 1	<p><u>SECTION 1.</u> 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.</p>	Sec. 1	<p><u>SECTION 1.</u> 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 or scandalous. Management agrees to discuss any objection to posted material with NWSEO and may request 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.</p>
3.	Sec. 2	<p><u>SECTION 2.</u> 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.</p>	Sec. 2	<p><u>SECTION 2.</u> NWSEO may place literature in the mail slot boxes of the bargaining unit employees during non-work time. Management agrees to distribute direct mailings 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.</p>
4.	Sec. 3	<p><u>SECTION 3.</u> NWS equipment and supplies shall not be used for internal Union business.</p> <p>NWSEO representatives can use certain NWS equipment and basic office supplies for representational purposes consistent with Article 5</p>	Sec. 3	<p><u>SECTION 3.</u> NWSEO representatives may use certain NWS equipment and basic office supplies for representational purposes. Employees and NWSEO representatives must first obtain authorization from their supervisor before using the equipment. Such requests shall normally be granted if they do not interfere with operational requirements or budgetary constraints of the office/unit and are not a significant additional cost to the NWS.</p>

		<p>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.</p> <p>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.</p>		<p>Equipment authorized for use under this agreement is limited to the available personal computers (as determined by management), agency-licensed or copyrighted software, typewriters, copying machines, FTS or other government-leased telephones, facsimile machines, desks, e-mail and government Internet access.</p>
5.	Sec. 4	<p><u>SECTION 4.</u> 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.</p>	Sec. 4	<p><u>SECTION 4. Internet Use</u> The limited personal use of the Internet/E-mail by employees in the workplace on an occasional basis is authorized, provided that the use: (1) involves minimal expense to the government; (2) does not interfere with official business; and (3) makes clear that the e-mail, is personal and not in any way identified as an official NOAA communication.</p> <p>While the occasional, moderate personal use of Government Internet/E-mail resources on official time (i.e., in a duty status) is acceptable, some uses are strictly prohibited. Prohibitions include, but are not limited to: (1) using resources to earn outside income or for private gain; and (2) using resources for activities which are inappropriate or offensive to co-workers or the public, including accessing and/or transmitting sexually explicit materials or remarks.</p> <p>Where there is reasonable cause to believe employees may be misusing the Internet/E-mail, supervisors 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.</p>
6.	N/A	No equivalent language	Sec. 5	<p><u>SECTION 5.</u> Any matters not specifically covered by this Article are subject to negotiation as per Article 8 of this Agreement.</p>

ARTICLE 26
Telework

#	Agency Proposed Language	Union Proposed Language
1.	<p>Sec. 1</p> <p><u>SECTION 1.</u> 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.</p> <p>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.</p> <p>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.</p> <p>Telework is intended to promote:</p> <ul style="list-style-type: none"> 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. 	<p>Sec. 1</p> <p><u>SECTION 1.</u> 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.</p> <p>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.</p> <p>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.</p> <p>Telework is intended to promote:</p> <ul style="list-style-type: none"> 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. <p>Any matters not specifically covered by this Article are subject to bargaining in accordance with Article 8 of this Agreement.</p>

		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.		
2.	N/A	No equivalent language	Sec. 2	SECTION 2. The Parties agree the Agency will make available the procedures, policies, and related forms and information concerning telework to all supervisors and bargaining unit employees via a NWS Telework Website. Such information will include the impact of the alternative worksite becoming the employee’s official duty station (e.g. potential changes in locality pay). Through this Telework Website, employees may submit questions regarding telework. Based on the questions received, the Agency will post and periodically update a Frequently Asked Questions list as an additional resource.
3.	Sec. 2A	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.	Sec. 3A	SECTION 3. 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.
4.	Sec. 2B	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,	Sec. 3B	B. Alternate Worksite – The employee’s residence or a location other than the official duty station for the performance of the employee’s official duties. For purposes of telework, the alternate worksite is considered an official Government worksite and is at the employee’s choosing provided Management does not determine the choice has a negative impact on the ability of the Agency to achieve its mission.

		employees must be flexible and willing to adjust their telework arrangements to meet these needs.		
5.	Sec. 2C	C. Approving Official – The supervisor (or her/his designee(s)) of the employee's office.	Sec. 3C	C. Approving Official – The supervisor (or her/his designee(s)) of the employee's office.
6.	Sec. 2D	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.	Sec. 3E	E. 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.
7.	Sec. 2E	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	Sec. 3N	N. Emergency/Emergency Essential Employee – For the purposes of telework, and this article, the definition of emergency or emergency essential employees is the same as specified in Article 27 (Miscellaneous) Section 9 of this CBA.

		<p>b. Real time collection, processing and distribution of data, products and services or help desk support of these services.</p> <p>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.</p>		
8.	Sec. 2F	<p>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.</p>	Sec. 3F	<p>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.</p>
9.	Sec. 2G	<p>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.</p>	Sec. 3G	<p>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.</p>
10.	Sec. 2H	<p>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.</p>	Sec. 3H	<p>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.</p>
11.	Sec. 2I	<p>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.</p>	Sec. 3I	<p>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.</p>
12.	Sec. 2J	<p>J. Telework-Ready Employee – An employee who has completed Telework training for Employees via the Commerce Learning Center (CLC); has a</p>	Sec. 3J	<p>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</p>

		signed individual telework agreement; and has the required resources to telework.		telework.
13.	Sec. 2K	K. Traditional Worksite - Where an employee would work absent a telework arrangement.	Sec. 3K	K. Traditional Worksite – Where an employee would work absent a telework arrangement.
14.	Sec. 2L	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.	Sec. 3L	L. Remote Employee – An employee teleworking full-time from an alternate work site. The alternate work site becomes the employee’s official duty station for pay purposes.
15.	Sec. 2M	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.	Sec. 3M	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.
16.	N/A	No equivalent language	Sec. 3O	O. Mobile Work – Work which is characterized by routine and regular travel to conduct work in customer or other worksites as opposed to a single authorized alternative worksite. Examples of mobile work include site audits, site inspections, investigations, property management, and work performed while commuting, traveling between worksites, or on Temporary Duty (TDY).
17.	Sec. 3A	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.	N/A	No equivalent language
18.	Sec. 3B	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	Sec. 3D	D. Eligible Employee – The Parties agree all employees are considered eligible to telework unless: 1. the employee has been officially disciplined for being absent without permission for more than five (5) days in any calendar year (there are no exceptions); 2. the employee has been officially disciplined for violations of 5 CFR Part 2635 (Standards of Ethical Conduct for

		<p>level of performance throughout the period for which the telework agreement is in effect.</p> <ol style="list-style-type: none"> 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. 		<p>Employees of the Executive Branch) for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties (there are no exceptions); or</p> <ol style="list-style-type: none"> 3. the employee’s performance does not comply with the terms of the written agreement between the approving official and the employee.
19.	Sec. 3C	<p>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.</p>	N/A	No equivalent language
20.	Sec. 3D	<p>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</p>	N/A	No equivalent language

		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.		
21.	Sec. 3E	E. A request for regular/recurring or ad hoc telework must be submitted by September 15 th 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.	N/A	No equivalent language
22.	Sec. 3F	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.	N/A	No equivalent language
23.	Sec. 3G	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.	N/A	No equivalent language
24.	Sec. 3H	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.	N/A	No equivalent language

25.	Sec. 3I	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.	Sec. 4H	H. 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.
26.	Sec. 3J	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.	N/A	No equivalent language
27.	Sec. 3K	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.	Sec 13A	A. Participating employee(s) at an alternative telework site within fifty (50) miles of the duty station must be available to work at the traditional worksite, normally with a one (1)-day advance notice, when Management makes a determination that the employee's presence is required. The employee may request to telework on an alternate day in cases where he/she is required to report to the traditional worksite on a regularly scheduled telework day.
28.	Sec. 3L	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	N/A	No equivalent language

		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.		
29.	Sec. 4	SECTION 4. TELEWORK TYPES There are four (4) types of telework:	Sec. 4B	B. Types of Telework. The Parties agree to allow eligible employees to work at alternate work sites away from their official duty stations, consistent with the needs of their office, during their regular tour of duty. There are three (3) types of telework:
30.	Sec. 4A	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.	Sec. 4B1	1. 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.
31.	Sec. 4B	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.	Sec. 4B3	3. 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.
32.	Sec. 4C	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 preapproval for ad hoc telework, an employee may perform unscheduled telework. The employee’s decision is not subject to	Sec. 4B2	2. 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 preapproval 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

		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.		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.
33.	Sec. 4D	D. Emergency/Coop Telework. Emergency and COOP telework occurs on an irregular basis at the direction of management.	Sec. 4A	SECTION 4. General Arrangements for Telework 1. Agreeing to Telework. An employee's decision to telework is voluntary. However, in times of emergency, telework may be required for continuity of Government operations (COOP). In this instance, an employee may be required to work at home, a Telework/Hoteling Center, or at another approved alternate worksite based on negotiated NWS policy.
34.	N/A	No equivalent language	Sec. 4C	C. Bargaining unit employees shall not be penalized, discriminated against, or shown favoritism based on telework status.
35.	N/A	No equivalent language	Sec. 4D	D. Training Requirements. The Parties agree that all eligible employees must successfully complete currently approved and specific training(s), via the Commerce Learning Center (CLC), before they can request to telework.
36.	N/A	No equivalent language	Sec. 4E	E. Maximum Amount of Teleworking. An employee (including part-time employees) may telework up to one hundred (100) percent of a pay period as agreed upon by the employee and supervising official or designee (i.e. employee's supervisor). This includes regular/recurring telework, unscheduled telework and ad hoc telework. To the extent consistent with this Agreement, and to the maximum extent practicable, managers and supervisors will allow at least one (1) regular telework day per week at non-operational units and for those on non-operational shifts in NWS field units.

37.	N/A	No equivalent language	Sec. 4F	F. Nothing in this Article prohibits Management from approving participating employees to telework up to five (5) days per week, and work any of the Compressed Work Schedules established in accordance with Article 20 and 21.
38.	Sec. 5	<p>SECTION 5. TELEWORK PLAN OPTIONS There are three (3) levels (Plans) of telework.</p> <p>A. Plan A. Ad Hoc Telework</p> <ol style="list-style-type: none"> 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. <p>B. Plan B. Regular Telework</p> <ol style="list-style-type: none"> 1. Employee chooses to telework on a regular telework schedule. The employee must receive approval of their schedule. 	Sec 4b 1-3	<p>Types of Telework. The Parties agree to allow eligible employees to work at alternate work sites away from their official duty stations, consistent with the needs of their office, during their regular tour of duty. There are three (3) types of telework:</p> <ol style="list-style-type: none"> 1. 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. 2. 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 preapproval 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. 3. 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.

		<ol style="list-style-type: none"> 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. <p>C. Emergency and COOP Telework</p> <ol style="list-style-type: none"> 1. Employees in emergency positions or are designated as Emergency Response Group (ERG) members must sign a telework agreement. 		
39.	N/A	No equivalent language	Sec. 5	<p>SECTION 5. Position Eligibility</p> <ol style="list-style-type: none"> A. The Parties agree administrative, supernumerary, or training shifts at NWS field offices are appropriate for telework. B. All NWS employees, including employees in positions generally excluded from telework arrangements, are eligible for ad hoc telework agreements. Ad hoc telework hours will not be limited to a set amount of hours over any period of time.
40.	Sec. 6	<p>SECTION 6. TERMINATION OR DENIAL OF TELEWORK ARRANGEMENTS</p> <ol style="list-style-type: none"> 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 	Sec. 4G	<ol style="list-style-type: none"> G. 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.

		<p>workplace. The written notice must include the effective date of the termination.</p> <p>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.</p> <p>C. Management may terminate an employee's approved telework arrangement if Management finds that:</p> <ol style="list-style-type: none"> 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. <p>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</p>		
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		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).		
41.	N/A	No equivalent language	Sec. 6	<p>SECTION 6. Compensation and Benefits</p> <p>A. Unless participating in an arrangement which results in a change in the employee’s official duty station, telework is not a basis for changing salary or benefits.</p> <p>B. Upon approval of a regular telework arrangement (i.e. one (1) or more telework days per week), a participating employee who also participates in a Public Transportation Incentive Program (PTIP) will submit an amended PTIP benefit application to reflect any reduction in actual transportation costs, as appropriate.</p> <p>C. The participating employee's timekeeper will have a copy of the employee's work schedule. The employee’s time and attendance for hours worked at the traditional worksite and the alternate worksites, which are consistent with the Agency’s policy, will be certified by the approving official bi-weekly.</p> <p>D. The Parties agree that participating employees may be assigned and approved overtime as determined necessary by the Agency. All applicable employment and labor laws, including but not limited to statutes, regulations, rules, policies, negotiated agreements, etc. governing overtime, compensatory time, credit hours, and/or work scheduling, will continue to be adhered to.</p>
42.	Sec. 7	<p>SECTION 7. TELEWORKING DURING EMERGENCY SITUATIONS/INCLEMENT WEATHER</p> <p>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.</p> <p>B. Federal/Departmental Offices Are Closed. Employees on regular telework will continue to telework, consistent with their telework agreements</p>	Sec 7b	In emergency situations (i.e. inclement weather) which require the traditional worksite to close, or necessitate early dismissals and delayed arrivals, the employee may choose to continue to perform at his or her alternate worksite unless the work cannot be performed due to the impacts of the emergency situation. When an emergency affects only the alternate worksite for a major portion of the workday, the employee must consult with the supervisor for instructions as whether to report to the traditional worksite or be allowed administrative leave. If there are impacts of the emergency at the employee’s telework location (i.e. power outage, internet outage) and conditions prevent the employee

		<p>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.</p> <p>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.</p> <p>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.)</p> <p>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.</p>		<p>from returning to the traditional worksite, the employee shall be approved for administrative leave.</p>
43.	N/A	No equivalent language	Sec. 7	SECTION 7. Leave

				<p>A. Employees will continue to follow established office procedures and practices for requesting and obtaining approval of leave.</p> <p>B. In emergency situations (i.e. inclement weather) which require the traditional worksite to close or necessitate early dismissals and delayed arrivals, the employee may choose to continue to perform at his or her alternate worksite unless the work cannot be performed due to the impacts of the emergency situation. When an emergency affects only the alternate worksite for a major portion of the workday, the employee must consult with the supervisor for instructions as whether to report to the traditional worksite or be allowed administrative leave. If there are impacts of the emergency at the employee’s telework location (i.e. power outage, internet outage) and conditions prevent the employee from returning to the traditional worksite, the employee shall be approved for administrative leave.</p>
44.	Sec. 8A	<p><u>SECTION 8.</u> 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.</p> <p>An in-home dependent care arrangement may pose unique challenges for teleworkers that must</p>	<p>Sec. 17 Paragraphs 1-9</p>	<p><u>SECTION 17.</u> Telework and Dependent Care</p> <p>Used appropriately, telework, along with other workplace flexibilities, can facilitate the management of work and dependent care. However, it is important to remember that telework is not meant to be a substitute for dependent care. Employees may not telework with the intent of or for the sole purpose of meeting their dependent care responsibilities while performing official duties. While performing official duties, teleworkers are expected to arrange for dependent care just as they would if they were working in the office.</p> <p>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 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</p>

		<p>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.</p> <p>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.</p> <p>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.</p>	<p>attendance, and employee expectations concerning performance and conduct.</p> <p>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 shall not be an absolute bar to teleworking, employees should not be engaging 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 be careful to keep interruptions to a minimum to avoid disruptions in work accomplishment.</p> <p>In the event the level of care needed for a dependent prevents or significantly disrupts work accomplishment, teleworkers should notify their supervisors as soon as possible about the situation preventing the teleworker from continuing work. Teleworkers should then 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.</p> <p>While performing official duties, teleworkers are expected to have dependent care arrangements in place when teleworking from an approved alternate worksite. However, there may be unplanned or temporary circumstances (e.g., an unscheduled telework day in which schools are closed) when telework may be an appropriate short-term workplace flexibility for employees with caregiving responsibilities. These short-term temporary circumstances should represent the exception and not the rule.</p> <p>In these short-term temporary telework situations, the Parties agree there is a dual benefit for both the agency and the employee. Provided the employee has a telework agreement in place and is telework-ready, the agency/manager can exercise discretion in determining whether an employee can accomplish at least some part of his or her duties from the</p>
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			<p>telework site in such a situation. The focus should remain on the work, while striking a balance with the employee’s caregiving responsibilities. In effect, the employee shall be allowed to telework during the time he or she is not responsible for dependent care responsibilities and may take appropriate leave while performing dependent care responsibilities, if these responsibilities cannot be accomplished during their regular breaks. The Parties agree there are clear benefits to the agency when managers support employee efforts to accomplish at least a portion of scheduled work instead of taking leave for the entire work day.</p> <p>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.</p> <p>As indicated above, telework provides employees the flexibility to better manage their work, family, and personal responsibilities. The Parties agree an employee may be permitted to work at home or at another worksite at the employee’s choosing provided management does not determine the choice has a negative impact on the ability of the Agency to achieve its mission. Telework may also be used in conjunction with leave or other workplace flexibilities and can provide employees with valuable additional time for elder care responsibilities by reducing commuting time or by allowing employees to temporarily care for a family member who resides in a different geographic location.</p>
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				<p>In an appropriate situation, the local manager has the discretion to grant an exception to the physical reporting requirement on a temporary basis. An example of an appropriate situation might be an employee's need to spend time away from his or her worksite to help attend to a health crisis involving an elderly family member in a different geographic location. As is the case for any arrangement involving work at an alternative work site, work from a temporary location away from an employee's official worksite should be accompanied by a written agreement that spells out expectations. The authority to make the exception is intended for temporary arrangements, and a short-term need that becomes extended should trigger a reassessment by the agency, focused upon whether the agency is willing to have the employee continue to perform work in a different location as a remote employee. Serving as a remote employee has implications for the employee's official duty station, such as changes in locality pay.</p>
45.	Sec. 8B	<p>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.</p>	Sec. 18	<p><u>SECTION 18.</u> All employees in travel status or Temporary Duty (TDY) will be considered mobile workers, utilizing a flexible workplace. While this work is not performed at the official duty station and therefore similar to telework, mobile work is not telework and a telework agreement is not required.</p>
46.	Sec. 8C	<p>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</p>	Sec. 17 Paragraph 10-12	<p>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</p>

		<p>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.</p> <p>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.</p>		<p>return to full-time official duties. Telework will be approved by the employee’s supervisor based on the ability of the employee to accomplish his or her work.</p> <p>Requests for telework related to an employee’s recovery from childbirth or care for a family member recovering from childbirth and transitioning back to work should be accompanied by a formal written telework agreement that summarizes expectations. Such telework agreements should, for example, outline a work schedule that indicates the days and hours of the week the employee will be working, outline any additional requirements (e.g., technology needs) beyond those specified by law, clarify any assumptions regarding frequency and modes of communication (e.g., email vs. telephone, core hours of contact, speed or expected timeframe for returning calls and emails) and establish terms under which the agreement can be modified or terminated.</p> <p>It is important for the manager and the employee to establish a dialogue to determine whether the employee can accomplish at least some part of his or her duties in a telework situation while caring for a newborn. The focus should be on striking a balance between the employee’s work and caregiving responsibilities, and using telework and appropriate leave options. This open dialogue should occur throughout the transition period.</p>
47.	N/A	No equivalent language	Sec. 8	<p>SECTION 8. Information Technology and Security</p> <p>A. Participating employee(s) must certify that the Agency’s annual Information Technology (IT) Security Awareness Training has been completed.</p> <p>B. The employee will use a laptop or desktop computer, and appropriate software, that the NWS shall provide, for any work that must comply with policies and procedures for capturing, managing, and controlling audit documentation, NWS records, and classified or sensitive information. Participating employee(s) must have an Internet connection (high-speed connection is recommended) before requesting a telework arrangement. Employees must be accessible via telephone or email during his/her working hours. This arrangement should be documented in the telework agreement. Management will</p>

				<p>provide resources for an Internet connection at the employee's telework site, as agreed to in the Telework Agreement.</p> <p>C. Employees who telework will ensure Government property and information are kept safe, secure, and separate from his/her personal property and information.</p> <p>D. Employees who telework will be the sole operators of the Government-owned equipment they use, and will abide by established Agency policy regarding the use of Government-owned equipment for personal business.</p> <p>E. Technical support will be provided to participating employees when needed.</p> <p>F. Employees' personal electronic devices may not be searched by the Agency without just cause and proper warrants.</p>
48.	Sec. 9	<p>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.</p>	Sec. 11	<p>SECTION 11. 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.</p>
49.	N/A	No equivalent language	Sec. 9	<p>SECTION 9. Liability The Agency will not be liable for damages to an employee's personal or real property while the employee is working at an approved alternate worksite, except to the extent the Agency is found liable under by the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act.</p>
50.	N/A	No equivalent language	Sec. 10	<p>SECTION 10. Alternate Worksite Costs A. An employee may use their personal equipment for telework; however, the Agency will provide the supplies and equipment</p>

				<p>that it requires for participating employees to perform their assigned duties at alternate work sites. Customary equipment and office supplies provided at the traditional worksite will be made available by the Agency to employees participating in a telework arrangement.</p> <p>When pre-paid phones or long-distance calling cards are temporarily not available, the following procedures will apply: In accordance with Government-wide regulations, participating employees may receive reimbursement for business-related long-distance phone calls made on an employee's personal phone. To the extent business-related long-distance calls result in additional personal costs, the employee should submit a Standard Form 1164 through appropriate channels to request reimbursement.</p> <p>B. Technical administrative services such as photo-copying, facsimile transmissions, mailing, etc., will normally be conducted during time at the traditional work site. In the event a participating employee desires Agency reimbursement for technical administrative services performed at an alternate work site, advance written approval must be obtained from the Agency.</p>
51.	N/A	No equivalent language	Sec. 12	<p>SECTION 12. Work Assignments/Performance Participating employees will be evaluated pursuant to the procedures set forth in Article 13 of this Agreement; and will be expected to perform work assignments as if they were working at the traditional worksite. All employees who meet "fully successful" in their performance plans are eligible for telework, with an alternate worksite arrangement consistent with the procedures established in accordance with this Article. If an employee is to be removed from a teleworking arrangement, the employee and their NWSEO representative must have four (4) weeks advance notice and a written explanation of the reasons for removal. If an employee is removed from telework participation, the employee may reapply after six (6) months and typically be accepted, unless there are extenuating circumstances for denial, in which case, Management will provide to the employee and their NWSEO representative, in writing, the reasons for the denial.</p>

52.	N/A	No equivalent language	Sec. 13	<p>SECTION 13. Agency Directed Return to Work and Changes to Telework Arrangements.</p> <p>A. Participating employee(s) at an alternative telework site within fifty (50) miles of the duty station must be available to work at the traditional worksite, normally with a one (1)-day advance notice, when Management makes a determination that the employee’s presence is required. The employee may request to telework on an alternate day in cases where he/she is required to report to the traditional worksite on a regularly scheduled telework day.</p> <p>B. When a participating employee whose alternative telework location is more than fifty (50) miles from the duty station is required to return to the traditional worksite on a temporary basis, the employee must report within a reasonable amount of time. Time required to report to the official worksite, including traveling distance and mode of transportation factors, will be taken into consideration in evaluating what is reasonable. The Agency will cover travel and per diem costs to the extent allowed by Federal Travel Regulations for any employee whose alternative telework location is more than fifty (50) miles from the duty station.</p> <p>C. Requests by the participating employee to change a scheduled telework day(s) in a particular week or biweekly pay period must be submitted in advance, prior to the effective date of the change, in writing, and be approved by the Agency.</p>
53.	N/A	No equivalent language	Sec. 14	<p>SECTION 14. Employee Returning to Worksite</p> <p>A. The Agency will provide the returning employee with the same or equivalent working conditions (work area space, equipment, etc.) that the employee possessed prior to participating in telework.</p> <p>B. In the event the returning employee’s prior working conditions cannot be accommodated, the Agency will notify the local NWSEO representative and negotiate working conditions for the returning employee.</p>
54.	N/A	No equivalent language	Sec. 15	<p>SECTION 15. Selection Order</p>

				<p>In following through with its commitment to support telework, the Agency will make a good-faith effort to provide sufficient funding for telework arrangements. In the event limited funding or resources result in limitations on selections for telework arrangements to fewer than the number of employees volunteering, the LOT shall make a decision on whom teleworks and take into consideration:</p> <p>A. Employees with a disability; B. Employees with temporary or chronic health problems whom may otherwise choose to leave the Agency.</p>
55.	N/A	No equivalent language	Sec. 16	<p>SECTION 16. Telework Data To foster the growth of and monitor the efficiency of the telework program, NWSEO will be provided the same telework data provided by the Agency in compliance with statutory or regulatory reporting requirements.</p>

**ARTICLE 28
 MUTUAL RESPECT**

#	Agency Proposed Language		Union Proposed Language	
1.	N/A	No equivalent language	Title	Mutual Respect
2.	N/A	No equivalent language	Sec. 1	<p>SECTION 1. The Parties agree that mutual respect between and among managers, employees, coworkers and supervisors is integral to the efficient conduct of the Agency’s business. Behaviors that contribute to a hostile, humiliating or intimidating work environment, including abusive language or behavior, are unacceptable and will not be tolerated.</p> <p>Bullying behavior is defined as repeated inappropriate behavior, either direct or indirect, whether verbal, physical, or otherwise, by one (1) or more persons against another or others, at the place of work and/or in the course of employment. Any harassment, bullying, discrimination, or retaliation that would not be permissible in the workplace is not permissible between co-workers via electronic means, even if done outside of the workplace.</p>
3.	N/A	No equivalent language	Sec. 2	<p>SECTION 2. Employees should immediately notify their first line supervisor, unless the first line supervisor was involved in the incident or is not readily available, or to their Second Line Supervisor, if any individual threatens them or prevents them from performing their duties, or if they otherwise fear for their physical safety at any work location. If the employee is uncomfortable reporting to their line of supervision, they may contact their Union Steward or NWSEO Regional Chairperson, who will make the appropriate management contacts. Supervisors will be trained annually on appropriate actions to take in threatening situations and must take the appropriate action prescribed.</p>
4.	N/A	No equivalent language	Sec. 3	<p>SECTION 3. The Agency recognizes that employees are not expected to be skilled at identifying potentially dangerous situations, but employees are expected to exercise good judgement when deciding to report such incidents. The Agency, when possible, should respect the privacy/confidentiality of the employee that reports any such behavior. No employee shall be subject to restraint, coercion, or reprisal for reporting prohibited conduct related to workplace violence to a representative of Management.</p>
5.	N/A	No equivalent language	Sec. 4	<p>SECTION 4. The Agency will set up a three (3) person panel to investigate reports of bullying. The team will consist of one (1)</p>

				<p>Management representative, one (1) HR/EEO representative and one (1) Union representative on Official Time. A Web based form will be set up to report bullying. Supervisors or notified official will immediately report urgent bullying reports as described in Section 2 of this Article to the panel. The panel will be given regular training on the law and proper response to workplace intimidation and violence. The panel will investigate each report of workplace bullying and in no less than fifteen (15) days provide a report to the Assistant Administrator for Weather Services and the NWSEO President on their findings and recommendations.</p>
6.	N/A	No equivalent language	Sec. 5	<p>SECTION 5. An employee should feel free to raise the issue of workplace bullying without fear of retaliation. If an employee feels that he or she is being bullied and reports this problem, the Agency will provide the employee with support, as appropriate. An employee may request a Union representative to assist them during meetings with Management about the workplace bullying. If requested, Management will allow sufficient Official time to the Union representative to represent the employee.</p>
7.	N/A	No equivalent language	Sec. 6	<p>SECTION 6. The Agency will provide annual behavioral health training. This course would highlight the various types of violence and bullying, physical and emotional effects, risk factors and vulnerable workers, and methods of control, prevention, consequences, and response. The course would include case studies to demonstrate different examples of violence and bullying in the workplace and the related effects.</p>
8.	N/A	No equivalent language	Sec. 7	<p>SECTION 7. Nothing in this article waives an employee’s right to file a grievance or an EEO complaint. The clock does not start on the time to file a grievance as per Article 10 of this Agreement until the NWSEO President is presented the findings and recommendations referenced in Section 4 of this Article. 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.</p>

**ARTICLE 31
 EMPLOYEE AWARDS**

#	Agency Proposed Language		Union Proposed Language	
1.	TITLE	EMPLOYEE AWARDS	TITLE	AWARDS
2.	Sec. 1	<p>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.</p>	Sec. 1	<p>SECTION 1. In accordance with 5 CFR § 451.102, an award is “something bestowed or an action taken to recognize and reward individual or team achievement that contributes to meeting organizational goals or improving the efficiency, effectiveness, and economy of the Government or is otherwise in the public interest.”</p> <p>Past practice for determining the award pool in the NWS has been to award one and a half percent (1.5%) of the total annual bargaining unit salary. Within the first quarter of each fiscal year, Management, through the appropriate Financial Management Center (FMC), shall furnish the NWSEO President, or his/her designee, a report of the bonus pool totals of all NWS employees. This report will provide the award pool, broken out for the entire NWS, each FMC and each subordinate office.</p> <p>Within ninety (90) days of the conclusion of each fiscal year, a listing of awards distributed will be provided to the NWSEO president, or designee, which will include the name of the employee, his/her duty station, and the dollar amount of any award.</p> <p>In the event the Agency determines its budget will not permit the dedication of one and a half percent (1.5%) of the total annual bargaining unit salary to the awards pool, it will notify and provide the NWSEO the opportunity to bargain over the impact and implementation of that reduction. Nothing in this Article prohibits the Agency from allocating more than one and a half (1.5%) of its salary budget to awards.</p> <p>Nothing in this Article shall supersede existing Local and Regional Award MOUs.</p>
	Sec. 2	<p>SECTION 2. AWARD FUNDING</p> <p>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:</p> <ol style="list-style-type: none"> 1. Special Recognition Awards; 2. Performance Awards; 3. NWS Assistant Administrator’s Awards (NOAA Administrator’s Awards, Cline Awards, etc.). <p>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</p>		

		and to distribute and/or delegate as he/she sees fit for the highest performers.		
3.	Sec. 3A	<p>SECTION 3. SPECIAL RECOGNITION AWARDS</p> <p>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.</p>	Sec. 2	<p>SECTION 2.</p> <p>A. The award pool will be available for use throughout the fiscal year for other than annual performance awards. 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. These awards include On-the-Spots, Peer Awards, Time-Off Awards and Special Acts.</p> <ol style="list-style-type: none"> 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. 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 Awards – The process of implementing peer awards will be in accordance with Section 5 of this Article. 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.

				<p>B. Management and the Union encourage all bargaining unit employees to submit recommendations for Special Act awards, 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 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:</p> <ol style="list-style-type: none"> 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. <p>The Parties agree the previous list is meant to be an example but is not all inclusive.</p>
4.	Sec. 3A1	1. The On-the-Spot award recognizes significant deeds generally of shorter duration or lesser	Sec. 3	<p>SECTION 3. 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</p>

		<p>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.</p>	<p>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.</p> <p>The Cline Awards are a special category of awards specific to the NWS and are presented annually in one or more of ten (10) categories related to the core NWS mission:</p> <ul style="list-style-type: none"> • 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 <p>These awards recognize substantial accomplishments achieved from June 1 of the previous year to May 31 of the award year.</p> <p>A. Cline Awards will be competitive and will be made at three levels:</p> <ol style="list-style-type: none"> 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
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				<p>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.</p> <p>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.</p> <p>Nominations will be accepted from users of NWS products and services, managers and supervisors, and co-workers.</p> <p>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.</p> <p>C. Evaluation and selection of nominees at all levels are conducted according to Article 8 of this Agreement.</p> <p>D. The call for Cline Award nominations will be sent annually to all NWS employees no later than the first week of May. The National Cline Award winners will be announced no later than May February of the next year and before the new call for nominations.</p> <p>E. Cline Awards Recognition:</p> <ol style="list-style-type: none"> 1. Local level Cline Awards: Bargaining Unit recipients receive an appropriate <i>Certificate of Recognition and a two (2) day time off award.</i> 2. Office/Regional level Cline Awards: Bargaining Unit recipients receive the <i>Isaac M. Cline Regional Award Plaque, receive no less than \$1,000, and each recipient shall receive a five (5) day time off award.</i> The monetary amount is equally divided among members for a group award. 3. National level Cline Awards have an honorary and a monetary aspect. Bargaining Unit recipients receive a special <i>Isaac M. Cline Award Plaque and may receive no less than \$7,500 and each recipient shall receive a five (5) day time off award.</i>
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				<p>The dollar amount is equally divided among members for a group award.</p>
			<p>Sec. 4</p>	<p>SECTION 4. Cash Awards A cash award is a one-time, lump sum payment and may be granted up to \$10,000 without external approval, up to \$25,000 with Office of Personnel Management (OPM) approval, and an excess of \$25,000 with Presidential approval. It is awarded for various reasons, such as:</p> <ul style="list-style-type: none"> A. A Special Act Award* is a cash award granted for a one-time, non-recurring contribution, a scientific achievement, or an act of heroism. An employee may be nominated for this award at any time during the year, and this award may be granted at any time during the year. B. A Cash-in-Your-Account (CIYA) Award* is a small cash award granted for “going the extra mile” in getting the job done. CIYAs are not in recognition of overall performance, but rather for specific instances of exemplary performance. 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. D. An On-the-Spot (OTS) Award is granted by supervisors to recognize accomplishments that represent steps toward achievement of organizational goals or purposes, but for which higher-level recognition such as honor awards, performance awards, or superior accomplishment awards are not appropriate. E. A Peer Recognition Award (for a description see Section 5). <p>Awards noted with * may be given at any time during the year.</p>
5.	Sec. 3A2	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	Sec. 5	<p>SECTION 5. Peer Recognition Awards Peer Recognition Awards (PRAs) provide an opportunity to spotlight the accomplishments of employees who exceed expectations at work, who serve as a source of inspiration for others, and who produce an outstanding achievement. The LOT will create a dedicated PRA sub-team (known hereafter as the</p>

		<p>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.</p>	<p>Peer Recognition Committee or PRC) that will meet to review PRA nominations and make recommendations.</p> <p>The PRC will be notified when the office awards budget is available and how much money is being budgeted for PRA. The PRC, at their discretion, will be allowed fifty (50) percent of the total bargaining unit awards pool within a local office for PRAs. Time off awards can also be granted in addition to these monetary award allocations. Nothing in this Article prohibits a local manager from allocating more than fifty (50) percent of the local awards budget to PRAs. Any PRA money not distributed forty-five (45) days before the end of the fiscal year will be spent by the local supervisor on local awards as he/she sees fit.</p> <p>A. Nomination Process: Any staff member can submit nominations of deserving and qualified individuals. Nominations will be solicited and encouraged from all Local Office personnel and will normally be submitted by the 15th of the month. In the spirit of collaboration, nominations for individuals in other local offices will also be encouraged. Nominations for all awards must be one (1) page in length or less.</p> <p>Although the nomination is free-format, the employee name(s), current position(s), grade(s), office location, nominee's supervisor's name, phone number, and the submission date should be listed at the top of the page. The nomination should be written such that it is suitable for publication on the Office/Regional Web page, as well as an entry in the <i>NWS Insider</i> Newsletter with minimal editing.</p> <p>B. Nomination Criteria. PRAs are meant to recognize dedication, quality, and outstanding achievement as evidenced by:</p> <p>Dedication (one or more of the following):</p> <ul style="list-style-type: none"> • Service above self; • Persistence/commitment through obstacles or hardship; • Personal initiative and effort to achieve a goal.
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				<p>Quality of work (one or more of the following):</p> <ul style="list-style-type: none"> • Professional excellence – exceeded expectations by going beyond the normal expected course of work to accomplish a goal; • Demonstrated resourcefulness working around obstacles and roadblocks or finding new resources to accomplish a goal; • Demonstrating innovation and creativity to achieve a goal through a new means or avenue. <p>Type of Outstanding Achievement (one or more of the following):</p> <ul style="list-style-type: none"> • Developed a new program or procedure that improves office efficiency or performance. May be operational, administrative, or electronics/facility; • Researched and/or presented new science into operations improving forecast and warning operations or services; • Improved service or service delivery through work with customers to better understand their need; • Demonstrated exceptional forecast or warning service given a difficult or complex situation; • Provided exceptional support to another office or found a solution to a unique problem helping maintain NWS mission and operations; • Unique and innovative outreach work advancing Weather-Ready Nation (WRN); • Demonstration of excellence or new standard in providing risk communication to customers and Impact-Based Decision Support Services (IDSS); • Unique or significant contributions toward outreach supporting diversity, minority institutions, or STEM (Science, Technology, Engineering, and Math); • Demonstrating leadership within an office that supports improvement or implementation of a significant change, cultural shift, improved office communication, morale, teamwork, or operational performance.
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				<p>C. Period of Eligibility. Activities nominated for recognition must be performed within the month previous to submission.</p> <p>D. Selection and Peer Award Process.</p> <ol style="list-style-type: none"> 1. The PRC shall consist of up to three (3) bargaining unit members and three (3) Management representatives. The Steward will select the bargaining unit members per Article 8, Section 2 C 2 of this Agreement, which may include picking bargaining unit members off-station if necessary. The PRC should meet on a monthly basis. If no nominations are received that month, the PRC does not have to meet. If a PRC member is nominated for an award, the member must recuse themselves from the process and the steward will select another bargaining unit member to serve as an alternate. 2. The PRC is co-chaired by the Steward and the Office Director, or designee(s). Decisions will be based solely upon the nomination letter. Every person in the office has an equal opportunity to provide input for the Peer award via nominations. The PRC co-chairs should meet with the office budget staff regularly to ensure available funding for the awards. The PRC decides who receives the award, and recommends what the award should be (monetary or time off) by consensus of the PRC members. If an agreement cannot be reached by consensus, then the decision of who gets an award and the amount to be awarded will be made by the LOT. All decisions must be in accordance with all OPM and Agency directives. <p>E. Administrative Responsibility</p> <ol style="list-style-type: none"> 1. The PRC members shall serve in this capacity until replaced by the LOT. The team will share any issues, and as the PRC determines, make suggestions for process updates or adjustments to the LOT. The PRC will take notes (a notetaker not on the PRC is encouraged), and these notes shall be made available to all members of the staff (or
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				<p>the NLC upon request) as soon as possible after the PRC's meeting.</p> <p>2. The LOT can make changes to the PRA process, but those changes must be reported to the NLC. The NLC will review the PRA process annually and make changes if needed. The PRA will remain in effect at the discretion of the NLC.</p> <p>3. The administrative duties, which may be delegated to others on the PRC, or other office personnel as appropriate, will consist of:</p> <ul style="list-style-type: none"> • Sending out monthly notices, typically on the first day of the month soliciting nominations; • Ensuring that a fair and timely selection is made; • Providing the appropriate Management official with the employee name(s) and a one (1)-sentence citation for the certificate. The Management official will prepare certificate(s) of recognition for the Office Manager's/Director's signature; • Using the nomination letter to prepare articles for the <i>NWS Insider</i> or other All-Hands communication; • Ensuring that there is no discrimination based on race, color, creed, sex, national origin, age, disability, sexual orientation, sexual identity, political affiliation, religion, or marital status.
<p>6.</p>	<p>Sec. 3A3</p>	<p>3. Peer Awards – 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 the LOT recommendations into account.</p> <p>Examples of meritorious achievements:</p> <ol style="list-style-type: none"> a. identifying an innovative solution to an issue outside an employee's planned work 	<p>Sec. 6</p>	<p>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 the mid-term bargaining article of this Agreement.</p>

		<p>assignment but which benefits the organization as a whole;</p> <ul style="list-style-type: none"> 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. 		
7.	Sec. 3A4	<p>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.</p>		
8.	Sec. 3B	<p>B. Management and the Union encourage all bargaining unit employees to submit recommendations for Special Act awards, 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</p>		

		<p>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:</p> <ol style="list-style-type: none"> 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. <p>The Parties agree the previous list is meant to be an example, but is not all inclusive.</p>		
9.	Sec. 4	<p>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.</p>		

		<p>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.</p> <p>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.</p> <p>The award level percentage amounts are calculated at the national level each fiscal year in accordance with OPM guidance.</p> <p>A. Employees earning a summary performance rating of Level 1 or Level 2 are not eligible for performance awards.</p> <p>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.</p> <p>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.</p> <p>D. Employees who have been covered by a performance plan for a period of more than 180</p>		
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		<p>days during the annual appraisal period will receive the full amount of any performance award.</p> <p>E. Quality Step Increases (QSI):</p> <ol style="list-style-type: none"> 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. <p>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.</p>		
<p>10.</p>	<p>Sec. 5</p>	<p>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.</p> <p>The Cline Awards are presented annually in one or more of ten (10) categories related to the core NWS mission:</p> <ul style="list-style-type: none"> ● Meteorology; 		

		<ul style="list-style-type: none"> ● 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 <p>These awards recognize substantial accomplishments achieved from June 1 of the previous year to May 31 of the award year.</p> <p>A. Cline Awards will be competitive and will be made at three levels:</p> <ol style="list-style-type: none"> 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. 		
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		<p>Nominations will be accepted from users of NWS products and services, managers and supervisors, and co-workers.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>E. Cline Awards Recognition:</p> <ol style="list-style-type: none"> 1. Local level Cline Awards: Bargaining Unit recipients receive an appropriate <i>Certificate of Recognition</i>. 2. Office/Regional level Cline Awards: Bargaining Unit recipients receive the <i>Isaac M. Cline Regional Award Plaque</i>. 3. National level Cline Awards have an honorary and a monetary aspect. Bargaining Unit recipients receive a special <i>Isaac M. Cline Award Plaque and may receive up to \$5000</i>. This amount is equally divided among members for a group award. 		
11.	Sec. 6	<p>SECTION 6. Cash Awards A cash award is a one-time, lump sum payment that is awarded for various reasons, such as:</p> <p>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</p>		

		<p>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.</p> <p>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.</p> <p>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.</p> <p>Awards noted with * may be given at any time during the year.</p>		
12.	Sec. 7	<p>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.</p> <p>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.</p>		
13.	Sec. 8	<p>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.</p>		
14.	Sec. 9	<p>SECTION 9.</p>		

		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.		
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**ARTICLE 32
 CONTRACTING OUT**

#	Agency Proposed Language		Union Proposed Language	
1.	Paragraph 1	If NWS determines that unit work will be contracted out using the A-76 procedure NWS will notify the Union and provide them an opportunity to bargain consistent with Article 9 (Mid-Term Bargaining). Final decisions of A-76 reviews are not grievable. The Agency shall post on the Internet an annual report of the use of contractors at the Agency in accordance with 15 U.S.C § 8547.	Sec. 1	<u>SECTION 1.</u> 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. 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.
2.	N/A	No equivalent language	Sec. 2	<u>SECTION 2.</u> 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.
3.	N/A	No equivalent language	Sec. 3	<u>SECTION 3.</u> Contractors may not supervise, control, or direct federal employees nor will they provide solicited or unsolicited input on performance evaluations for federal employees.
4.	N/A	No equivalent language	Sec. 4	<u>SECTION 4.</u> 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.

5.	Paragraph 2	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.	N/A	No equivalent language
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**ARTICLE 36
 HOME LEAVE AND RETURN RIGHTS**

#	Agency Proposed Language		Union Proposed Language	
1.	Sec. 1	<p>SECTION 1. OVERSEAS TOUR RENEWAL AGREEMENT TRAVEL</p> <p>NWS will only authorize travel and transportation expenses for an employee's OCONUS tour renewal travel if it determines that:</p> <p>A. NWS staffing needs are required to recruit or retain employees at a post of duty or</p> <p>B. NWS is in need to recruit employees with special skills and knowledge and/or to fill positions in remote areas.</p> <p>C. Other Transportation Expenses as are required by government wide law, rule and/or regulation</p> <p>On a case by case basis Management will review employees currently receiving home leave and determine if they will continue granting home leave to these employees.</p> <p>The parties will follow applicable law, rule, and regulation for overseas tour renewal agreement travel and home leave.</p>	Sec. 1	<p>SECTION 1. Overseas Tour Renewal Agreement Travel</p> <p>Employees eligible for renewal agreement travel under the Federal Travel Regulations, 41 CFR 302-1.13 et seq and home leave under 5 U.S. 6305 and 5 C.F.R 630.601 et seq will receive allowances for travel and transportation expenses for the purpose of returning home to a home of record in the contiguous U.S. on leave between tours of duty overseas.</p> <p>Up to two trips every 5 years may be authorized for an employee and his family who are eligible for the reimbursement of these travel expenses. Employees in Alaska and Hawaii prior to 9/8/82 had the right for Overseas Tour Renewal Agreement Travel. After that date this travel is only authorized on a site-by-site basis for those locations where it is found necessary for recruitment purposes. Additionally, the previous tour of duty must have been successfully completed and a new written agreement for an additional tour must be executed.</p>
2.	Sec. 2	<p>SECTION 2. RETURN FOR SEPARATION</p> <p>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.</p>	Sec. 2	<p>SECTION 2. Return for Separation</p> <p>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 (See FTR 302-1.1(e)), must make such arrangements in accordance with FTR §302-3.303.</p>
3.	Sec. 3	<p>SECTION 3.</p>		

		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.		
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**ARTICLE 37
 DRUG-TESTING PLAN**

#	Agency Proposed Language		Union Proposed Language	
1.	TITLE	DRUG-TESTING PLAN	TITLE	DRUG AND ALCOHOL TESTING PLAN
2.	Sec. 1A	<p>SECTION 1. General Provisions of Drug and Alcohol Testing of Bargaining Unit Employees</p> <p>A. Management agrees that it will conduct any and all drug and alcohol testing of bargaining unit employees in accordance with the procedures of the 2009 DOC Drug-Free Workplace plan and the 2009 Drug and Alcohol-Free Workplace Testing Guide except where in conflict with law and this Article.</p>	Sec. 1A	<p>SECTION 1. General Provisions of Drug and Alcohol Testing of Bargaining Unit Employees</p> <p>A. Management agrees that it will conduct any and all drug and alcohol testing of bargaining unit employees in accordance with the procedures of the 2009 DOC Drug-Free Workplace plan and the 2009 Drug and Alcohol-Free Workplace Testing Guide, except where this policy conflicts with this Agreement and any decision of a court of competent jurisdiction that is binding on the NWS.</p>
3.	Sec. 1B	<p>B. There will be no direct observation of an employee while in the act of providing a urine specimen unless the agency has reason to believe that a particular individual may alter or substitute the specimen to be provided.</p>	N/A	No equivalent language
4.	N/A	No equivalent language	Sec. 1B	<p>B. Only employees who are in duty status shall be subject to substance testing.</p>
5.	Sec. 1C	<p>C. When an employee has been directed to take a drug or alcohol test, he/she will be given a specific written notice stating the reason(s) for the test. Employees will be given notice where and when to appear for substance testing. In consideration of the employee's privacy, notification will be made in a private and secure area. In no instance shall notice be done in a public manner. Any designated collection site must meet the requirements of the Department of Health and Human Services (HHS) guidelines.</p>	Sec. 1C	<p>C. When an employee has been directed to take a drug or alcohol test, he/she will be given a specific written notice stating the reason(s) for the test. Employees will be given notice where and when to appear for substance testing. In consideration of the employee's privacy, notification will be made in a private and secure area. In no instance shall notice be done in a public manner. Any designated collection site must meet the requirements of the Department of Health and Human Services (HHS) guidelines.</p>
6.	N/A	No equivalent language	Sec. 1D	<p>D. Management will provide the employee a copy of the DOC Drug Testing Program Checklist for Employees as soon as</p>

				practicable, but in no case later than two (2) hours before the scheduled testing.
7.	N/A	No equivalent language	Sec. 1E	E. 09The NWSEO representative or his/her designee shall be notified prior to the notification of the employee who will be tested.
8.	Sec. 1D	D. When an employee is notified of a confirmed positive test, the employee may submit evidence to the Medical Review Officer (MRO) to justify a positive test result. In accordance with HHS guidelines, the MRO shall give the employee an opportunity to discuss the test result.	Sec. 1K	K. When an employee is notified of a confirmed positive test, the employee may submit evidence to the Medical Review Officer (MRO) to justify a positive test result. In accordance with HHS guidelines, the MRO shall give the employee an opportunity to discuss the test result.
9.	Sec. 1E	E. The Parties agree that should any question arise as to the accuracy or validity of a positive test result, only the MRO is authorized to order a re-collection and re-testing.	Sec. 1M	M. The Parties agree that should any question arise as to the accuracy or validity of a positive test result, only the MRO is authorized to order a re-collection and re-testing.
10.	Sec. 1F	F. The Union will be granted reasonable official time for any pre or post meetings with Management related to the drug testing for which official time is required by law.	Sec. 1F	F. An employee, upon request, will have a union representative present at the test site. No unauthorized person will enter the collection site, and no management official and/or union representative will interfere, in any way, with the collection process. The representative will be on official time until the collection process is completed, any reasonable time necessary to return to their worksite, and any pre or post meetings with Management related to the drug testing for which official time is required by law or this contract, any MOUs and/or past practice.
11.	N/A	No equivalent language	Sec. 1G	G. The NWSEO representative will be permitted to observe the actions of the collector/Blood Alcohol Technician (BAT).
12.	N/A	No equivalent language	Sec. 1H	H. Only a trained/certified BAT using an Evidential Breath Testing Device (EBTD) approved by the National Highway Traffic Safety Administration (NHTSA) can be used for screening tests for alcohol. A Blood Alcohol Concentration (BAC) equal to or greater than 0.08% by volume will be needed to confirm that an employee is not fit for duty.

13.	N/A	No equivalent language	Sec. 1I	I. The employer shall ensure that the HHS Guidelines regarding proper storage, handling and refrigeration of urine samples prior to testing are followed.
14.	N/A	No equivalent language	Sec. 1J	J. All testing equipment used to perform alcohol testing will be calibrated in accordance with the applicable NHTSA requirements.
15.	Sec. 1G	G. The agency agrees to pay any travel expense for any employee required to be tested who must travel outside his/her normal commuting area for the purposes of drug-testing.	Sec. 1N	N. The Agency agrees to pay any travel expense for any employee and NWSEO representative required to travel outside his/her normal commuting area for the purposes of drug-testing.
16.	Sec. 1H	H. Any test result and any other related documentation from a drug test will be maintained in accordance with DOC Drug and Alcohol Free-Workplace Testing Guide.	Sec. 1O	O. Any test result and any other related documentation from a drug test will be maintained in accordance with the DOC Drug Free Workplace Plan, Section XIV and will not become part of an employee's Official Personnel Folder (OPF).
17.	Sec. 1I	I. Use of the drug testing program to punish or harass employees is strictly prohibited.	Sec. 1P	P. Use of the drug testing program to punish or harass employees is strictly prohibited.
18.	Sec. 1J	J. Employees not in duty status will not be subject to drug and alcohol testing without due cause. Due cause shall mean a reasonable suspicion of a clear and direct relationship between the employee's off duty conduct and the employee's ability to perform his or her duties or interference with government interest promoting the efficiency of the service. If there is due cause, management must make verbal direct contact with the employee and notify him/her that they must appear for a scheduled collection. If the date of the collection is during the period the employee is in non-duty status and the employee is more than 50 miles from the duty station, management must place the employee in duty status and pay for all expenses for the employee's return to duty status for the purposes of the drug and/or alcohol test.	Sec. 1Q	Q. Employees not in duty status will not be subject to drug and alcohol testing without due cause. Due cause shall mean a reasonable suspicion of a clear and direct relationship between the employee's off duty conduct and the employee's ability to perform his or her duties or interference with government interest promoting the efficiency of the service. If there is due cause, management must make verbal direct contact with the employee and notify him/her that they must appear for a scheduled collection. If the date of the collection is during the period the employee is in non-duty status and the employee is more than 50 miles from the duty station, management must place the employee in duty status and pay for all expenses for the employee's return to duty status for the purposes of the drug and/or alcohol test.
19.	Sec. 1K	K. Employees not in a duty status will be placed in a duty status for purposes of a collection. Failure to	Sec. 1R	R. An employee, who fails to appear for a scheduled collection while the employee is in a duty status, will be given a

		appear for a scheduled collection is considered failure to cooperate with the drug testing procedures. An employee who fails to appear for testing will be given an opportunity to explain why. Management will consider any mitigating and aggravating circumstances that prevented the employee from appearing. If the explanation for failure to appear for collection is accepted, management may reschedule the employee for another test. If however, an employee’s explanation for failure to appear for a collection is not accepted, he/she will be subject to appropriate disciplinary action.		reasonable opportunity to provide an explanation and/or evidence of any mitigating or aggravating circumstances that prevented the appearance. Upon receiving the explanation and/or evidence, Management must consider the explanation and shall provide the employee with a written explanation as to their findings. If an employee’s explanation for failure to appear for a collection is not accepted, he/she may be subject to appropriate disciplinary action. Once the written findings are delivered, and if warranted by the findings, Management, at its discretion, will work with the employee to reschedule the employee for another test to be conducted within a reasonable amount of time. Failure to appear for this rescheduled collection will be considered failure to cooperate with the drug testing procedures and subject to discipline or another rescheduling at the discretion of management.
20.	Sec. 1L	L. If an employee is requested to remove any unnecessary outer garments and/or personal belongings, these will be secured in accordance with HHS guidelines.	Sec. 1S	S. If an employee is requested to remove any unnecessary outer garments and/or personal belongings, these will be secured in accordance with HHS guidelines.
21.	N/A	No equivalent language	Sec. 1L	L. When an employee receives a positive test result for, Marijuana, Cocaine, Amphetamines or Phencyclidine, the Agency will be required to perform a second test on a new portion of the same specimen. When an employee receives a positive test result for Opiates, the Agency will ask the employee to provide a valid prescription; failing to provide one, the employee will be required to perform a second test on a new portion of the same specimen. Any retest must be conducted at a laboratory under HHS guidelines. The employee will be placed on Administrative leave without loss of pay or charge to leave to take any retest. A second positive test result may be subject to the employee to counseling under the Employee Assistance Program (EAP).
22.	Sec. 1M	M. If an employee is unable to provide at least forty-five (45) milliliters of urine after arrival at the collection site, the employee will be given a reasonable period of time, determined by the collector, to provide a specimen. To facilitate producing a specimen, the employee may be given a reasonable amount of fluids. As a general rule,	Sec. 1T	T. If an employee is unable to provide at least thirty (30) milliliters of urine after arrival at the collection site, the employee will be given a reasonable period of time, determined by the collector, to provide a specimen. To facilitate producing a specimen, the employee may be given a reasonable amount of fluids. As a general rule, the employee will be allowed four (4) hours or until the end of the shift, whichever is later.

		the employee will be allowed four (4) hours or until the end of the shift, whichever is later.		
23.	Sec. 1N	N. If an employee fails to produce an adequate urine specimen because of a legitimate medical problem, as determined by the MRO, no disciplinary action shall be taken against the employee.	Sec. 1U	U. If an employee fails to produce an adequate urine specimen because of a legitimate medical problem, as determined by the MRO, no disciplinary action shall be taken against the employee.
24.	Sec. 1O	O. If the MRO determines there is no legitimate medical problem for an employee's failure to produce an adequate specimen, appropriate disciplinary action may be initiated against the employee.	N/A	No equivalent language
25.	Sec. 1P	P. Employees who receive a positive test result may be subject to disciplinary action. The nature of the disciplinary action will be determined on a case by case basis. Any employee subject to any disciplinary or adverse action will be afforded the rights outlined in the discipline Article # of this Agreement. Any disciplinary action will be taken in accordance with applicable law, rule or regulation.	Sec. 1BB	BB. Employees who receive a positive test result may be subject to disciplinary action. The nature of the disciplinary action will be determined on a case by case basis. Any employee subject to any disciplinary or adverse action will be afforded the rights outlined in the discipline Article # of this Agreement. Any disciplinary action will be taken in accordance with applicable law, rule or regulation.
26.	N/A	No equivalent language	Sec. 1V	V. The laboratory shall send test results to the Agency's MRO within an average of five (5) working days after receipt by the laboratory. Normally, test results from the contract laboratory will be received via computer located in the MRO's office. In the event of a computer outage, reports shall be sent from the contract laboratory via Federal Express or Express Mail.
27.	N/A	No equivalent language	Sec. 1W	W. The MRO will notify the employee of a positive test result via certified mail.
28.	N/A	No equivalent language	Sec. 1X	X. Employees shall be granted absence without loss of pay or charge to leave to participate in counseling, including travel time during the assessment/referral phase of rehabilitation.
29.	N/A	No equivalent language	Sec. 1Y	Y. Each employee tested will be allowed to review each entry on the chain of custody form. Chain of custody standardized forms

				will be properly executed by the collection site personnel upon receipt of the specimen to ensure custody is maintained at all times.
30.	N/A	No equivalent language	Sec. 1Z	Z. The employee will be given adequate time after rehabilitation to reintegrate into the workplace.
31.	N/A	No equivalent language	Sec. 1AA	AA. Management will post, in a conspicuous area, the name and contact information of the Medical Review Officer used by the National Weather Service.
32.	Sec. 2	<p>SECTION 2. Reasonable Suspicion Testing</p> <p>A. Upon request Management will provide, the employee being tested, with its rationale for requiring reasonable suspicion drug testing.</p> <p>B. An employee subject to reasonable suspicion testing will be considered on duty from the time of notification until the test is complete. An employee directed to report for a drug test on a day he or she is not scheduled to work, or directed to return for purposes of a drug test, will be considered on duty time and eligible for Overtime pay consistent with applicable law and regulation.</p> <p>C. The notice to test based on reasonable suspicion will be presented in writing to include the basis for the decision to test.</p>	Sec. 2	<p>SECTION 2. Reasonable Suspicion Testing</p> <p>A. All documentation used by Management to support a test based on reasonable suspicion will be provided to the employee.</p> <p>B. An employee subject to reasonable suspicion testing will be considered on duty from the time of notification until the test is complete. An employee directed to report for a drug test on a day he or she is not scheduled to work, or directed to return for purposes of a drug test, will be considered on duty time and eligible for Overtime pay consistent with applicable law and regulation.</p> <p>C. The notice to test based on reasonable suspicion will be presented in writing to include the complete basis for the decision to test.</p>
33.	Sec. 3	<p>SECTION 3. POST-ACCIDENT DRUG TESTING</p> <p>Employees who are involved in on-the-job accidents or who engage in unsafe on-duty, job-related activities that pose a danger to themselves or others or to the overall operation of the NWS will be subject to testing based on the circumstances of the accident or unsafe act, testing may be initiated when the accident or unsafe practice results in:</p> <p>A. A death or personal injury requiring immediate hospitalization, or</p> <p>B. Damage to government or private property in excess of \$7,500.</p>	Sec. 3	<p>SECTION 3. Post-Accident Drug Testing</p> <p>Employees who are involved in on-the-job accidents or who engage in unsafe on-duty, job-related activities that pose a danger to themselves or others or to the overall operation of the NWS will be subject to testing based on the circumstances of the accident or unsafe act, testing may be initiated when the accident or unsafe practice results in:</p> <p>A. A death or personal injury requiring immediate hospitalization, or</p> <p>B. Damage to government or private property in excess of \$7,500.</p>
34.	Sec. 4	SECTION 4. Drug Testing Program Monitoring	Sec. 4	SECTION 4. Drug Testing Program Monitoring

		<p>A. Upon receipt of and determination by Management that NWSEO has made a lawful Article 6 Section 2 information request, the Agency will provide the Union, within thirty (30) days of the request, a written list of current NWS Testing Designated Positions TDPs.</p> <p>B. Upon receipt of and determination by Management that NWSEO has made a lawful Article 6 Section 2 information request, the Agency will semi-annually provide the Union with an updated written list of all drug testing facilities utilized by NWS.</p>		<p>In order for the Union to carry out its representational duties of ensuring compliance with the provisions of this Agreement and communicating with affected employees, the Agency will provide NWSEO with the following information semi-annually:</p> <p>A. A written list of NWS Testing Designated Positions (TDPs).</p> <p>B. A written list of all HHS laboratories engaged in approved drug testing laboratories. The list will include the laboratory name, address, telephone number and names of contact person for each laboratory.</p> <p>In addition, an annual written report of the number of unit employees tested, and the types of tests, number of positive and negative test results and the number of false positives will be provided to NWSEO. Any information protected by the Privacy Act will be redacted.</p>
35.	Sec. 5	<p><u>SECTION 5. Drug Testing and EAP</u></p> <p>A. EAP-related records and information concerning participants shall be kept in a confidential manner in accordance with Federal law and regulations. These records and information shall not be given to any Management official except as in accordance with Federal Law and Regulations without the written consent of the employee.</p> <p>B. Management shall not impede and shall encourage employees to avail themselves of counseling, referral, and treatment services on a confidential basis through the Employee Assistance Program (EAP). The granting of leave, including leave without pay, shall not be unreasonably denied if such counseling, referral, and/or treatment services are documented. The Parties encourage employees whose performance and/or conduct may be adversely affected by alcoholism or other forms of drug abuse to seek assistance through the EAP.</p>	Sec. 5	<p><u>SECTION 5. Drug Testing and EAP</u></p> <p>A. EAP-related records and information concerning participants shall be kept in a confidential manner in accordance with Federal law and regulations. These records and information shall not be given to any Management official without the written consent of the employee.</p> <p>B. The Medical Review Officer is responsible for determining when an employee may be medically cleared to return to critical safety/security duties.</p> <p>C. Management shall not impede and shall encourage employees to avail themselves of counseling, referral, and treatment services on a confidential basis through the Employee Assistance Program (EAP). The granting of leave, including leave without pay, shall not be unreasonably denied if such counseling, referral, and/or treatment services are documented. The Parties encourage employees whose performance and/or conduct may be adversely affected by alcoholism or other forms of drug abuse to seek assistance through the EAP.</p>
36.	Sec. 6	<p><u>SECTION 6.</u></p> <p>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.</p>	N/A	No equivalent language

ARTICLE 38
DUES WITHHOLDING

#	Agency Proposed Language		Union Proposed Language	
1.	TITLE	DUES WITHHOLDING	TITLE	DUES ALLOTMENTS
2.	Sec. 1	<p><u>SECTION 1.</u> 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:</p> <ul style="list-style-type: none"> 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. 	Sec. 1	<p><u>SECTION 1.</u> 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:</p> <ul style="list-style-type: none"> 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.
3.	Sec. 2	<p><u>SECTION 2.</u> The NWSEO is responsible for:</p> <ul style="list-style-type: none"> A. Purchasing and distributing SF 1187s; B. Notifying the responsible Agency person/office identified in Section 3G below in writing of: <ul style="list-style-type: none"> 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 	Sec. 2	<p><u>SECTION 2.</u> The NWSEO is responsible for:</p> <ul style="list-style-type: none"> A. Purchasing and distributing SF 1187s; B. Notifying the responsible Agency person/office identified in Section 3G below in writing of: <ul style="list-style-type: none"> 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.

		<p>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.</p> <p>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:</p> <p>National Weather Service Employees Organization 601 Pennsylvania Avenue, N.W. Suite 900, South Building Washington, D.C. 20004</p>		<p>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:</p> <p>National Weather Service Employees Organization 601 Pennsylvania Avenue, N.W. Suite 900, South Building Washington, D.C. 20004</p>
<p>4.</p>	<p>Sec. 3</p>	<p><u>SECTION 3.</u> The office/person identified in Section 3G below is responsible for:</p> <p>A. Permitting and processing voluntary allotment of dues in accordance with this Article;</p> <p>B. Withholding dues on a bi-weekly basis;</p> <p>C. Notifying the NWSEO when an employee is not eligible for an allotment;</p> <p>D. Withholding new amounts of dues upon certification from the authorized NWSEO official;</p> <p>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:</p> <ol style="list-style-type: none"> 1. the amount withheld, the dues withholding code; 2. the reason for no deduction, such as, wages inadequate, organization cancellation, employee separated, temporary promotion, canceled due to promotion, or removed from dues withholding for any reason. 	<p>Sec. 3</p>	<p><u>SECTION 3.</u> The NWS is responsible for ensuring the following:</p> <p>A. Permitting and processing voluntary allotment of dues in accordance with this Article;</p> <p>B. Withholding dues on a bi-weekly basis;</p> <p>C. Notifying the NWSEO when an employee is not eligible for an allotment;</p> <p>D. Withholding new amounts of dues upon certification from the authorized NWSEO official;</p> <p>E. Transmitting remittance checks each pay period to the allottee designated by the Union including an electronic (ASCII or Excel) remittance listing of employees for whom deductions were made. Each remittance listing shall include the name of each employee for whom a deduction has been authorized during the current pay period. 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:</p> <ol style="list-style-type: none"> 1. the amount withheld, the dues withholding code; 2. the reason for no deduction, such as, wages inadequate, organization cancellation, employee separated, temporary promotion, canceled due to promotion, or removed from dues withholding for any reason. <p>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.</p>

		<p>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.</p> <p>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) 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.</p>		<p>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) 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.</p>
5.	Sec. 4	<p>SECTION 4. Joint Stipulations</p> <p>A. The amount of the dues to be deducted as allotments from compensation will normally not be changed more frequently than once each twelve (12) months.</p> <p>B. 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.</p>	Sec. 4	<p>SECTION 4. Joint Stipulations</p> <p>A. The amount of the dues to be deducted as allotments from compensation will normally not be changed more frequently than once each twelve (12) months.</p> <p>B. 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.</p>
6.	Sec. 5	<p>SECTION 5. The office/person identified in Section 3G will be responsible for coordinating the actions described under</p>	Sec. 5	<p>SECTION 5. The NWS is responsible for ensuring that the actions described under this Article prior to payroll processing. The effective dates for actions under this Agreement are as follows:</p>

		<p>this Article prior to payroll processing. The effective dates for actions under this Agreement are as follows:</p> <p>A. <u>Starting dues withholding:</u> 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.</p> <p>B. <u>Changes in amounts of dues:</u> First pay period after receipt of certification in the office/person identified in Section 3G.</p> <p>C. <u>Revocation by employee:</u> First pay period after receipt of a properly executed and countersigned by the NWSEO President SF 1188 or “Request for Revocation Memorandum” from the employee.</p> <p>D. <u>Termination due to loss of membership in good standing:</u> First pay period after receipt of notification in the office/person identified in Section 3G.</p> <p>E. <u>Termination due to loss of exclusive recognition on which allotment was based:</u> First pay period after the date of receipt of notification in the office/person identified in Section 3G.</p> <p>F. <u>Termination due to separation or movement to an area not covered by this Agreement:</u> First pay period after date of receipt of notification in the office/person identified in Section 3G.</p>		<p>A. <u>Starting dues withholding:</u> 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.</p> <p>B. <u>Changes in amounts of dues:</u> First pay period after receipt of certification in the office/person identified in Section 3G.</p> <p>C. <u>Revocation by employee:</u> First pay period after receipt of a properly executed and countersigned by the NWSEO President SF 1188 or “Request for Revocation Memorandum” from the employee.</p> <p>D. <u>Termination due to loss of membership in good standing:</u> First pay period after receipt of notification in the office/person identified in Section 3G.</p> <p>E. <u>Termination due to loss of exclusive recognition on which allotment was based:</u> First pay period after the date of receipt of notification in the office/person identified in Section 3G.</p> <p>F. <u>Termination due to separation or movement to an area not covered by this Agreement:</u> First pay period after date of receipt of notification in the office/person identified in Section 3G.</p>
7.	Sec. 6	<p>SECTION 6. Employees may revoke their dues any time after the employee’s one year membership anniversary, but not earlier than the 14-day period immediately preceding that date. The Union is responsible for informing its members of the voluntary nature of the system for the allotment of employee organization dues and of the conditions under which the allotment may be revoked once a year. Timely and properly executed requests for revocation of dues shall be submitted to the Union, signed by the NWSEO President, and forwarded to the</p>	Sec. 6	<p>SECTION 6. Employees may revoke their dues once a year by close of business on the employee’s membership anniversary, but not earlier than the 14-day period immediately preceding that date. The Union is responsible for informing its members of the voluntary nature of the system for the allotment of employee organization dues and of the conditions under which the allotment may be revoked once a year. Timely and properly executed requests for revocation of dues shall be submitted to the Union, signed by the NWSEO President, and forwarded to the appropriate person/office identified in Section 3G for processing. An untimely request shall be returned to the employee.</p>

		<p>appropriate person/office identified in Section 3G for processing. An untimely request shall be returned to the employee.</p> <p>The Agency will abide by applicable law, U.S. Supreme Court precedent, rule, and regulation when processing employee dues withholdings.</p>		
8.	N/A	No equivalent language	Sec. 7	<p>SECTION 7. In the event the Agency erroneously removes an employee from the bargaining unit as a result of administrative error(s) for which the Agency is responsible, and thereby inappropriately terminates a proper dues allotment, or fails to begin dues withholding in a timely manner, the Agency will:</p> <p>A. Correct the error and begin or reinstate the dues allotment no later than the following pay period after becoming aware of the error; and</p> <p>B. Pay the full amount owed to the NWSEO and recoup the funds from the employee’s salary through a salary adjustment. These adjustments are subject to the employee’s right to seek waiver of overpayment in accordance with the Debt Collection Act of 1982 and applicable implementing regulations; and</p> <p>C. In the event the Agency fails to correct errors and begin or reinstate the dues allotment in accordance within the timeframe identified in Subsection A., the Agency will pay the full amount owed to the NWSEO and will consider waiving the employee’s overpayment under the Debt Collection Act of 1982 and applicable implementing regulations; and</p> <p>D. In the event the NWSEO notifies the Agency of the failure to begin dues withholding or an inappropriate termination of dues withholding within six (6) pay periods of receiving dues withholding data from the Agency, the Agency will consider waiving the employee’s overpayments.</p>
9.	Sec. 7	<p>SECTION 7. Any violations of this Article attributable to either NWS or NWSEO will be resolved utilizing the procedures outlined in the Grievance (Article 10) and Arbitration (Article 11) Articles of this CBA.</p>	Sec. 8	<p>SECTION 8. The Parties will utilize the procedures outlined in the Grievance (Article 10) and Arbitration (Article 11) Articles of this CBA to resolve any alleged violations of this Article.</p>
10.	Sec. 8	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.		
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**ARTICLE 39
 EMPLOYEE RELOCATION**

#	Agency Proposed Language		Union Proposed Language	
1.	TITLE	EMPLOYEE RELOCATION	TITLE	MOVING EXPENSES
2.	Sec. 1	<p>SECTION 1. PAYMENT FOR PERMANENT CHANGE IN DUTY STATION (PCS)</p> <p>To the extent that management has discretion in payments related to a Permanent Change of Station (PSC), the job opportunity announcement will indicate whether those discretionary PCS benefits are authorized. If discretionary benefits are not referenced specifically in the job announcement, they will not be paid. Management will only pay benefits to a selectee when doing so complies with the Federal Travel Regulation and Federal Law.</p> <p>Any employee accepting a PCS reimbursement will be required to sign a twelve (12) month service agreement.</p>	Sec 1.	<p>SECTION 1. Employees will be entitled to any relocation expense authorized by NOAA in “Relocation Entitlements for Transferees Relocating within the United states” dated October 17, 2017. This includes the Voucherless Home Sale Program utilizing third party relocation services.</p>
3.	Sec. 2	<p>SECTION 2. RELOCATION EXPENSES RELATED TO SALE AND/OR PURCHASE OF RESIDENCE</p> <p>The Weather Service may pay an allowance in connection with an employee selling a residence at an old duty station and purchasing a residence at a new duty station to the extent it is permissible under 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.</p>	Sec. 2	<p>SECTION 2. Employees transferring from one official station to another for permanent duty are authorized reimbursement of all expenses allowable under FTRs, including moving expenses and temporary quarters subsistence, only when the following conditions are met:</p> <p>A. The transfer is in the interest of the Government and is not primarily for the convenience or benefit of the employee or at the employee’s request; official stations are separated by at least fifty (50) miles; or</p> <p>B. The commuting distance between the old residence and the new official station is fifty (50) miles greater than the distance to the old official station; and the commuting distance from the new residence to the new official station is less than the commuting distance from the old residence to the new official station.</p>

				The official station is the building or facility to which the employee is permanently assigned.
4.	Sec. 3	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.	Sec 3.	<p>SECTION 3. Employees who do not meet the requirements in Section 2 above are authorized reimbursement of moving expenses for involuntary moves resulting from facility relocation, closure, co-location, consolidation, de-consolidation/de-combining of facilities or other facility realignments, or directed reassignment, when the following conditions are met:</p> <p>A. The one-way commuting pattern between the old and new official station is at least ten (10) miles or no more than forty-nine (49) miles; or</p> <p>B. There is an increase in the commuting time to the new official station; or</p> <p>C. A financial hardship is imposed due to increased commuting costs. Employees who are authorized for reimbursement under this Section are not eligible for reimbursement of house-hunting trips, temporary quarters, or storage of household goods.</p>

**UNION ARTICLE 40
 IMPACT BASED DECISION SUPPORT SERVICES (IDSS)**

#	Agency Proposed Language		Union Proposed Language	
1.	N/A	No equivalent language		<p>The Parties agree that the objective of a Weather-Ready Nation is to strive to understand and endeavor to meet the changing needs of key decision makers in emergency management, government, business, the first-responder community, as well as the citizenry at large, who have grown to trust and depend on the quality of local NWS forecasts and warnings. The Parties will work to ensure NWS actively leverages emerging scientific and technological advances; develops logical processes that empower decision making; excels at effectively communicating timely, accurate and relevant impactful weather, water, climate and other natural hazard information to the user in whatever unique format the customer requires. The Parties agree the vast variety of users of NWS products will mandate to the maximum extent practicable that the final decision on forecast content will reside at the point of delivery. Forecasters at the point of delivery know their partners’ operations tempo and needs best, and will remain empowered to assess evolving weather conditions and to effectively communicate the potential of impacts to them. IDSS will continue to evolve to be a primary conduit for communicating NWS products and services, utilizing state of the art communications and integrating social science ideas into weather forecasting and warnings. In this Article, the Parties pledge to work together to evolve the NWS into a Weather-Ready Nation.</p>
2.	N/A	No equivalent language	Sec. 1	<p>SECTION 1. Management will collaboratively work with the NWSEO to:</p> <ul style="list-style-type: none"> A. Define the roles and responsibilities of all entities within the Agency in performing and delivering IDSS to all partners, in accordance with Article 8, Section 2(A)(3). B. Develop an IDSS staffing and implementation plan that details partnerships, partner needs and the activities, products, services and technology required at every organizational level from field offices up to NWS Headquarters. C. Discuss current and future prescribed duties or functions of each work section...e.g., Hydrometeorological Technician (HMT), Hydrometeorological Analysis and Support Forecaster

				<p>(HAS), Hydrologist, Meteorologist, etc., and all bargaining unit employees engaged or associated with IDSS activities.</p> <p>Any issue in this Article not specifically covered by a provision in this Article, will be negotiated per Article 8 of this Agreement.</p>
3.	N/A	No equivalent language	Sec. 2	<p>SECTION 2. IDSS Training To the maximum extent practicable, effective training will be provided to all personnel participating in IDSS. A training plan and any future training plan which encompasses facets of IDSS will be developed under the oversight of the Training Review and Career Development Board and reported to the NLC prior to implementation in accordance with Article 8. Once implemented, this plan will be reviewed and modified as needed by the Training Review and Career Development Board annually.</p>
4.	N/A	No equivalent language	Sec. 3	<p>SECTION 3. Effective, state of the art communication tools and modern technology will be provided and maintained to allow personnel working in National Centers, Operations Centers, River Forecast Centers (RFCs), and field offices as well as those deployed with partners to efficiently collaborate forecast products. The Parties agree these communication tools and any future technology or communication tools, as well as the needs of National Centers, Operations Centers, RFCs, and field offices will be defined and their effectiveness evaluated annually by the NLC and modified and enhanced/upgraded as necessary.</p>
5.	N/A	No equivalent language	Sec. 4	<p>SECTION 4. Management will ensure that personnel participating in IDSS will be kept up-to-date regarding applicable interagency agreements. All interagency agreements will be sent to the NWSEO President.</p>
6.	N/A	No equivalent language	Sec. 5	<p>SECTION 5. When Management selects IDSS personnel, including Port Meteorological Officers (PMOs), Incident Meteorologists (IMETs), Environmental Decision Specialists (EDSs), Emergency Response Meteorologists (ERMs), Emergency Response Hydrologists (ERHs), as well as Co-Op program personnel and other support personnel to deploy. The Parties agree that it is important for NWS employees to be fully trained and equipped to deliver effective IDSS. NWS employees will be provided at agency</p>

				<p>expense, the appropriate personal protective equipment (PPE) and other necessary equipment needed for any remote deployment. This equipment will consist of, but not be limited to, communication devices, computers, specialized clothing (e.g., NOMEX, Agency-identifiable logos), tents and sleeping bags, etc.</p>
7.	N/A	No equivalent language	Sec. 6	<p>SECTION 6. Deployments</p> <ul style="list-style-type: none"> A. Personnel returning from deployments of seven (7) days or more (including travel) will have their schedules adjusted to ensure they have at least one (1) day off prior to returning to work. B. Personnel returning from deployments of fourteen (14) days or more (including travel) will have their schedules adjusted to ensure they have at least two (2) days off prior to returning to work. C. While deployed, personnel will work no more than sixteen (16) hours per day. D. All employees in a travel status will be allowed lodging and per diem as allowed by the FTRs, however any person who works more than twelve (12) hours on any given day will be authorized lodging and per diem regardless of travel status as allowed by law and regulation. E. Personnel may only work up to fourteen (14) consecutive days except with the employee’s concurrence and Management’s approval. F. Employees may not travel more than ten (10) hours to their home station when returning from a deployment. This time also includes time worked that day. G. If the employee’s travel time would exceed ten (10) hours, or the return travel would end after 10pm local time, they will be granted an additional day of travel and the appropriate per diem. H. The Agency will be responsible for all lodging and associated costs. I. Personnel serving a remote deployment will be granted the use of a rental car provided the requesting agency is not supplying one, and a local office vehicle is not provided.

**ARTICLE 42
 PAY**

#	Agency Proposed Language		Union Proposed Language	
1.	Paragraph 1	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, Human Resources Specialist.	Opening Paragraph	The Parties agree it is the responsibility of the Agency to ensure that the administration of pay for NWS employees complies with all Federal laws, rules and regulations and are in compliance with OPM’s policies and guidance. Moreover, it is the responsibility of the Agency to ensure that employees are properly compensated in a timely manner for hours in duty status.
2.	Paragraph 2	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.	Sec. 1	SECTION 1. Pay Training The Agency shall ensure that all new bargaining unit employees, within six (6) months of their hire date, receive training regarding common pay administration issues that arise within the NWS bargaining unit. Examples of topics appropriate for such training include the rules governing payment of holiday pay, night differential, Sunday differential, compensatory time and overtime.
3.	Paragraph 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.	Sec. 2	SECTION 2. Bargaining unit employees will receive all premium pay and differentials allowed by law and regulations, including but not limited to those associated with holidays, night differential, Sundays, Cost of Living Allowance (COLA), post differentials, standby pay and any other premiums/differentials in accordance with applicable laws, regulations, and this Agreement. A. Night Work: Work performed by a shift worker or other employee between 6PM and 6AM local time which entitles him/her to night pay differential Night Pay under Title 5 CFR Part 550. Night pay differential is authorized for scheduled overtime. B. Overtime Pay: Overtime pay provided under Title 5 USC, is pay for hours of work officially ordered or approved in excess of eight (8) hours in a day or forty (40) hours in an administrative workweek. For overtime pay purposes, the <i>rate of basic pay</i> means the rate of pay fixed by law or administrative action for the position held by an employee,

				<p>including any applicable locality payment or special rate supplement (see 5 CFR 550.103).</p> <p>Scheduled Overtime is 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.</p> <p>Unscheduled (or irregular) Overtime is authorized work, in addition to the basic workweek, which is scheduled after the start of the administrative workweek.</p> <p>C. Compensatory Time Off: Compensatory time off is time off with pay in lieu of overtime pay for irregular or occasional overtime work, or when permitted under Agency flexible work schedule programs, time off with pay in lieu of overtime pay for regularly scheduled or irregular or occasional overtime work. When compensatory time is approved, it is the employee's choice as to whether to take compensatory time or overtime pay for any work in excess of eight (8) hours a day or forty (40) hours a week (except hours above eighty (80) hours in a pay period for employees on a compressed work schedule) unless prohibited by law.</p> <ol style="list-style-type: none"> 1. Compensatory time off may be approved in lieu of overtime pay for irregular or occasional overtime work for both Fair Labor Standards Act (FLSA) exempt and non-exempt employees who are covered by the definition of "employee" at 5 USC 5541(2). 2. Compensatory time off can also be approved for a "prevailing rate employee", as defined at 5 USC 5342(2), but there is no authority to <i>require</i> that any prevailing rate (wage) employee be compensated for irregular or occasional overtime work by granting compensatory time off. 3. Compensatory time off may be approved (not required) in lieu of regularly scheduled overtime work only for employees, including wage employees, who are ordered to work overtime hours under flexible work schedules (see 5 USC 6123(a)(1)). <p>An FLSA non-exempt employee must use accrued compensatory time off by the end of the twenty-sixth (26th)</p>
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				<p>pay period after the pay period during which it was earned. If accrued compensatory time off is not used by an FLSA non-exempt employee within twenty-six (26) pay periods, or if the FLSA non-exempt employee transfers to another Agency or separates from Federal service before the expiration of the twenty-six (26) pay period time limit, the employee must be paid for the earned compensatory time off at the overtime rate in effect when earned.</p> <p>D. Standby Pay: Standby duty is defined as regularly scheduled duty that confines an employee to a designated duty station for longer than ordinary periods of time, with a substantial portion of the employee’s time being spent not in work but in readiness to perform work.</p> <p>An employee is in a standby status when he or she is free to eat, sleep, read, listen to the radio, or engage in other similar activities. When an employee is called to work from standby status, he/she ceases to be in standby status and are entitled to regular pay and any appropriate premium pay. When such work is completed during a scheduled standby period, the employee returns to standby status.</p>
4.	N/A	No equivalent language	Sec. 3	<p>SECTION 3. Pay Cap</p> <p>A. Annual Pay Cap A General Schedule GS employee may not receive any portion of any allowance, differential, bonus, award, or other similar payment in any calendar year, which when combined with the employee’s basic pay would cause the employee’s aggregate compensation (including premium pay) to exceed the rate for level I of the Executive Schedule at the end of the calendar year (see 5 CFR 530.202 for definitions of “basic pay” and “aggregate compensation”).</p> <p>B. Biweekly Pay Cap Under 5 USC 5547(a), 5 CFR 550.105, employees may receive certain types of premium pay for a biweekly pay period only to the extent that the sum of basic pay and premium pay for the pay period does not exceed the greater of the biweekly rate payable for:</p>

				<p>1. GS-15, step 10 (including any applicable locality payment or special rate supplement); or</p> <p>2. The rate payable for level V of the Executive Schedule.</p> <p>The biweekly rate is computed by: (a) dividing the applicable annual rate by two thousand and eighty-seven (2,087) hours; (b) rounding the resulting hourly rate to the nearest cent; and (c) multiplying the hourly rate by eighty (80) hours.</p> <p>C. Biweekly Pay Cap Waiver Under 5 USC 5547(b), 5 CFR 550.106 and 5 CFR 550.107, the Agency head may waive the biweekly pay cap for: (1) employees performing work in connection with an emergency, including work performed in the aftermath of such an emergency, or (2) employees performing work critical to the mission of the Agency.</p> <p>The Parties agree on the importance of meeting Agency mission requirements. To that end, to the maximum extent practicable, Management shall approve all lawful waivers for exceeding the biweekly pay cap and do so in a timely manner. Employees will receive written justification for any waiver that is denied and be given an opportunity to amend the request.</p> <p>D. Absent an overriding exigency, an employee will not be required to work any hours which causes he/she to reach his/her pay cap unless the employee is compensated for those hours.</p>
5.	N/A	No equivalent language	Sec. 4	<p>SECTION 4. Timekeeping Reporting on Electronic Reporting Software (WebTA) Management shall ensure that any time and attendance (TA) submission and tracking system utilized by NWS (e.g. WebTA) include a gross biweekly and annual salary estimator, based on an employee's grade, step and hours worked, that employees can use to compare to their earnings and leave statement. All other changes to WebTA, or any other TA system accepted by NWS, shall be negotiated to the maximum extent according to Article 8 of this Agreement prior to implementation.</p>
6.	N/A	No equivalent language	Sec. 5	<p>SECTION 5. Pay Discrepancies</p>

				<p>If the Personnel Payroll System or Official Leave and Earnings Statement show that a bargaining unit employee was not paid correctly due to the Agency's administrative error, or an error with the Agency's time reporting software, the Agency will have seven (7) days to correct the pay incongruity after they know, or should have known, of it. If the discrepancy is reported by the employee, the Agency will have forty-eight (48) hours to investigate the claim and determine its validity.</p> <p>For any valid claim of a pay discrepancy, the Agency will notify the employee and the NWSEO President within twenty-four (24) hours of the determination. The employee and/or the NWSEO will have thirty (30) days from the date of this notification to file a grievance in the matter.</p>
7.	N/A	No equivalent language	Sec. 6	<p>SECTION 6. The NWS will do a monthly audit of the pay system with no fewer than ten percent (10%) of the employees audited to ensure employees are paid correctly.</p> <p>If an employee suspects that their pay is in error, they may request an audit. Upon request the agency will conduct an audit to check for inaccuracies. Any underpayment of salary will be paid within 30 days.</p>
8.	N/A	No equivalent language	Sec. 7	<p>SECTION 7. If a correction is made pursuant to this Article, all affected employees will be re-paid any due back pay, including interest computed at the rate or rates in effect under Section 6621(a)(1) of the Internal Revenue Code of 1986, for the period of repayment and any adjustments to the employee's retirement accounts will be made to make them whole. Employees and the NWSEO will be provided written proof of all back payments and adjustments.</p>
9.	N/A	No equivalent language	Sec. 8	<p>SECTION 8. The Agency will notify the NWSEO and employees annually (more often as requested) of the process for investigating pay claims, making repayments and contact information for the specialist(s) handling these claims.</p>
10.	N/A	No equivalent language	Sec. 9	<p>SECTION 9. A matter pertaining to this Article which is not specifically covered by this Agreement and which is subject to bargaining will be bargained in accordance with the mid-term bargaining article of this Agreement.</p>

ARTICLE 44
CHANGES AND AMENDMENTS TO THE AGREEMENT

#	Agency Proposed Language		Union Proposed Language	
1.	Paragraph 1	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.	Paragraph 1	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 Article 8, provided that both parties mutually consent to reopen the Agreement. No changes to the Agreement other than the issues raised by the proposals shall be considered. Agreement shall be evidenced by written amendment executed by both parties. This will be the only mechanism for effecting changes to this Agreement.
2.	Paragraph 2	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.		

**AGENCY ARTICLE 9
 MID-TERM BARGAINING**

#	Agency Proposed Language		Union Proposed Language	
1.	Title	Article 9 Mid-Term Bargaining	Title	
2.	Sec. 1	<p>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.</p> <p>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.</p>	Sec. 1	
3.	Sec. 2	<p>SECTION 2. When Management proposes a change which materially affects is more than de minimis conditions of employment, they will provide adequate notice of the changes and an opportunity to bargain. Similarly, when the Union initiates a midterm bargaining request over a matter that requires bargaining under the Statute, the Agency will negotiate with the Union to the extent required by law.</p>		
4.	Sec. 2A1	<p>A. Notice of Changes</p> <p>1. When the proposed changes affect employees within a single local, regional, or national office, such notice will be served on the appropriate</p>		

		designated representative for that level. Notices served other than upon the designated representative shall not be considered as having given notice.		
5.	Sec. 2A2	2. 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.		
6.	Sec. 2A3	3. When the proposed changes affecting the NWS as a whole, notice will be served on the National President or designee.		
7.	Sec. 2A4	4. When proposed changes are of a similar nature affecting more than one region, notice will be served on the National 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.		
8.	Sec. 2A5	5. Notices concerning a change shall be provided as far in advance as practicable of the proposed implementation date.		No equivalent language
9.	Sec. 2A6	6. 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.		No equivalent language
10.	Sec. 2A7	7. Notice will be in writing using an e-mail address, provided by the NWSEO representative, or by receipted personal delivery.		No equivalent language
11.	Sec. 2B	B. Response to Notice and Submission of Proposals		No equivalent language
12.	Sec. 2B1	1. The Union must respond to notices within a reasonable time based on the nature of the		

		<p>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</p>		
13.	Sec. 2B2	<p>2. If the proposed change in working conditions is only subject to bargaining over procedures and appropriate arrangements the Union will submit proposals which mitigate the adverse effects on bargaining unit employees affected by the change and procedures for the implementation of the change.</p>		
14.	Sec. 2C	<p>C. 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.</p>		No equivalent language
15.	Sec. 2D	<p>D. Time Frames</p>		No equivalent language

		Any time frames within this Article can be extended by mutual agreement.		
16.	Sec. 2E1	<p>E. 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.</p> <p>1. Team Members</p> <ul style="list-style-type: none"> a. Each party is entitled to have up to four (4) team members for national bargaining. b. At the regional level each party is entitled to have up to three (3) team members. c. 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. 		No equivalent language
17.	Sec. 2E2	<p>2. 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.</p>		No equivalent language
18.	Sec. 2E3	<p>3. Chief Negotiators Each party will name a Chief Negotiator to represent it at negotiations.</p>		No equivalent language
19.	Sec. 2E4	<p>4. Duties of Chief Negotiators</p> <ul style="list-style-type: none"> a. The Chief Negotiators for each party will be the chief spokesperson for their respective teams. b. Only the Chief Negotiator will have authority to make binding commitments for his/her party regarding accepted proposals, subject to agency head review. 		No equivalent language

		c. Dates and times for negotiations will be determined by mutual agreement of the Chief Negotiators.		
20.	Sec. 2E5	5. Location of Negotiations a. All negotiations will be conducted at DOC/NOAA facilities. b. The Parties may use alternatives to face-to-face negotiations.		No equivalent language
21.	Sec. 2E6	6. Preparation for Negotiations Official time shall be in accordance with Article 7 (Union Representation) of this Agreement.		No equivalent language
22.	Sec. 2E7	7. Exchange of Proposals, including Counter Proposals, will be exchanged in accordance with Article 9 Section 2.		No equivalent language
23.	Sec. 2E8	8. 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.		No equivalent language
24.	Sec. 2E9	9. 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.		No equivalent language
25.	Sec. 2E10	10. 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).		
26.	Sec. 2E11	11. Caucuses Each party will make every effort to restrict the number and length of caucuses.		
27.	Sec. 2E12	12. Memorandum of Understanding (MOU) a. The Union and Management will incorporate		

		<p>any agreement into a Memorandum of Understanding (MOU), and each party will sign the MOU.</p> <p>b. Each MOU will contain a provision indicating an effective date and an expiration date.</p>		
28.	Sec. 2E13	13. At all stages of the process, the Parties will communicate and bargain in a good faith effort to reach agreement in an expeditious manner.		
29.	Sec. 2E14	14. 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.		
30.	Sec. 3	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.		
	Sec. 4	SECTION 4. It is agreed that when, during the negotiation process either party declares an impasse, and neither party has requested the services of the Federal Service Impasses Panel (FSIP) within seven (7) working days, Management may implement the proposed changes in accordance with the last proposal made by Management and appropriate notice is given to the Union as to when the changes are intended to be put into effect. 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 appropriate notice and the Union fails to timely invoke the services of the FSIP, the Agency may lawfully implement its last best offer.		
31.	N/A	No equivalent language		

32.	Sec. 5	<p>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.</p>		
33.	Sec. 6	<p>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, then consistent with the practice as set forth in Article 4 Section 4, the position of management will prevail pending resolution of the dispute by means of the negotiated grievance procedure or other appropriate means the parties will adhere to the status quo pending the resolution of the dispute.</p>		

AGENCY ARTICLE 29
DURATION AND TERMS OF AGREEMENT

#	Agency Proposed Language		Union Proposed Language	
1.	Article #	Article 29	Article #	Article 45
2.	Sec. 1	<p><u>SECTION 1.</u> 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 60th day and the 105th day prior to the expiration date.</p>	Sec. 1	<p><u>SECTION 1.</u> A. 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 60th day and the 105th day prior to the expiration date. B. This Agreement will remain in effect for ninety (90) calendar days from the start of formal renegotiation, or amendment of said Agreement, exclusive of any time necessary for FMCS or FSIP proceedings. If at the end of the ninety (90) calendar day period an agreement has not been reached and the services of neither FMCS nor FSIP have been invoked, either party may, upon written notification to the other, terminate any or all sections of the Agreement.</p>
3.	Sec. 2	<p><u>SECTION 2.</u> 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.</p>	Sec. 2	<p><u>SECTION 2.</u> 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.</p>
4.	Sec. 3	<p><u>SECTION 3.</u> 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.</p>	Sec. 3	<p><u>SECTION 3.</u> 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 the mid-term bargaining</p>

		<p>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.</p>		<p>Article 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.</p>
5.	N/A	No equivalent language	Sec. 4	<p>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 60th day and the 90th 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 be conducted in accordance with the mid-term bargaining article of this Agreement.</p>
6.	Sec. 4	<p>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 60th day and the 90th 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.</p>	Sec. 5	<p>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.</p>
7.	Sec. 5	<p>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</p>	Sec. 6	<p>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 the mid-term bargaining article of this Agreement.</p>

		Understandings (MOUs) which are in conflict with this Agreement, are terminated and no longer in effect.		
8.	Sec. 6	<u>SECTION 6.</u> 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.		

UNION ARTICLE 9
QUALITY OF WORKLIFE & FAMILY FRIENDLY POLICIES

#	Agency Proposed Language		Union Proposed Language	
1.	N/A	No equivalent article	Title	QUALITY OF WORKLIFE AND FAMILY FRIENDLY POLICIES
2.	N/A	No equivalent language	Sec. 1	SECTION 1. Dedicated employees with high morale are indispensable to the effective conduct of the Agency’s mission. Therefore, the parties agree to negotiate work processes to maintain a safe, healthy, environmentally friendly and productive workplace, and to help create an atmosphere where employees are treated fairly and equitably, respect one another, and promote teamwork.
3.	N/A	No equivalent language	Sec. 2	SECTION 2. Quality of worklife and family friendly provisions in this contract are not to be interpreted as all inclusive. Other family friendly agreements signed prior to this agreement and past practices will be retained and maintained as appropriate.
4.	N/A	No equivalent language	Sec. 3	SECTION 3. In accordance with 5 CFR part 630, for the purposes of Sick Leave, Funeral Leave, Voluntary Leave Transfer, Voluntary Leave Bank, and Emergency Leave Transfer, the definitions of “domestic partner” and “any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship” shall be broadly construed and not limited solely to those relationships which have been granted legal recognition by a State, Territory or by the District of Columbia as a marriage or analogous relationship. These definitions shall apply to the term “family member” as used throughout this Agreement.
5.	N/A	No equivalent language	Sec. 4	SECTION 4. 5 USC 7102 allows employees the right to form, join, or assist a labor organization. There shall be no restrictions on employees discussing any lawful subjects during duty hours or while on breaks during duty hours.
6.	N/A	No equivalent language	Sec. 5	SECTION 5. At offices/units that have a vacancy rate over 10% for more than three (3) months of the year, employees who request to use annual leave that is in excess of their maximum leave ceiling will not be subjected to forfeiting that leave. As per OPM regulations, any annual leave that is in excess of maximum leave ceilings that is forfeited in order to carry out the Agency’s mission during that time of excessive vacancy rates will be considered an exigency of the Agency and will be restored.
7.	N/A	No equivalent language	Sec. 6	SECTION 6. During emergency situations where either the NWS, NOAA, or DOC or any local, regional, state, or national official

				<p>orders the mandatory evacuation of the employees' residential dwelling, or for other reasons that create imminent danger to the lives of employees, their immediate family or their dependents, Management will provide evacuation payments and advance pay to the maximum extent allowed by 5 CFR Part 550, Subpart D to impacted employees and/or their dependents, to include all those persons considered family members as defined in Section 3 of this Article.</p> <p>The Agency will grant administrative leave as necessary to provide affected employees sufficient time to make required preparations for evacuation and/or to secure their residence/property in advance of, or during, a major event.</p>
8.	N/A	No equivalent language	Sec. 7	<p>SECTION 7. In accordance with 5 CFR Part 792, Subpart B, the Parties agree that the Agency shall establish a child care subsidy program. Specifically, the Agency will allow employees, to the maximum extent practicable, to participate in a Congressionally-authorized childcare subsidy program such as those available to agencies participating in the Federal Employee Education & Assistance (FEEA) Fund.</p>
9.	N/A	No equivalent language	Sec. 8	<p>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 the mid-term bargaining article of this Agreement.</p>
10.	N/A	No equivalent language	Sec. 9	<p>SECTION 9. The LOT, RLC, and the NLC will meet semi-annually to develop action plans for improving quality of worklife and implementing family friendly initiatives.</p>

**UNION ARTICLE 29
 RETIREMENT**

#	Agency Proposed Language		Union Proposed Language	
1.	N/A	No equivalent language	Title	Retirement
2.	N/A	No equivalent language	Sec. 1	<p>SECTION 1. The Agency recognizes its obligation to fully inform employees about all benefits for which they may be eligible and the costs and consequences of benefit plans or options, and to encourage them to avail themselves of such benefits, and to assist them in initiating claims. The Agency agrees to take affirmative action to fulfill this obligation through such means as presenting electronic briefings, supplying printed materials, other appropriate information and assisting employees in filing benefit claims. This information/assistance shall be made available on an annual basis to all bargaining unit employees.</p>
3.	N/A	No equivalent language	Sec. 2	<p>SECTION 2. The Agency shall provide a retirement training program to be made available annually to all bargaining unit employees. Participation in a retirement training program is voluntary. The program shall be taught by experts in Federal retirement programs in a classroom environment. Bargaining unit employees shall be permitted to participate in this training in duty status. All bargaining unit employees are entitled to attend at least five (5) training sessions in their career. The Agency shall be responsible for authorized expenses incurred for the training. Employees' spouses/partners may also attend these training sessions at no cost.</p>
4.	N/A	No equivalent language	Sec. 3	<p>SECTION 3. The Agency shall provide a retirement planning program for individuals participating in the Federal Employees Retirement System (FERS) or any equivalent successor retirement systems. New employees shall receive retirement training within one (1) year of being hired. The training shall be taught by retirement experts in a classroom environment. Employees who have not received this training shall have it made available to them within two (2) years of the signing of this Agreement. Employees participating in this training shall be in a duty status. This retirement training shall also include education on the Thrift Savings Plan (TSP) and Social Security benefits.</p>
5.	N/A	No equivalent language	Sec. 4	<p>SECTION 4. Bargaining unit employees may exercise the following additional retirement options, as appropriate:</p>

				<p>A. Disability Retirement B. Early Retirement C. Voluntary Retirement D. Deferred Retirement E. Phased Retirement</p>
6.	N/A	No equivalent language	Sec. 5	<p>SECTION 5. The Agency will maintain a phased retirement program in accordance with 5 U.S.C § 8412a, some of the highlights of a phased retirement program are described below:</p> <p>Employees in phased retirement status continue to work, but as a part-time employee, receiving half of their full-time annual salary, and approximately half of their annuity for the purpose of facilitating knowledge transfer (e.g., training, mentoring, advising, documenting, etc.) to ensure seamless continuity of Agency operations. To be eligible to elect phased retirement, an employee must have been working a full-time work schedule for the three (3) year period immediately before the effective date of a phased retirement election and must qualify for retirement under 5 USC §8336(a) or (b) for the Civil Service Retirement System (CSRS), or 5 USC §8412(a) or (b) for FERS. The age and service requirements for those retirement provisions are as follows:</p> <p>CSRS:</p> <ul style="list-style-type: none"> • Age fifty-five (55) with thirty (30) or more years of creditable service; or • Age sixty (60) with twenty (20) or more years of creditable service. <p>FERS:</p> <ul style="list-style-type: none"> • Minimum Retirement Age (MRA - between age fifty-five (55) and fifty-seven (57) depending on the date of birth) with thirty (30) or more years of creditable service, or • Age sixty (60) with twenty (20) or more years of creditable service. <p>Other phased Retirement criteria include:</p> <ul style="list-style-type: none"> • The maximum time period for phased retirement is two (2) years. • Phased retirees must spend a minimum of twenty (20) percent of their working hours conducting mentoring and/or other types of knowledge-transfer and

				<p>knowledge-management activities that include, but are not limited to: developing and providing training; documenting institutional knowledge; archiving; and sharing strategies and processes.</p> <ul style="list-style-type: none"> • Participants must work a fixed part-time schedule, not an intermittent work schedule. • A phased retiree’s position cannot be backfilled on a full-time basis, as the employee is still encumbering the position on a part-time basis. • The employee may be moved into a new position before entering into phased retirement so that the original full-time position can be backfilled.
7.	N/A	No equivalent language	Sec. 6	SECTION 6. An employee may withdraw a resignation or retirement application at any time prior to its effective date, provided the withdrawal is communicated to the Agency in writing.
8.	N/A	No equivalent language	Sec. 7	SECTION 7. The Parties recognize that final decisions concerning retirement applications and issuance of retirement checks are the responsibility of OPM. The Agency agrees to process and transmit all necessary paperwork in connection with retirement applications within ten (10) working days of receipt.
9.	N/A	No equivalent language	Sec. 8	SECTION 8. The Agency agrees to provide a statement setting forth an estimate of the employee’s monthly compensation upon retirement, types of retirement options available, and the procedures for continuing any health or life insurance policies. This information shall be updated at the employee’s request.
10.	N/A	No equivalent language	Sec. 9	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.