

AGREEMENT
Between
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
OFFICE OF MARINE AND AVIATION OPERATIONS
AIRCRAFT OPERATIONS CENTER

AND

NATIONAL WEATHER SERVICE EMPLOYEES ORGANIZATION
BRANCH 9-10

Effective Date January 16, 2008

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ARTICLE 1 - Parties and Purpose of Agreement

SECTION 1. This Agreement is made between the Aircraft Operations Center (AOC), NOAA Marine and Aviation Operations (NMAO), National Oceanic and Atmospheric Administration (NOAA), United States Department of Commerce (DOC) (hereinafter “Management”), and the National Weather Service Employees Organization (NWSEO) on behalf of the employees of the AOC (hereinafter “the Union”).

SECTION 2. The term “Department of Commerce (DOC)” as used in this agreement means the U.S. Department of Commerce or its successor department(s) or agency(ies). The term “NMAO-AOC” as used in this agreement means the NOAA Marine and Aviation Operation’s Aircraft Operations Center or a successor office. The term “agency” means the National Oceanic and Atmospheric Administration or a successor agency. The term “employee” refers to employees who are members of the bargaining unit.

SECTION 3. Whenever a provision of this Agreement requires notice to the Union or services of a document upon the Union, “Union” means the Branch Steward of the AOC or a designee. Whenever a provision of this Agreement requires notice to Management or service of a document upon Management, “Management” means the Director of AOC or a designee.

SECTION 4. This Agreement is a collective bargaining agreement entered into as a result of collective bargaining under Title 5, Chapter 71, United States Code.

SECTION 5. Management and Union will both make efforts to assure that employees are in compliance with this Agreement.

ARTICLE 2 - Recognition and Bargaining Unit Designation

SECTION 1. In accordance with exclusive recognition granted pursuant to Title 5, Chapter 71, United States Code (Certification of Representative issued by the Federal Labor Relations Authority dated May 29, 2002), Management hereby affirms the recognition of the Union as the exclusive representative of the employees in the bargaining unit as follows:

All professional and nonprofessional employees of the Aircraft Operations Center.

SECTION 2. Not included in the bargaining unit are the following:

All management officials, supervisors and employees described in 5 U.S.C. 7112(b)(1), (2), (3), (4), (6), and (7).

ARTICLE 3 - General Provisions

SECTION 1. In the administration of all matters covered by this agreement, the parties and employees are governed by the following:

A. Existing and future statutory laws:

B. Existing government-wide rules and regulations, and government-wide rules and regulations issued after the effective date of this Agreement;

C. Existing and future agency regulations to the extent they are consistent with, and do not conflict with, this Agreement.

SECTION 2. Should any provision of this Agreement be found unlawful, the remainder of the Agreement will continue in force. Upon occurrence of such an event, the parties shall confer as soon as practical to renegotiate the invalidated provision(s). Provisions originally negotiated, as part of a package, shall be renegotiated as a package, unless otherwise agreed by the parties.

SECTION 3. Except as provided in this Agreement, while this Agreement is in effect, the parties will not renegotiate any terms of this Agreement unless both parties agree to such renegotiation.

SECTION 4. If the final day of a time period specified in the Agreement falls on a Saturday, Sunday, Federal holiday, or other Federal non-workday, the time period is extended to the next regular workday.

ARTICLE 4 - Rights of Management.

SECTION 1. Pursuant to 5 U.S.C. 7106 (a), subject to Section 2, nothing in this Agreement shall affect the authority of any management official of AOC –

A. To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

B. In accordance with applicable laws –

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

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

(3) with respect to filling positions, to make selections for appointments from –

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

(b) any other appropriate source; and

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

SECTION 2. Pursuant to 5 U.S.C. 7106 (b), nothing in this agreement shall preclude AOC and the Union from negotiating –

A. at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

B. procedures which management officials of the agency will observe in exercising any authority under this Article; or

C. appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

SECTION 3. The above mentioned Management rights are not to be interpreted as being all-inclusive, but merely indicate the type of rights which belong to and are inherent to Management. It is understood that any rights Management had prior to the signing of this agreement are retained by Management and will be exercised in accordance with this Agreement, where appropriate.

ARTICLE 5 - Rights of Employees

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

A. To act for the Union in the capacity of a representative, and in that capacity to present the views of the Union to elected or appointed officials of Federal, state, and local governments, the Congress, or other appropriate authorities; and,

B. To engage in collective bargaining with respect to conditions of employment as authorized by the NWSEO National President, this Agreement, and applicable laws.

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

SECTION 3. Nothing in this Agreement shall require an employee to become or remain a member of the Union, or to pay money to the Union, except pursuant to a voluntary, written authorization by the employee for payment of dues through payroll deductions pursuant to 5 U.S.C. 7115.

SECTION 4. Employees have the right, either individually or collectively, to petition Congress, or any member thereof. All employees shall be provided the full protection extended to them by law, regulation, and this Agreement. These rights will not be interfered with or denied.

SECTION 5. Management may question bargaining unit employees to ascertain necessary facts in preparation for third party proceedings under 5 U.S.C. 71, including unfair labor practices and grievances. The management representative shall tell the employee(s):

A. The purpose of the questioning;

B. That no reprisal will take place;

C. That participation is voluntary;

D. That the questioning will not exceed the legitimate purpose of the inquiry; and,

E. That he/she may have a NWSEO representative present during the inquiry, upon request.

ARTICLE 6 - Rights of the Union

SECTION 1. Pursuant to 5 U.S.C. 7114(b)(4), Management shall furnish to the Union upon request and to the extent not prohibited by law, any information which is normally maintained in the regular course of business, and is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining (and which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining). Union information requests will state with specificity why the information is needed, how it will be used, and how it is important to representational duties. Management will provide the requested information unless it can demonstrate countervailing anti-disclosure interests that outweigh the Union's need.

SECTION 2. The Union shall be afforded the opportunity to be represented at:

A. Any formal discussion between Management and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or

B. Any examination of an employee in the unit by a representative of the agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee, and the employee requests representation.

SECTION 3. Management shall provide to the Union a roster of all employees of the AOC within 30 calendar days after final approval this Agreement. The roster shall consist of two lists: (a) all employees in the bargaining unit, and (b) all employees not included in the bargaining unit. For employees in list a, the roster shall include the division where employed and their position classification and grade/step. For employees in list b, the roster shall include the division where employed and the official title. These lists shall be updated and submitted to the Union annually upon request.

SECTION 4. A Union steward or designee will be permitted up to 20 minutes to meet with each newly hired bargaining unit employee to explain the role and responsibilities of the Union, but may not use official time to solicit membership.

ARTICLE 7 - Union Representation

SECTION 1. The Union will be represented by the NWSEO National President, the Branch Steward for AOC, and such other persons as may be designated by them. The Union will provide to management a current roster of the AOC Branch Steward and Vice Steward and designees within 30 calendar days after final approval of this Agreement. The Union will notify Management immediately of any changes when they occur.

SECTION 2.

A. As provided by 5 U.S.C. 7131:

(1) Any employee representing the Union in the negotiation of a collective bargaining agreement (or other forms of bargaining described in the Agreement), shall be authorized official time for this purpose, including attendance at impasse proceedings during the time the employee otherwise would be in a duty status. The number of employees for whom official time is authorized under this subparagraph shall not exceed the number of individuals designated as representing Management for such purposes.

(2) Union representatives shall be granted a reasonable amount of official time in which to perform their representation duties. Union representatives may conduct internal Union business only when they are in a non-duty status.

(3) Except as provided in 5 U.S.C. 7131(b) & (c), any employee shall be granted a reasonable amount of official time in connection with any other matter covered by Title 5, Chapter 71, United States Code.

B. Use of official time will be requested in writing and scheduled in advance to obtain the written approval of the employee's immediate supervisor. If the use of official time involves a grievance against the employee's supervisor, the request should be made to the employee's second-level supervisor. An official time request will normally be granted, absent workload or staffing needs. If the employee's use of official time would interfere with the performance of the employee's official duties, Management will discuss the matter with the Union to find a satisfactory solution.

C. Employees using official time will account for such use in accordance with applicable timekeeping procedures.

D. Incidental to the use of official time by the Steward or designee(s) under this article, reasonable use of agency telephone, mail, computer, copying, and communications equipment, and office facilities (hereinafter "office equipment and facilities") will be allowed, as long as such use does not interfere with the business of the office.

ARTICLE 8 - Union Use of Facilities

SECTION 1. Management will provide, for posting of Union material, a secure bulletin board, or, in the event of space limitations, an alternative space acceptable to both parties. Any material posted shall be dated and initialed by the Union representative responsible for the posting. NWSEO materials posted on the bulletin board shall not be libelous, scandalous, violate any laws or security regulations. Management agrees to discuss any objection to posted material with the Union and may request its removal. The Union will maintain the bulletin board space in neat order and the material posted shall be current.

SECTION 2. The Union may place written communications in the mail/in boxes of the employees. This includes direct Union mailings to each facility where mail is initially received and distributed by AOC. Management is not responsible for insuring the distribution of such written communications.

SECTION 3. Subject to the operating needs of AOC, Management will permit use of its rooms for the purpose of local Union meetings. Requests for use of such rooms shall be made in advance to the designated management official. The Union agrees to leave such rooms in the condition in which they were found. Employees who attend these meetings must be in a non-duty status.

SECTION 4. Subject to the operating needs of AOC, when a Union representative is performing representational duties under this Agreement, Management shall make best efforts to provide a meeting place that will protect the privacy of any discussions.

SECTION 5. The Union will be permitted to use at least one drawer in a lockable file cabinet or similar container for storage of Union material.

ARTICLE 9 - Grievance Procedure

SECTION 1. Coverage.

A. The purpose of this article is to provide for a mutually acceptable method for the prompt and equitable settlement of employee, Union, and Management grievances over the interpretation or application of this Agreement and other working conditions affecting the bargaining unit subject to the control of Management. Unless otherwise provided for, this procedure shall be the sole procedure available to the Union, Management, or employees for resolving grievances.

This article establishes a fair and simple grievance procedure to:

- (1) Assure the Union the right to present and process grievances in its own behalf or on behalf of any employee;
- (2) Assure each employee the right to present a grievance on his or her own behalf, and assure the Union the right to be present during the grievance proceeding;
- (3) Assure Management the right to present and process grievances; and
- (4) Provide that any grievance not satisfactorily settled under this procedure shall be subject to binding arbitration that may be invoked by either party.

B. A grievance means any complaint:

- (1) by any employee concerning any matter relating to the employment of the employee;
- (2) by the Union concerning any matter relating to the employment of any employee; or
- (3) by any employee, the Union, or Management concerning:
 - (a) the effect or interpretation, or a claim of breach, of this a collective bargaining agreement; or
 - (b) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

C. Excluded from this grievance procedure are the following:

- (1) Any claimed violation of subchapter III of Chapter 73 of Title 5, United States Code, relating to prohibited political activities;

- (2) Retirement, life insurance, or health insurance;
- (3) A suspension or removal under Section 7532 of Title 5, United States Code (national security);
- (4) Any examination, certification, or appointment;
- (5) The classification of any position that does not result in the reduction in grade or pay of an employee;
- (6) Termination of a probationary and temporary employees;
- (7) Any issue where there would be no tangible relief to the grievant;
- (8) Granting or failure to grant incentive awards;
- (9) Warnings and notice of proposed action;
- (10) Content of published DOC, NOAA and NMAO regulations and policies
- (11) Non-selection for temporary promotions of less than 120 days
- (12) Suitability determination;
- (13) Non-adoption of a suggestion;
- (14) Matters excluded by law or government-wide rule;
- (15) Complaints or appeals from persons outside the bargaining unit;
- (16) Filling of positions outside the bargaining unit: and
- (17) Non-selection for promotion from a group of properly ranked and certified candidates.

SECTION 2. Intent and Understanding of the Parties.

A. Management and the Union recognize the importance of settling grievances promptly and equitably at the lowest possible supervisory and Union level. An employee may bring his or her concern to either the steward, the supervisor, 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 supervisor about all such concerns as soon as possible. The provisions of this Agreement shall not preclude an employee from bringing a matter of personal concern to either Management or

the Union.

B. The parties agree to cooperate fully in processing grievances and to make every reasonable effort to ascertain, document, and present the relevant facts relating to any matters processed under this procedure.

C. The parties agree to consider use of the NOAA alternative dispute resolution program at any point during the grievance procedure. Any time limits specified in this article will be stayed during ADR mediation.

SECTION 3. Time Limits.

A. Except as provided in Section 2 of this article, all time limits specified in this article are binding. This does not preclude a request for an extension of seven calendar days. The request shall be granted automatically and documented by the requester, with a copy to the other party. 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 Management or the Union would result from a waiver of time limits.

B. Failure of the Union, the grievant, or the grievant's representative to observe any time limit shall terminate the grievance, unless good cause for the failure is shown.

C. Failure of Management to observe any time limit shall automatically allow the grievant to elevate the grievance to the next step.

SECTION 4. Procedural Information.

A. In adverse actions pursuant to 5 U.S.C. 7512, allegations of Equal Employment Opportunity discrimination, prohibited personnel practices under 5 U.S.C. 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 or her option at such time as the employee initiates a timely complaint or appeal under the applicable statutory procedure or timely files a written grievance in accordance with the provisions of the grievance procedure, whichever occurs first.

B. An employee may present a grievance to Management and have it resolved with or without the services of the Union. If presented without Union representation, such grievances may be resolved without Union intervention, provided the resolution is not inconsistent with the terms of this Agreement.

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 resolved, 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 Union will be provided with a copy of the final determination.

D. Should Management or the Union question the grievability of a matter presented under the terms of this Agreement, the issue will be presented to an arbitrator in accordance with Article 10.

E. A grievance that does not contain the information necessary to reach a decision, or is otherwise unclear, will be returned to the representative of record or to the grievant with an explanation of the reason(s) for its return within seven working days of its receipt. The grievance must be re-initiated within ten calendar days after receipt of the returned grievance containing the requested information (or an explanation why the information was not provided), or it will be terminated at that step. Management's time limits for response begin when the corrected grievance is received.

F. New issues may not be raised by either party or the grievant after the decision is rendered at Step One of this procedure. However, the parties to a grievance may mutually agree to join new issues to a grievance-in-progress, and may mutually agree to amend a grievance at any step.

SECTION 5. Grievance Resolution.

A. The filing party may terminate the processing of a grievance at any time.

B. If any employee who has filed a grievance leaves the bargaining unit before a decision is reached on a grievance that is being processed, the grievance is terminated unless the employee can be granted tangible relief.

C. If, at any step, Union and Management agree that no grounds existed for a grievance or they agree to the means of resolving the grievance, they shall state their agreement in writing, signed by both parties. This will constitute the final resolution of the grievance.

D. When a settlement concerning a disciplinary or adverse action is accepted by a grievant, it will be deemed settled in its entirety, and neither the grievant nor the Union may 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, but such disciplinary or adverse actions can be considered as aggravating factors in penalty selection for future disciplinary or adverse actions.

SECTION 6. Representation and Employee Official Time.

A. An employee who chooses to be represented by the Union under the provisions of this article

at Step One shall be represented by the Steward or designee.

The designation of a Union representative at Step One does not prohibit a change in Union representatives at any subsequent step. Any changes in Union representation will be documented in writing to the appropriate management official. One Union representative will be afforded appropriate official time for grievance processing in accordance with Article 7.

B. Bargaining unit employees may only be represented in grievances and arbitration, as provided for in this Agreement, by the Union. Bargaining unit employees may not be represented by representatives of their choosing, including attorneys, in this procedure, but may represent themselves.

C. Once a Union representative has been designated, all written communications will be sent to the Union representative and a courtesy copy to the grievant

D. In accordance with the procedures in Article 7, an aggrieved 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 or her grievance, including time to secure advice on his or her rights, obtain information or assistance, to prepare documents, and to prepare for an arbitration hearing.

SECTION 7. Employee Grievances.

Step One. Initial grievance.

A. When an employee chooses to file a grievance, the grievance must be submitted, in writing, to the employee's immediate supervisor (or other designated management official) within 15 calendar days of the date the employee is affected, or becomes aware of (or should have become aware of) the action being grieved. This time limit may be extended by mutual agreement. The written grievance shall contain the following information, if applicable:

- (1) The name and duty station of the grievant.
- (2) A statement that it is a Step One grievance.
- (3) A description of the facts surrounding the grievance (including relevant dates, places, and known witnesses).
- (4) The specific article and section of this Agreement being grieved (if a violation of the Agreement is being alleged).
- (5) Any past practice that 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 affected.
- (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 or herself and is not being represented by the Union.
- (10) The grievant's signature, and the date.

B. Within 15 calendar days of receiving a Step One grievance, the supervisor (or other designated management official) shall issue to the employee or his or her Union representative (with a copy to the Union), a dated, written disposition of the grievance. This time limit may be extended by mutual agreement. The Step One grievance response must contain the following information:

- (1) The decision with respect to the grievance;
- (2) The basis for the decision, including the reasons for granting or denying the relief;
- (3) The grievant's right to appeal.

C. If the initial grievance is against the Director of AOC, the AOC Director will issue the final disposition.

Step Two. Grievance Appeal.

D. If satisfactory resolution is not reached at Step One, an appeal may be filed with the management official designated by the Director of AOC, within 21 calendar days of receipt of the decision in Step One. The appeal must be in writing, must attach a copy of the record of proceedings in Step One, and must state the grounds for appeal.

E. Within 21 calendar days following receipt of the appeal, the designated official shall render a written decision and deliver it to the employee or his or her Union representative (with a copy to the Union). In the case of an employee who has chosen to act without Union representation, this decision is final, and arbitration may not be invoked.

SECTION 8. Disciplinary Actions.

Regardless of whether or not an employee responds to a notice of proposed discipline, grievances for any resulting discipline will be filed under Step Two procedures and will be presented to the Management official designated by the Director, AOC. It is recommended that the grievant utilize the format indicated in section 7.A. of this article for this step two grievance.

SECTION 9. Union/Management Grievance Procedure.

A. Management grievances shall be initiated in writing by the Director of AOC or designee and presented to the NWSEO President or designee, within 30 calendar days of the action or condition giving rise to the grievance. Decisions by the Union shall be rendered in writing within 30 calendar days following receipt of the grievance. Should the issue remain unresolved, arbitration may be invoked by Management.

B. Union grievances shall be initiated in writing by the NWSEO President or designee, and presented to the Director of AOC, or designee, within 30 calendar days of the action or condition giving rise to the grievance. Decisions by the Director of AOC, or designee, shall be rendered in writing within 30 calendar days following receipt of the grievance. Should the issue remain unresolved, arbitration may be invoked by the Union.

ARTICLE 10 - Arbitration

SECTION 1. Within thirty (30) calendar days after receipt of the final decision under Article 9, either Management (Commanding Officer, AOC or designee) or the Union (President or designee) may invoke arbitration by notifying the other party in writing.

INVOKING ARBITRATION:

The grieving party shall advise the Federal Mediation and Conciliation Service (FMCS) that a dispute exists and shall request a list of seven (7) impartial arbitrators who are members of the National Academy of Arbitrators. The grieving party shall incur all FMCS expenses and 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.

Within fourteen (14) calendar days after receiving the list, each party will accept or reject the list in its entirety. If the list is rejected by either party, that party shall request a new list as stated above and incur all associated costs. Each party can unilaterally reject a list one time. Lists may be rejected by mutual agreement any number of times. If the list is mutually rejected, the party invoking arbitration will request another list and the parties will equally share the associated cost. Once the list is accepted by both parties, the parties agree to make the final selection within 21 days of the receipt of the accepted list.

Selecting an arbitrator 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. On subsequent arbitrations management and the union shall continue to alternate the first strike. 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.

SECTION 2. Preparation for Arbitration

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 thirty (30) days after the selection. The file shall contain the grievance and response(s), any supporting documentation, and a copy of this agreement.

B. 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 shall be held. The parties agree to hold this conference with or without the arbitrator=s participation.

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.

SECTION 3. Site and Time

A. Arbitration hearings will be held at the Aircraft Operations Center or at a mutually agreed-upon site.

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

C. The arbitrator will set the date of the hearing with the concurrence of the parties' representatives. Once that date has been established, any party that unilaterally requests an arbitration hearing be delayed, postponed, and/or canceled for whatever reason shall pay any and all costs and fees associated with that change.

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 associated with that change.

SECTION 4. Witnesses

A. The grievant, the grievant's technical representative and all employees who are approved by the arbitrator 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 union gives Management advance notice of at least seven (7) calendar days prior to the hearing. Technical representatives who are also witnesses may remain during the entire proceeding.

B. If Management determines that it will cause a disruption in its ability to carry out the Agency's mission by complying 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.

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

D. Bargaining Unit employees who are permitted to remain after giving testimony are not authorized official time to do so.

E. Under no circumstances will union witnesses or representatives be authorized overtime or premium pay as a result of participating in these proceedings.

SECTION 5. Arbitration Costs

- A. The parties will each pay one-half of the regular fees and expenses of the arbitration proceedings and the arbitrator hearing the case.
- 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.
- C. 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 equally by the parties.
- D. 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.
- E. All other expenses which the parties agree to incur shall be shared equally by the parties.
- F. When either party invokes arbitration and fails to appear at an arbitration hearing, the appeal is withdrawn and the non-appearing party shall pay the entire cost of the arbitration.

SECTION 6. Attorney Fees

- A. The arbitrator must determine that any attorney fees be consistent with applicable law, and any Attorney retained by the union must present appropriate and customary documentation of fee entitlement.
- B. Upon the issuance of an award, the arbitrator shall retain jurisdiction to determine the entitlement to attorney fees, if any. Within thirty (30) calendar days of receipt of the arbitrator's award, the Union may submit a request for attorney fees. The Union's request shall be simultaneously served on Management. Within thirty (30) calendar days of receipt of the Union's request, Management shall submit its response. Management's response shall be simultaneously served on the Union. The attorney retained by the union will have fifteen days to reply after receipt of Management's submission. The arbitrator shall have the authority to grant extensions and decide whether to accept further rebuttal briefs.

SECTION 7.

- 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:
 - 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.

SECTION 8. 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 applicable law may be entitled to the payment of interest.

SECTION 9.

A. The arbitrator is bound by the FMCS 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.

SECTION 10. If the grieving party withdraws from arbitration, absent settlement, the specific grievance under arbitration is null and void and cannot be raised again.

ARTICLE 11 - Bargaining During the Term of the Agreement

SECTION 1. Under current law a mutual right exists to initiate bargaining over negotiable matters not covered by an applicable collective bargaining agreement. The parties therefore agree to respect each other's right to initiate bargaining over matters not covered by this Agreement during the life of the Agreement.

SECTION 2.

A. When, at any time during the life of this Agreement, Management proposes a change that affects the employees' conditions of employment, or that involves procedures or arrangements for which negotiations are required under 5 U.S.C. 7106(b)(2) and (3) (i.e., so-called "impact and implementation" bargaining), Management shall give the Union notice in writing. The notice shall state the nature of and reasons for the proposed change or other action for which negotiations are required. Within ten calendar days following receipt of such notice, the Union shall notify Management in writing of its desire to consult or negotiate upon the proposed change. Within ten calendar days of the Union's notification to consult or negotiate over the proposed action, the Union shall submit specific written proposals, which may include a proposal that the change not be made. The Union's proposals will clearly articulate the adverse effects of Management's proposed change and how the proposals specifically apply to the employees affected. If required, the parties agree to begin bargaining as soon as practicable, but not later than 14 calendar days after submission of the Union's proposals.

B. The results of negotiations under this section shall be reduced to writing in a Memorandum of Understanding (MOU). Disputes over the interpretation or application of an MOU will be resolved pursuant to the grievance procedure in ARTICLE 9.

C. In the event of impasse, Management may implement its last best offer once the parties have reached impasse unless, within seven calendar days after impasse, the Union has contacted and requested the services of the FMCS or, where appropriate, the Federal Service Impasses Panel (FSIP). If the services of the FMCS or FSIP are timely requested, Management shall maintain the status quo to the maximum extent possible, that is, to the extent consistent with the necessary functioning of the agency.

D. Where the Union requests information in response to a change proposed by Management, the information will be provided consistent with ARTICLE 6 of this Agreement. The parties agree to continue any ongoing negotiations pending Management's response to an information request. Any relevant time limits will be stayed until the information has been received by the Union, except when there is an overriding exigency.

SECTION 3. In the event of a written Union proposal to bargain, Management will respond in

writing within 30 calendar days after receipt by either agreeing to the proposal or offering a counter proposal. The parties agree to begin bargaining as soon as practicable.

SECTION 4. In the event that the Department of Commerce and/or NOAA and/or AOC are reorganized, this Agreement will be revised for the sole purpose of conforming references contained herein to the Department of Commerce and/or NOAA and/or AOC to the appropriate successor departments and/or agency(ies) and/or office(s).

SECTION 5. Any time limit in this article may be extended by mutual consent in writing.

ARTICLE 12 - Provision of Documents

SECTION 1. Management agrees that existing AOC written policies and directives that apply to bargaining unit employees, including this Agreement and memoranda of agreement made under this Agreement, shall be maintained in a central repository at AOC. Policies and directives which apply only to the division or branch level shall be maintained in a central repository at the respective level. This material will be available to copy and/or review by Union representatives, upon request, during regular business hours. In accordance with Article 11, Management will provide the Union with draft copies of AOC policies and directives before they are finalized. Management agrees to provide a copy of AOC policies and directives to the Union when they become effective.

SECTION 2. Management agrees to maintain and make available to all AOC employees a current organizational chart defining the structure and supervisory chain of AOC. The chart will identify job classifications and position titles of all encumbered positions and vacancies.

SECTION 3. Management agrees to provide to the Union annually, if requested:

1. A copy of the annual AOC itemized budget, after it has been approved by NOAA.
2. A copy of the updated annual "Budget Plan".

ARTICLE 13 - Discipline

SECTION 1. Discipline means corrective measures intended to maintain the efficiency of the service and encourage employee conduct and performance compatible with the appropriate and lawful goals, practices, policies, and procedures of NOAA and AOC. Disciplinary action shall be taken only for just and sufficient cause, and in accordance with all applicable laws and regulations. Discipline will be administered in a constructive, progressive, consistent and timely manner. Management determines the appropriateness of discipline.

SECTION 2.

A. Management will explore with an employee the potential source of any conduct deficiency and possible ways to overcome such deficiency. Non-disciplinary/ non-investigatory counseling of an employee is a private matter between the supervisor and the employee. It has the specific purpose of improving the employee's conduct or knowledge of a subject related to his/her employment. If Management determines it is appropriate, a counseling session may be reduced to writing and a copy will be provided to the employee. The employee has no right to a representative during such counseling meetings.

B. If an employee reasonably believes that an examination by a representative of Management in connection with an investigation may result in disciplinary action against the employee, and the employee requests representation, the employee shall be given the opportunity to have a Union representative present in accordance with 5 USC 7114(a)(2)(B), Weingarten Rights. Management will notify employees of this provision annually.

SECTION 3. Disciplinary actions are of two types, major and minor.

A. Minor disciplinary actions include written reprimands and suspensions of fourteen (14) calendar days or less.

B. Major disciplinary actions include suspensions for more than fourteen (14) calendar days, reduction in grade or pay, and removal.

A suspension means the placing of an employee, for disciplinary reasons, in a non-duty status without pay.

SECTION 4.

A. Disciplinary actions may be proposed after:

- (1) Management becomes aware of the alleged infraction;
- (2) Management receives an investigative report from an investigating authority; or
- (3) There has been a final disposition of a criminal prosecution.

This does not preclude Management from proposing an action before the receipt of any investigative report or before the final disposition of a criminal prosecution if Management deems it appropriate to do so.

When management determines that it is appropriate, discipline may be preceded by counseling and assistance, including warnings, which are informal in nature and are not placed in an employee's Official Personnel Folder (OPF).

B. Unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, employees will be given 30 calendar days advance written notice of any proposed major disciplinary action stating the specific reasons for the proposed action. For suspensions of 14 calendar days or less, employees will be given, in writing, a proposal of suspension that will state the specific reasons for the proposed action and that will be provided at least 14 calendar days prior to management rendering a decision on the suspension.

C. The employee shall have 14 calendar days to reply to any notice issued under Subsection B. If Management determines a request for additional time to reply is for good cause, an extension will be granted. Management shall give the employee a reasonable amount of official time to review the notice and supporting material, and to prepare a reply.

D. The notice of final decision shall state Management's findings and conclusions with respect to the proposed discipline; the employee's statutory appeal rights (if any); the employee's right to elect to grieve the discipline under the negotiated grievance procedure; and the time limits for appeal or grievance. Management will include the name and address of the appropriate management official to whom the grievance should be submitted. The employee and the designated Union representative (if any) shall both be provided with a copy of the final decision.

SECTION 5 . Letters of reprimand are temporary contents of the OPF, and will remain in the employee's OPF for up to two years. Management may remove the reprimand at anytime at its discretion. After one year, if there have been no further disciplinary problems, the employee may request, in writing, that the document be removed from the employee's OPF.

ARTICLE 14 - Employee Performance Appraisals

SECTION 1. The parties agree that the performance appraisal process is not a unilateral process. It involves participation on the part of the rating official and employee. AOC will follow the rules and regulations of the performance appraisal system under which the bargaining unit is operating.

SECTION 2. Management's establishment and identification of performance standards and elements for each employee's Performance Plan shall comply with legal requirements. Management's application of performance standards to bargaining unit employees shall be fair and equitable, and shall comply with applicable laws, regulations, and this Agreement. Employees should bring disputes concerning establishment and identification of performance elements and/or performance standards to the attention of the rating official. Employees may seek union representation over a resulting dispute concerning personnel policy or practices or other general conditions of employment. Use of official time shall be in accordance with Article 7. The rating official may exercise authority to change the disputed performance element and/or standard.

SECTION 3. All employees will receive a performance appraisal, which will be based on a comparison of the employee's performance with the standards and elements established for the appraisal period. Employees will receive complete copies of their Performance Plan, Progress Review, and Appraisal Records.

SECTION 4. Employees who use official time in connection with Union representational functions under this Agreement will not be disadvantaged on their appraisals for their union activities or use of official time.

SECTION 5. For employees whose performance falls to less than satisfactory, the rating official will provide a written explanation describing the specific areas in which the employee failed to achieve critical elements and the employee will be placed on a Performance Improvement Plan (PIP).

ARTICLE 15 - Reductions in Force and Transfers of Functions

SECTION 1 Management will give the Union advance notice of any anticipated need for a reduction in force (RIF) (the term "RIF" will hereinafter include a transfer of function that involves geographical relocation of employees). Further, Management will provide the Union, upon request, with relevant information in accordance with 5 U.S.C. 7114(b)(4), and Article 6, Section 1 of this Agreement.

SECTION 2 Management shall provide written notification to the Union of a proposed RIF at the earliest possible date. The notice will include the reason for the RIF, the approximate number of positions identified for RIF, and the anticipated effective date that the action will be taken.

SECTION 3 After the notice specified in Section 2 has been given, but before Management has submitted its input to an NMAO request to NOAA for a RIF, Management and the Union agree to consult. This is not a bargaining session, but rather an exchange of ideas on how to avoid or minimize the effect of the RIF. Following the consultation, Management agrees to provide to the Union a copy of its input to the NMAO request for a RIF if still necessary. Thereafter, Management will also provide to the Union a copy of the portion of the NMAO request pertinent to AOC, and copies of NOAA and DOC approvals of the request.

SECTION 4 Management will provide to the Union a copy of the list of positions to be abolished when it has been approved. Bargaining over the impact and implementation of the reduction in force will then take place in accordance with Article 11.

SECTION 5 Retention Standing.

- (1) The retention register will be prepared in accordance with 5 CFR 351.
- (2) Management will provide a copy of the retention register, including the employee's tenure group, competitive level, service computation date and adjusted service computation date, to the Union at the time specific RIF notices are issued.
- (3) Employees who have received a specific notice (or their designated representative) will be permitted to review the applicable retention register so that the employee may consider how the competitive level was constructed and how the relative standing of the employee was determined.
- (4) When employees affected by RIF are in the same competitive level with the same length of service as computed under 5 C.F.R. 351.503 and the same subgroup, ties will be

broken in the following order:

- (a) length of service in AOC;
- (b) total NOAA service; and
- (c) time at the current grade level.

SECTION 6 Management will give a specific notice in writing to employees who will be affected by a RIF, with a copy to the Union. This notice period will be no less than 60 calendar days prior to the implementation date of a RIF action unless the RIF is caused by circumstances not reasonably foreseeable where the notice period will be at least 30 full days. The notice period begins the day after the employee receives the notice.

ARTICLE 16 - Training and Career Development

SECTION 1. Training is vital to the accomplishment of the mission of AOC and to the career development of AOC employees.

A. The parties agree to establish a Joint Training Committee (Committee) to consider programs, policies, and strategies designed to aid employees in enhancing their current job skills and to provide opportunities for upward and lateral career mobility.

B. The Committee shall consist of four members, two appointed by the Union and two appointed by Management. The Committee shall meet at mutually agreed to times and intervals throughout the year.

C. The Committee shall investigate training and career development opportunities, arrange for the distribution of training and career development information, consult with AOC employees concerning their interests and ideas, and make recommendations to the Union and Management concerning training and career development programs and policies.

SECTION 2.

A. Employees and supervisors shall work together, in conjunction with the Committee established under Section 1 of this article, to find training opportunities that will enhance the employees' knowledge, skills, abilities, or potential.

B. Employees may request to attend courses, seminars, meetings, or conferences that they believe will either enhance their current working skills or provide training for work they can reasonably expect to perform in the future. The employee's supervisor will approve training if he/she determines that the training is appropriate and in the best interest of the government.

C. Management may allow attendance during duty time for training that is approved by Management as valuable to the agency's mission and the employees' performance.

SECTION 3. AOC employees have the responsibility to develop their career plans. Supervisors and rating officials are encouraged to work with employees to facilitate the development of employee career plans.

SECTION 4. With Management's approval, an employee within ten years of retirement eligibility may attend a retirement planning seminar or course offered by NOAA. With Management's approval, an employee with at least five years of government service and within 15 years of retirement eligibility may attend a mid-career retirement planning seminar or course.

Depending on budgetary constraints, Management may reimburse the employee for all

authorized expenses related to such training.

SECTION 5. Management will make an effort to announce to all employees any available positions in the bargaining unit.

ARTICLE 17 - Equal Employment Opportunity

SECTION 1. Management and the Union agree to cooperate in providing equal opportunity for all qualified persons and to prohibit discrimination because of race, color, creed, national origin, sex, sexual orientation, handicapping condition, martial status, age, military veteran's preference, and religious or political affiliation except as provided by federal law and government-wide regulations. They further agree to promote the full realization of equal employment opportunity in accordance with applicable laws and government-wide regulations.

SECTION 2. The parties recognize and agree to follow the requirements imposed upon the agency by the Equal Opportunity Act of 1972. The parties further agree to recognize and follow the requirements of Departmental Administrative Order 215-11, as required by Executive Order 11478, as amended by Executive Order 13087.

SECTION 3.

A. A unit employee who believes that he or she may be the victim of prohibited discrimination may file a formal EEO complaint with the agency or may file a grievance, but not both. The employee shall not be deemed to have selected the EEO complaint route merely because he or she has discussed the matter with an EEO counselor, but shall be deemed to have selected the EEO complaint route at the time he or she files a formal discrimination complaint. Any employee who has filed an equal employment opportunity complaint or a grievance which alleges discrimination shall be free from coercion, interference, or reprisal.

B. Any meeting requested by or initiated by the DOC Office of Civil Rights, or NOAA Office of Personnel and Civil Rights does not meet the definition of a formal meeting as defined in this Agreement. Management is not obligated to notify the union. However, the employee may elect to be accompanied by a representative which may be the union.

SECTION 4. The names, addresses, and phone numbers of EEO counselors who are authorized to accept informal EEO complaints from unit employees will be posted. Such a list will be kept current.

ARTICLE 18 - Leave

SECTION 1. General.

A. Use of leave is subject to supervisory approval and is governed by applicable laws and regulations, and the Department of Commerce Leave Handbook. It is an employee responsibility to request leave. The purpose of this article is to set forth certain understandings between the parties concerning the administration of annual leave, sick leave, leave without pay, and family medical leave; as well as describe other circumstances where such leave may be requested and approved. It does not substitute for legal or regulatory authorities, nor does it diminish any right of Management.

B. Procedures.

1. The form "REQUEST FOR LEAVE OR APPROVED ABSENCE" (OPM Form 71) shall be used to request all scheduled leave. Requests for sick leave for doctor's appointments, or non-emergency medical care require the submission of a leave request on an OPM Form 71 and should be approved in advance.

2. Employees are responsible for calling their supervisor as early as practicable in the case of emergency, illness or other cause that will result in absence from scheduled duty to request a specific type of leave. The supervisor will then either grant or deny leave. If leave is denied, time absent may be charged to AWOL. If the employee is incapacitated by injury or illness, another individual may call on their behalf.

3. All approved absences for a complete work day or more shall be documented with an OPM Form 71. Sick leave absences of greater than three days may require a certification of physician or practitioner in addition to the OPM Form 71. Requests for use of sick leave of any amount under FEFFLA or FMLA require the use of an OPM Form 71.

4. After a decision is made regarding an employee's leave request, it is the responsibility of the supervisor to ensure that the employee is informed, either verbally or by way of a copy of the leave request, of the results of that decision. It is the responsibility of the employee to ensure that leave has been granted prior to taking requested leave.

5. Employees are responsible for submitting all required OPM Form 71's no later than the end of the pay period of the absence.

SECTION 2. Annual Leave.

A. The decision by supervisors to grant annual leave will generally be made in light of the needs of the service, rather than solely on the desires of the employee. Requests for and approval of annual leave shall be made in writing as far in advance as practicable. Requests for annual leave shall be made directly to the employee's immediate supervisor, or supervisor's designee(s) in the absence of the supervisor.

B. Procedures:

1. All employees must personally request and obtain approval for annual leave.
2. All employees are urged to take a vacation each year and to plan their vacation time and schedule annual leave as early as practicable. Approval or disapproval will be indicated on the leave request form within fourteen (14) days, or as expeditiously as possible.
3. Requests for annual leave within the current or following administrative workweek will be approved or disapproved at the time of the request or within one work day.

SECTION 3. Sick Leave.

A. Sick leave is a period of approved absence with pay from official duty. It is agreed that employees are responsible for ensuring that their immediate supervisor or designee is notified when they are prevented from reporting for work because of an incapacitating illness or injury.

B. Sick leave may be authorized:

1. When an employee personally is unfit for official duties because of sickness, injury, or confinement due to pregnancy;
2. For personal medical, dental, or optical examination or treatment, or for the adoption of children;
3. In certain circumstances involving a contagious disease (one that is determined by appropriate medical authority, to be potentially contagious and requires isolation, quarantine or restriction of movement of the patient); and

4. In accordance with the Federal Employees Family Friendly Leave Act (FEFFLA) to provide care for a family member, to adopt a child, or for bereavement purposes. For the purposes of FEFFLA, a "family member" is defined as:

- a) spouse and parents thereof,
- b) children, including adopted children, and spouses thereof,
- c) parents,
- d) brothers and sisters, and spouses thereof, and
- e) any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship." The term "children, including adopted children, and spouses thereof," as used in this definition, covers adult sons and daughters, whether disabled or not, and therefore permits an employee to use sick leave to arrange for or attend the funeral of an adult son or daughter who is over 18 years old and is not disabled.

Employees may use a total of up to 40 hours (5 days) of earned sick leave (or in the case of part-time employees or an employee with an uncommon tour of duty, the average number of hours of work in the employee's scheduled tour of duty each week) each year for family care or family bereavement purposes.

Employees may use up to an additional 64 hours (8 days) of sick leave if a minimum 80 hours of sick leave is maintained in their leave balance account.

The total entitlement under FEFFLA can be 104 hours (13 days) per year, dependent upon the sick leave balance in each employee's account. If the employee does not use any or all of the amount of sick leave provided under FEFFLA, these hours cannot be accumulated and carried-over to succeeding years.

C. Sick leave may be charged in quarter-hour increments on time and attendance reports.

D. Subject to supervisory approval, employees may use sick leave while traveling on official AOC business. Per Diem and travel expenses may be continued for a reasonable period, normally not to exceed 14 calendar days (including fractional days) for any one period of absence.

E. In certain circumstances, and accompanied by appropriate medical documentation, employees may request advanced sick leave. Applications for advanced sick leave must be made using OPM Form 71.

F. Inappropriate use of sick leave. An employee shall not use sick leave:

1. When illness or other circumstances do not render the employee personally unfit for duty;
2. For minor indispositions;
3. To supplement annual leave; or
4. For rest, unless recommended by appropriate medical personnel.

If an employee appears to be abusing sick leave he/she shall be counseled by the supervisor. This counseling is a private matter between the employee and the supervisor. If it is determined that the employee is abusing sick leave, he/she may be required to comply with special leave procedures more stringent than those applied to other employees.

SECTION 4. Leave Without Pay (LWOP).

LWOP is an approved temporary absence from duty in a non-pay status requested by an employee. LWOP for 30 calendar days or less must be requested in writing. LWOP may affect certain benefits. Employees should check with their human resources advisor.

SECTION 5. 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 term "administrative leave" and is distinct from absence for officially sanctioned purposes from the employee's usual work site or regular duties.

SECTION 6. Family Medical Leave Act

A. An employee shall be entitled to a total of 12 administrative workweeks of unpaid leave during any 12-month period for one or more of the following reasons:

1. The birth of a son or daughter of the employee and the care of such son or daughter;
2. The placement of a son or daughter with the employee for adoption or foster care;
3. The care of a spouse, son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition; or
4. A serious health condition of the employee that makes the employee unable to perform any one or more of the essential functions of his or her position.

B. An employee may elect to substitute sick leave, annual leave, advanced sick or annual leave, or leave made available under the Voluntary Leave Transfer Program or Voluntary Leave Bank Program for any or all of the Leave Without Pay period taken under FLMA consistent with the provisions of 5CFR630.1201

C. Employees must use Form OPM 71 to invoke FLMA entitlements and Department of Labor Form WH-380 for Certification of Health Care Provider.

SECTION 7. Special Circumstances

A. Birth or Adoption.

1. The employee shall make known their intent to request leave for birth or adoption of a child, indicating the type of leave and approximate dates, at least 30 calendar days in advance of the anticipated leave date, to allow the office to prepare for any staffing adjustments that may be necessary.

2. For the birth of a child, a male or female employee may request sick leave under FEFFLA. This employee may also request annual leave, sick leave, and/or leave without pay under the FMLA. In addition, an employee who is the birth mother may request sick leave for a period of incapacitation.

3. For adoption of a child, an employee may request sick leave, annual leave or leave without pay. An employee may also request leave for adoption under FMLA.

B. Bereavement. An employee may request leave when there has been a death in the employee's family. Sick leave may be requested under the provisions of FEFFLA. Annual leave or leave without pay may be requested in accordance with normal procedures.

C. Emergencies. Emergency conditions are defined as situations in which significant numbers of employees are prevented from reporting to work on time, or in which the closing of all or part of AOC's activities is required. Such conditions can include, but are not limited to, snow emergencies, severe icing conditions, floods, earthquakes, major fires, public health or safety emergencies, hurricanes, air pollution, power failures, or widespread interruption of public transportation. When an emergency condition results in the closing of all or part of AOC's activities for one or more whole days, all employees of offices affected by the closing will be excused from work without charge to leave, including employees who would otherwise have been on approved paid leave. However, the following are not entitled to excused absence and shall remain in their current status, employees: on LWOP pending disability; in receipt of workers' compensation; on military leave; on suspension; or in a nonpay status on the last hour of the workday immediately before and the first hour of the workday after the closure. When a closing occurs, employees on a flexible work schedule who do not have a scheduled workday during the office closure (or are on their AWS day off) may not be granted another workday or "in-lieu-of" day. Closure of the office will be in accordance with applicable law, regulations and the Department of Commerce Leave Handbook.

ARTICLE 19 - Work Schedules

Section 1. Work Schedules Work schedules must be in accordance with applicable law and regulation.

Management has responsibility for seeing that the mission of AOC is carried out. Subject to the overall direction of the AOC Commanding Officer or designee, supervisors must determine adequate coverage during official hours for the purpose of assuring that office functions are fulfilled, including providing representation at essential meetings, handling official inquiries, and responding to program needs. When coverage requirements are established, all employees are required to meet them.

Section 2. Available Work Schedule Plans

Fixed Schedules, Flexible Work Schedules (FWS), and First Forty schedules are authorized for use dependent on the requirements of the work unit and the mission support scheduling requirements. Not all members of the same work unit need be on the same work schedule plan and each individual need not remain on the same work schedule plan throughout the year. Personnel assigned to flight support positions must be assigned to First Forty schedules. During periods of limited operations First Forty Schedules may emulate Maxiflex or Variable Day except for those features prohibited by statute or this article. Part time employees may use any of the above Work Schedule Plans appropriately scaled. Part time employee schedules must be in accordance with the Commerce leave handbook and premium pay handbook.

Section 3. Administrative Work Week and Basic Work Requirement

The AOC administrative workweek must be the seven day period beginning at Sunday 0000 local time. Normal business hours of the AOC are 0800 – 1630. The basic work requirement is 40 hours per week for the Fixed Schedule Plan and the First Forty schedule plan. The Variable Day Work Schedule Plan and Maxiflex Work Schedule Plan have a basic work requirement of 80 hours per pay period

Section 4. Schedule adjustments

When administrative personnel are assigned to flight support duties they must be temporarily assigned to a First Forty schedule. At the end of the flight support duties they must be placed on their original schedules. These changes must be documented in writing by the supervisor and be placed in the employee's time and attendance file. These changes must be made at the beginning of a pay period with at least one pay period advance notice, unless the Agency determines that pursuant to 5 C.F.R. Section 610.121(a), it would be seriously handicapped in carrying out its functions or that costs would be substantially increased.

Changes between work schedule plans must be made with as much advance notice as possible, and should normally be made no later than the end of the administrative work week that occurs two weeks prior to the administrative work week that the scheduled change will take place. An employee may have their work schedule plan changed or modified by the supervisor in the event the employee is placed on a Performance Improvement Plan (PIP), an employee is placed on leave restriction, or when necessitated by an employee's misconduct.

At the discretion of supervisory officials, an employee on an alternative work schedule plan may be temporarily assigned to a Fixed Schedule Plan in the event that a supervisor determines that official travel, training, jury duty, military leave, two holidays in the same pay period and/or similar event(s) scheduled for one or more days during a pay period for that employee, will adversely affect that employee's alternative work schedule plan or otherwise interfere with the effective accomplishment of government business. These management initiated temporary assignments to a fixed schedule plan from an alternative work schedule plan should normally be made prior to an administrative workweek or with as much advance notice as possible. Supervisors must weigh the needs of the employee's requested or existing schedule against the needs of the AOC mission before modifying a flexible schedule or moving an employee to a fixed schedule. An employee's credit hour balance may not be liquidated for a temporary assignment to a fixed plan or a First Forty plan. An employee may also request temporary assignment to a fixed schedule plan to meet personal needs.

Section 5. Fixed Schedule Plan A non-alternative work schedule "Fixed Schedule Plan" has the employee's hours and days regularly scheduled on the same days each week and on the same hours each day. If approved for this type of schedule by their supervisor, employees may request their particular schedule. The employee's supervisor must set the employee's schedule based upon the employee's request and the needs of the mission. Fixed Schedules Plans at the AOC must be eight hours per day, Monday through Friday, except for part-time employees. Fixed Schedule Plans must begin no earlier than 0600 and complete no later than 1800. The starting and ending times for the day and the amount of time taken as a noncompensable lunch period must be documented in writing for each employee assigned to the Fixed Schedule Plan. These times need not be the same for all employees nor for all employees in a work unit.

Section 6. Flexible Work Schedule Plans Management and the Union agree that establishment and implementation of flexible work schedules is a one-year pilot project, and that either party may reopen this section of this article for renegotiation one year after the effective date of this Agreement. Until agreement is reached, then employees assigned to flexible work schedules must return to the work schedule in place before the contract was implemented.

Each supervisor must decide which of his or her employees, if any, are eligible to participate in a flexible work schedule.

Alternative Work Schedules (AWS) plans are in accordance with the OPM Handbook on AWS and as defined by this article. Employees of the AOC may request one of two Flexible Work Schedule Plans: a Variable Day (an AWS variable day schedule), or a Maxiflex Plan (an AWS maxiflex schedule). If an employee is denied any of the Alternative Work Schedules, approved by this Article, the employee may grieve that decision as provided in Article 9, provisions of this article notwithstanding.

Temporary changes in work schedules may be made at any time should unforeseeable circumstances occur, such as operational requirements, employee absence, or anything that would otherwise interfere with the effective accomplishment of government business. No advance notice is required for such temporary adjustment(s) to an individual's daily tour of duty, including fixing the attendance times for that day. Supervisors must provide as much notice as possible in effecting such temporary adjustments. Supervisors must weigh the need of the employee against the AOC mission requirements for temporary changes to planned schedules. This includes all aspects of the employee's schedule (starting time, stopping times, flexible bands credit hour use etc.)

a. Variable Day Plan

The tour of duty consists of core hours and identified flexible bands. If approved for this type of schedule by their supervisor, employees must request their particular schedule. The employee's supervisor must set the employee's schedule based upon the employee's request and the needs of the mission. The supervisor must document each employee's schedule. The documentation must include the starting and stopping times for each day of the week, the allowable variability in those starting and stopping times, whether or not a noncompensable lunch period is to be taken, and the timing of that lunch period. No supervisory approval for working credit hours during the flexible time bands is required. All schedules must include flexible bands where the employee may choose to vary the length of the work day. Changes to the employee's documented work schedule plan must be made with as much advance notice as possible, and should normally be made no later than the end of the administrative work week that occurs two weeks prior to the administrative work week that the change will take place. All Variable Day Plan schedules must have minimum core hours of 0900 through 1430 local time Monday through Friday. Schedules may not have Flexible bands outside the hours of 0600 through 1800 Monday through Friday.

b. Maxiflex Work Plan

The tour of duty must include core hours on less than ten days in a pay period and identified flexible bands. If approved for this type of schedule by their supervisor, employees must request their particular schedule. The employee's supervisor must set the employee's schedule based upon the employee's request and the needs of the mission. The supervisor must document each employee's schedule. The documentation must include the starting and stopping times for each day of the week, the allowable variability in those starting and stopping times, the number of hours to be worked on each day, whether or not a noncompensable lunch period is taken, and the timing of that lunch period. This plan must include the core hours of 0900 through 1430 local

time on four of the five days Monday through Friday for each week of the pay period. All other terms, conditions and requirements are identical to those of the Variable Day Plan.

Section 7. First Forty Plan

a. Definition

When it is impracticable to prescribe a regular schedule of definite hours of duty for each workday of a regularly scheduled administrative workweek, the head of an agency may establish the first 40 hours of duty performed within a period of not more than 6 days of the administrative workweek as the basic work week. All work performed by an employee within the first 40 hours is considered regularly scheduled work for premium pay and hours of duty purposes.

Employees who support flight operations by either participating in the flights or directly supporting the departure, arrival or maintenance of the aircraft and equipment between flights must be assigned to the First Forty Schedule. The basic workweek must be 6 days beginning at 0000 local time Sunday and ending at 2359 local time Friday. Work schedules must be determined by the supervisor and must remain unchanged unless work requirements dictate otherwise.

b. Work during non-flight support periods

Supervisors and employees should strive to schedule work times between 0600 and 1800 Monday – Friday, and have employees at work between 0900 through 1430 local time on four of the five days Monday through Friday for each week of the pay period. Employees may request and be approved for a work schedule that meets these requirements.

Changes to a First Forty work schedule require no advance notice, but supervisors should strive to give as much notice as possible. When schedules are changed, a report time must be established by the supervisor for each work shift. The employee must be notified of the change, either prior to the completion of the previous workday's shift or at a time and by a means that does not require the employee to be on duty or constrained to a specific time and place for this notification. This authority may be delegated to an acting supervisor or field supervisor.

Hours worked by employees called back to work on their scheduled day off or outside their scheduled shift on workdays after the First Forty hours have been met will be paid overtime in accordance with 5 C.F.R. Parts 550 and 610.

When an employee's 40 hours are complete, his basic tour of duty for the workweek is complete. Otherwise, overtime may be required in addition to the basic tour of duty.

c. Work during Flight Support Periods

Daily tours of duty in support of flight operations must be scheduled in accordance with the mission flight requirements, mission flight support work requirements and within the Flight Duty

Limitations established by the AOC Operations Manual. There must be a report time established by the project manager, mission commander, or supervisor for each flight support work shift, either prior to the completion of the previous workday's shift or at a time and by a means that must allow compliance with crew rest limitations. Employees may not be on duty or constrained to a specific time and place for this notification of the next shift's report time, unless the notification takes place during the previous shift. This authority may be delegated to an acting supervisor or field supervisor. A shift may be changed, either shortened or extended, during that shift, if changes in operational requirements occur. Due to the operational nature of this work, no advance notice is required for schedule changes.

A scheduled report time for a flight may be delayed one time if the delay is made at least one hour prior to the scheduled report time. At this time the employees must be given a report time for the shift that must not be changed. Employees must report at that time and receive a minimum of two hours pay unless the flight is canceled at least one hour prior to the report time.

An employee may not be required to leave work during his normal work schedule until the crew rest period begins.

Actual work times must be recorded on the employee's timesheet. It is the intent of the Agency to ensure that scheduling problems which occur while employees are on Flight Support will not negatively affect the employees' ability to work the full 40 hours of the workweek. In that regard, short periods of time when no work can be performed while an employee is on Flight Support, and generally not exceeding 3 consecutive work days in a single period, may be excused absence.

Section 8. General Provisions for all work schedules

No work schedule plan may interfere with the effective accomplishment of government business. Each supervisor must decide the type of schedule and hours of work for his or her employees. In making that determination the supervisor must consider the needs of the clients, adequate task coverage, type of work done by the employee, and the past performance of the employee. Where practicable, personal preference should be honored in scheduling coverage. Where personal preference conflicts with the equitable sharing of the burden of coverage, personal preference must give way. The opportunity of each employee to maximize flexible work hours (if applicable) should be consistent with the coverage of legitimate work unit functions.

a. Scheduling and documentation

The General Accountability Office requires that agencies establish a time accounting method that provides the supervisor with affirmative or personal knowledge of each employee's entitlement to pay by showing the number of hours of duty, attendance, and the nature and length of absences. This requirement is applicable to alternative work schedules and may be met through the use of the *Alternative Work Schedule Attendance Log*, Form CD-465, the *AOC Standardized Time and Attendance Worksheet*, or other means. Automated time recording equipment must not be used. The supervisor must determine which method will be used. Employees on Flexible

Work Schedule Plans must maintain these individual time and attendance worksheets and attendance logs on a daily basis to document the actual start and stop times of each shift and the amount of time taken as a noncompensable lunch period. Inaccuracies in time and attendance worksheets may be grounds for disciplinary action. Credit hours must be documented as they are earned. The worksheets must be provided to the employee's supervisor for review and certification as required to meet the payroll data entry and transmission schedules.

Shifts may not be scheduled with a break of more than 1 hour. There must be a minimum of 8 hours between scheduled shifts.

b. Lunch

Employees may select a noncompensable lunch of thirty minutes or one hour or may choose to have no lunch period. Employees who choose no lunch period are not entitled to an additional compensated break period. Lunch periods cannot be taken at the beginning of the shift or the end of the shift. When a lunch is taken, supervisors may schedule the time of those lunch periods to ensure coverage. For Flexible and Fixed schedules lunch should normally be taken and completed between 1100 and 1330 each day. The same rule applies to First Forty when the majority of the shift is scheduled during normal business hours.

c. Overtime

Overtime hours are all hours of work in excess of 8 hours in a day (except for First Forty) or 40 hours in a week which are officially ordered and approved in advance by management. Under Flexible Work Schedule programs there is no concept of "suffer and permit" of overtime work performed. Any hours worked by an employee on a Flexible Work Schedule Plan in excess of 8 hours in a day or 40 hours in a week which are not officially ordered in advance by management are considered credit hours. Hours worked by employees called back to work on their scheduled day(s) off or outside their scheduled shift (excluding First Forty) on work days must be paid at the overtime rate for the actual hours worked with a minimum of two hours paid for each call back.

Overtime approving officials (second level budget manager) have the discretion to require an exempt employee with a rate of basic pay in excess of the maximum for GS-10 to be compensated for irregular or occasional overtime work by an equal amount of compensatory time off. Any exempt employee earning less than the maximum for GS-10 and any nonexempt employee may elect compensatory time if presented a choice but cannot be required to take it in lieu of overtime pay. Employees may accrue compensatory time in accordance with Commerce Policy.

d. Night Differential

Employees must receive night differential for any hours of regularly scheduled work after 1800 and before 0600. Night differential may not be paid for credit hours worked. For scheduled work shifts that cross over midnight, the total hours for the entire shift, including any overtime hours, must be recorded on the day that the shift started.

e. Holiday

On Holidays, employees (except for part-time) must receive a paid day off or holiday premium pay for a holiday worked. Employees on Flexible Work Schedule Plans may receive a maximum of 8 hours holiday premium pay for work on holidays. Employees on Fixed Work Schedule Plans receive up to the scheduled number of hours of holiday premium pay for work on holidays.

f. Sunday Pay

Sunday premium pay must be in accordance with the Commerce Premium Pay Handbook.

g. Hazard Pay

Hazard Pay must be in accordance with government regulation and AOC policy.

h. Credit hours

Credit hours may not be earned or used while assigned to the First Forty or Fixed Schedule Plan. Credit hours are allowed under both AOC Flexible Work Schedule Plans. Working credit hours during flexible bands requires no supervisory approval. Use of credit hours for absence during core hours or other required work hours must be approved in advance by the supervisor. A maximum of ten credit hours may be earned in any one week and a maximum of twenty-four credit hours may be carried from one pay period to the next. When an employee is no longer subject to a Flexible Work Schedule Plan, other than a temporary assignment, the employee must be paid for accumulated credit hours at his or her current rate of pay. Credit hours that cannot be used during the pay period in which they were earned, and that are in excess of the 24 credit hour limit (for part-time employees the credit hour limit is one-fourth the biweekly basic work requirement), cannot be carried forward and are forfeited. An employee may not be paid overtime pay, Sunday premium pay, or holiday premium pay for credit hours.

i. Leave

Paid time off during an employee's basic work requirement must be charged to the appropriate leave category, credit hours, compensatory time off, or excused absence, if warranted. There is no requirement for employees on flexible schedules to use flexible bands for medical or dental appointments or other personal matters if the employee wishes to charge this time to leave. An employee may choose to charge time off during flexible bands to an appropriate leave category or use credit hours when time off is scheduled during flexible bands in order to preserve leave.

An employee may apply no more sick or annual leave to a given day than he or she is scheduled to work on that day, up to a maximum of 8 hours for Variable Day Flexible and First Forty Work Schedule Plans. An employee may apply no more sick or annual leave to a given day than he or she is scheduled to work on that day for Maxiflex Work Schedule Plans and fixed schedules.

Leave must not be approved for an employee when its use would intentionally require or increase the amount of overtime worked for that employee. When employees who would otherwise be required to work are excused from work because of an office closure due to weather emergency or furlough, other employees who do not have a scheduled workday(s) during the office closure may not be granted excused absence on another workday. Employees on

scheduled leave when the office is closed after the start of the work day must remain on the same type and amount of leave for that day. Employees on a Flexible Work Schedule Plan who are off duty on the day of the closure are in a nonpay status on those days and have no entitlement to an additional day off.

Section 9. While on travel for project support. Due to the nature of weather related field project support, occasions may arise when flight activities and the direct support of other project related activities may require less than the full basic work requirement for some individuals or groups. In order to meet the basic work requirement in these instances, each employee, in conjunction with his regular supervisor, should prepare and identify work that can be accomplished at the temporary duty location when there is no project work to be accomplished subject to the availability of necessary resources and facilities.

ARTICLE 20 - Travel

SECTION 1. Employees shall not be required to travel except under conditions and procedures prescribed by pertinent laws and regulations. Management agrees that required travel on scheduled non-work days shall be compensated in accordance with current regulations. Employee travel should be scheduled to take place during regular working hours to the extent possible.

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

SECTION 3. Time spent in a travel status during regularly scheduled work hours is considered compensable time. Time spent in travel status outside of regularly scheduled work hours may be considered compensable time, where or if authorized by law. Time spent in travel not otherwise compensable will receive compensatory time in accordance with the Federal Workforce Flexibility Act of 2004.

SECTION 4. It is recognized by both parties that frequent TDY assignments are required in support of AOC's mission. The AOC Program Manager will provide travel related requirements for support of the field program and may provide recommended arrangements for field project related TDY lodging. AOC bargaining unit employees are free to accept the recommended lodging arrangements or make alternative lodging arrangements that meet the project support requirements that do not increase transportation or miscellaneous costs, beyond nominal amounts such as increases due to extra miles driven and that do not increase the authorized per diem rate. TDY travel arrangements for bargaining unit employees traveling individually will be the responsibility of that individual or designee.

SECTION 5. Gain Sharing Program

A. Policy: Under the authority of 5 U.S.C. 4501-4503 and 4505, AOC agrees to pay a cash reward for "efficiency" or "economy." The program will be known as the Gain sharing Travel Savings Program(GTSP). It will reward employees who save the AOC money while on official travel. These savings will apply to the use of alternative lodging for official travel to the extent permissible under Federal Travel regulations, as well as any applicable Federal Travel Advisories or waivers issued by the General Services Administration. Employee participation in this program is optional.

The amount of the award for the employee will be 50 percent of the savings on lodging expenses. Taxes will be withheld (Federal, State, local, FICA) on the award amount. Employees should not incur additional expenses in transportation, taxes or other miscellaneous

costs in an effort to reduce lodging expenses. Employees who incur additional expenses must have those expenses deducted from their lodging savings.

All hotels/motels utilized by employees within the United States, its Territories and Possessions must meet the requirements of the Hotel and Motel Fire Safety Act of 1990.

B. Lodging Savings – Employees who participate in the program can receive cash awards for savings when:

(1) Employees incur lodging expenses at a daily rate which is less than the authorized lodging rate for the Temporary Duty (TDY) location. The authorized lodging rate is the published GSA lodging rate for domestic travel and the published State Department lodging rate for foreign travel or the lodging rate authorized on the travel orders in cases involving TDY assignments in excess of sixty days where it has been determined in advance that lodging will be lower. The TDY location is the primary work site location (e.g. location of the base of operations for the aircraft); or

(2) Employees stay with relatives or friends while on official travel and avoid lodging expenses; or

(3) Employees share accommodations obtained through contract, that are prepaid or when lodging is paid for by employees. The employees should arrange to be billed separately. If this is not possible, a daily rate must be determined for each employee. Divide the total lodging costs by the number of employees and the number of nights to arrive at a daily rate for each employee.

Lodging savings will not be made for lodging cost incurred on personal time such as annual leave during official travel or any other type of personal preference travel used in conjunction with official travel.

C. It is management's intention that payments to unit employees which arise out of gain sharing will not reduce the amount of awards which would otherwise be granted to unit employees for meritorious job performance.

D. To apply for the travel savings award, the employee must provide to their supervisor, a copy of the approved travel voucher(s) covering the travel savings, documentation identifying and verifying the travel savings and a completed form CD-326LF. Applications for travel savings awards must be submitted not later than July 15 each year for travel completed in the one year period ending June 15 each year. The cumulative savings to AOC must be at least \$200.00 before the employee is eligible to receive an award unless the minimum is not reached by the end of this period. Travel savings awards will be processed in accordance with DOC rules and regulations applicable at the time.

ARTICLE 21 - Unfair Labor Practice

SECTION 1. Before the Union or Management files a formal Unfair Labor Practice (ULP) charge with the FLRA, the charging party agrees to give written Notice of Intent, including a description of the issues(s) and event(s) which gave rise to the charge.

SECTION 2. The parties agree to meet and attempt to informally resolve the charge. The meeting, initiated by the charging party, shall consist of up to two management officials and up to two union representatives. Either party may request a mediator. The meeting shall be held within 7 days of receipt of the Notice, or at a mutually agreed upon date. Participants may attend by teleconference or in person.

SECTION 3. If the parties reach a resolution in this meeting, the ULP charge will not be filed, or will be withdrawn if already filed.

SECTION 4. By agreeing to meet, neither party waives its right to file a ULP charge at any time. The parties, however, are urged to continue to attempt resolution even after the filing of the formal ULP charge.

ARTICLE 22 - Awards and Recognition

SECTION 1. Recognition by performance and/or incentive awards is a means of improving employee morale, efficiency and productivity.

SECTION 2. Anyone may nominate an employee for an award consideration.

SECTION 3. At the beginning of each fiscal year, management will notify the union of the budget target for bargaining unit employee awards for the upcoming year.

SECTION 4: Award nominations for bargaining unit employees shall be reviewed by a committee consisting of two each from Management and the Union. The award nominations review committee will meet within one month of receipt of nominations. Award recommendations from the committee will be forwarded to the appropriate supervisor or designee who has the final decision to approve or disapprove the award.

SECTION 5. On an annual basis, if requested, Management will furnish the Union a list of monetary awards made to bargaining unit employees within the past fiscal year. This listing will include the name of the employee, the type of the award, and the dollar amount of the award, unless release of the information is prohibited by law.

ARTICLE 23 - Official Personnel Folders

Section 1. Employees, and/or their duly authorized representatives, shall have a reasonable opportunity to review the contents of their Electronic Official Personnel Folders (E-OPF) via internet access, while in a duty status. Reasonable use of Government supplies will be authorized for an employee to print hard copies of the E-OPF's contents, as needed.

Section 2. Information contained in the E-OPF is subject to the Privacy Act. Only duly authorized personnel, on official Government business, shall have access to an employee's E-OPF.

ARTICLE 24 - Employee Assistance Program

SECTION 1. Management agrees to post on a bulletin board information about the services available from the Employee Assistance Program (EAP). These services include such matters as family problems, child care, elder care, marital problems, alcohol and drug abuse, stress, legal consultation, and financial problems. The EAP contact point and means of contact will be posted on a bulletin board.

SECTION 2. An employee who is referred by AOC management to the EAP will be granted administrative leave for the initial counseling session. All other counseling sessions will be charged to the appropriate leave category (sick leave, annual leave, or leave without pay).

ARTICLE 25 - Workplace Facilities and Communications

SECTION 1. Each employee's work space shall be furnished with furniture and equipment adequate for the performance of the employee's work.

SECTION 2.

A. In the event that new work space is acquired or constructed for the use of employees, or existing office space is consolidated or relocated, Management will make available to the Union for review or copying the following information as far in advance as possible:

- (1) The building or space specifications (before they are submitted to GSA or other responsible authority, if a GSA or other submission is required);
- (2) Any build out request before it is submitted to GSA or other responsible authority;
- (3) Any building or space specifications approved by GSA or other responsible authority;
- (4) The building or space lease, if applicable; and
- (5) All decision documents and action plans Management intends to use in the process of acquiring, constructing, consolidating, or relocating space unless prohibited by law.

B. Acquisition, construction, consolidation, and relocation of work space used by employees are subject to bargaining under Article 11, as are decisions concerning related interior design features.

C. Management and the Union recognize that the use of AOC facilities and equipment by non-AOC employees may be required to meet the AOC mission. Management and the Union agree to work together to meet the needs of our visitors and customers while respecting the need of AOC employees to have a work environment conducive to performing their job function without a loss in productivity. Use of work areas by non-AOC employees will be subject to bargaining under Article 11, if applicable.

SECTION 3. The parties recognize that workplace technology is a critical tool for performing the work of AOC. Adequate, up-to-date functioning technology, is essential for AOC to carry out its mission. Management agrees to make reasonable efforts to provide employees with necessary and appropriate workplace technology including ergonomic equipment that takes account of individual needs.

SECTION 4. Management shall provide individual lockable containers for the storage of employee's personal items. Employees may supply their individual locks as needed.

SECTION 5. Management will furnish and maintain an employee break area. The break area will include cooking facilities (microwave oven), refrigerator and sink. There shall be kitchen type storage cabinets and table and chairs adequate for the staff anticipated to use the facilities.

SECTION 6. Management will furnish and maintain at least one men's shower and restroom and one woman's shower and restroom facility. Each room shall provide locker space. Management will provide cleaning and maintenance services to keep these facilities clean and sanitized.

SECTION 7. Management will provide an outdoor covered area for employees to smoke.

SECTION 8. Internet Use

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.

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.

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.

ARTICLE 26 - Position Descriptions

SECTION 1. Position descriptions are not assignments of work. Rather, position descriptions are intended to basically contain the principal duties and responsibilities of the position. It is recognized by the parties that while many changes in an employee's duties can occur during the lifetime of a position description, the scope of those changes may range from very substantial change to change of an inconsequential nature. Management agrees to make reasonable efforts to ensure that position descriptions accurately reflect changes in employee duties.

SECTION 2. Employees will be provided a copy of their current position description and any updates reflecting substantial change as soon as practicable. If an employee believes that his/her position description does not accurately reflect his/her assigned duties or responsibilities, he/she should, on an informal basis, discuss the matter with the supervisor.

When a position duty which is either grade determining, regular and recurring, and/or substantive in nature is not included in an employee's position description, the AOC will amend that description as soon as practicable to reflect that duty. Employees have a responsibility to review their position descriptions and identify any inaccuracies to their supervisor.

A dispute regarding the accuracy of an employee's position description may be grieved under Article 9 of this Agreement. Any employee who feels that his/her position is mis-classified may request through his/her supervisor an audit and/or appeal of his/her position duties and responsibilities.

The appeal decision may result in a raising, lowering or substantiating the grade of the position as the facts warrant. The effective date of any change will be stated in the decision.

SECTION 3. When significant changes to the duties and responsibilities in position descriptions are to be made by the AOC, Management agrees to notify the NWSEO Steward in accordance with Article 11 of this Agreement.

SECTION 4. It is recognized that modifications that can be made to position descriptions that are required to be selected from the DOC position description library are limited to the Introduction and Unique Position Requirements sections of the position description. Management will select the library position description that most closely describes the position at AOC and will identify the parts of the job not completely described in the library position description in the Unique Position Requirements section.

ARTICLE 27 - Temporary Promotions

SECTION 1. An employee will be temporarily promoted and receive the rate of pay for a higher graded position to which he/she has been assigned if the following requirements are met:

- A. the actual time to perform the higher graded position to which an employee is assigned or detailed is at least twenty (20) consecutive work days;
- B. performance of the higher grade duties is clearly not a factor that was taken into account in the classification of the employee's present position;
- C. the employee meets all Office of Personnel Management qualification, eligibility and position requirements; and
- D. the employee is assigned the full duties of the position.

SECTION 2. All temporary promotions will be documented by Standard Form 50, Official Personnel Action.

SECTION 3. Temporary promotions in excess of 120 days shall be made under competitive merit promotion procedures.

SECTION 4. The effective date of the temporary promotion will be the first day the employee is assigned the higher graded duties.

ARTICLE 28 - Duration and Term of the Agreement

SECTION 1. This Agreement is effective on the date it is approved by the head of the agency or, absent approval or disapproval, on the 31st day after execution. It shall remain in full force and effect for a period of three years from its effective date.* It shall remain in effect from year to year thereafter until either party gives written notice of its desire to terminate, renegotiate, or amend the Agreement, or any part thereof. Such notice shall be served on the other party between 180 days and 120 days prior to the annual expiration date of the Agreement.

SECTION 2. Once notice is given under Section 1, the moving party must submit its proposal(s) to the other party not less than 90 calendar days before the expiration date. The party receiving the proposal(s) may submit counter-proposals and/or proposals to the other party during the next 30 day period. The parties shall begin negotiations no later than 30 days prior to the termination date. The Agreement will remain in effect until superseded.

* January 16, 2008

ARTICLE 29 - Dues Withholding

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

- A. Who are members in good standing in the Union;
- B. Who voluntarily complete Standard Form 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.

The provisions of this Article are subject to, and will be governed by, applicable Federal laws, rules, and regulations issued by the Office of Personnel Management, the Federal Labor Relations Authority, and the Department of Commerce, and will be modified by any future amendments thereto.

SECTION 2. The Union is responsible for:

- A. Purchasing and distributing Standard Form 1187;
- B. Notifying the NOAA Labor Relations Officer or designee, in writing of:
 - (1) Current authorized names and titles of officials who will make the necessary certification of Standard Form 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 days of the date of such determination.
- C. Forwarding properly executed and certified Standard Form 1187 to the NOAA Labor Relations Officer or designee, on a timely basis; Management's internal distribution system will not be used for this purpose.
- D. Keeping the NOAA Labor Relations Officer or designee, informed of the name, title, and address of the allottee to whom remittance should be sent. Until further notice, the remittance will be sent by electronic fund transfer to NWSEO's financial institution per Direct Deposit Sign-up Standard Form 1199A executed October 12, 1989.

E. Keeping the NOAA Labor Relations Officer or designee, informed of the allottee to whom checks shall be payable. Until further notice this will be:

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

SECTION 3. NOAA is responsible for:

A. Permitting and processing voluntary allotment of dues in accordance with this Article;

B. Withholding dues on a bi-weekly basis;

C. Notifying the Union when an employee is not eligible for an allotment. The NOAA Labor Relations Officer or designee, is responsible for this notification;

D. Withholding new amounts of dues upon certification from the authorized Union official;

E. Transmitting remittance checks each pay period to the allottee designated by the Union, including a list of employees for whom deductions were made. Each remittance list shall include the name of each employee for whom a deduction has been authorized during the current pay period and:

(1) The amount withheld, and

(2) The reason for no deduction, such as, "wages inadequate," "organization cancellation," "employee separated," "temporary promotion," or "canceled due to promotion."

SECTION 4.

A. The amount of the dues to be deducted as allotments from compensation will normally not be changed more frequently than once every 12 months.

B. Management may provide reminders to employees of their anniversary date on their check stubs once each year.

C. Administrative errors in remittance checks will be corrected and adjusted in the next remittance check to be issued to the employee organization. If the Union is not scheduled to receive a remittance check after discovery of an error, the gaining party agrees promptly to refund the erroneous remittance.

SECTION 5. The NOAA Labor Relations Officer or designee, will be responsible for coordinating the actions described under this Article prior to payroll processing. The effective dates for actions under this Agreement are as follows:

Starting dues withholding: First pay period after date of receipt of properly executed and certified Standard Form 1187 by Payroll Office. An employee must remain on payroll deduction for one year after commencement of dues withholding.

Changes in amounts of dues: First pay period after receipt of certification in Payroll Office.

Revocation by employee: First pay period after receipt of properly executed (and countersigned by the NWSEO President) Standard Form 1188 or Request for Revocation Memorandum from the employee.

Termination due to loss of membership in good standing: First pay period after receipt of notification in Payroll Office.

Termination due to loss of exclusive recognition on which allotment was based: First pay period after date of receipt of notification in Payroll Office.

Termination of a dues allotment because of the employee's separation or movement outside the bargaining unit will be effective on the same date as the action to separate or move the employee.

SECTION 6. 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. 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. 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 administrative support center for processing. An untimely request shall be returned to the employee.

SECTION 7. Union grievances on alleged violations of this Article will be submitted by the President, NWSEO, or designee, to the NOAA Labor Relations Officer or designee, within 30 calendar days of the action or condition giving rise to the action. Decisions by the NOAA Labor Relations Specialist or designee, shall be rendered in writing no later than 30 calendar days following receipt of the grievance.

ARTICLE 30 - Telework

Use of Telework at the Aircraft Operations Center will be in accordance with the NOAA Telework Policy dated November 28, 2003 and the NOAA Marine and Aviation Operations Telework Addendum dated October 2004.

