

A G R E E M E N T

BETWEEN

NATIONAL ENVIRONMENTAL SATELLITE SERVICE  
OFFICE OF OPERATIONS  
CDA STATION  
WALLOPS ISLAND, VA.

AND

NATIONAL WEATHER SERVICE EMPLOYEES ORGANIZATION  
AFL-CIO AFFILIATE OF MEBA  
REGION 8, BRANCH 1

NOVEMBER 1979

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## ARTICLE 1

### PRECEDENCE OF LAW AND REGULATION

Policies, regulations and procedures established under and decisions issued under E.O. 11491, 11616, 11636, 11787, and 11838, or under any other Executive Order, as in effect on January 11, 1979, shall remain in full force and effect until revised or revoked by the President, or unless superseded by specific provisions of 5 US Code, Chapter 71 or by regulations or decisions issued pursuant to 5 US Code, Chapter 71.



## ARTICLE 2

### PURPOSES OF AGREEMENT

Management (NESS, Office of Operations, CDA Station at Wallops, VA.) and the Union (NWSEO, AFL0-CIO, Region 8, Branch 1 at CDA Station, Wallops, VA.) agree to establish appropriate machinery, as hereinafter provided, for joint consultation or negotiation, as defined in 5 US Code, Chapter 71, for the promotion of employee-management cooperation. It is recognized that all eligible employees who are included in the unit accorded exclusive recognition have the right to participate in the management of the Union and to act for the Union in the capacity of a representative including the presentation of their views to officials of the Executive Branch.

## ARTICLE 3

### RECOGNITION AND UNIT DESIGNATION

SECTION 1. Management recognizes the Union as the exclusive representative of all employees of the unit identified in Section 2 below. The Union recognizes the responsibilities of representing the interests of all such employees (without discrimination and without regard to Union membership) with respect to conditions of employment.

\*SECTION 2. The Unit is comprised as follows:

Included: All non-supervisory employees of the Command and Data Acquisition Station, National Environmental Satellite Service, Wallops Island, VA. MGMT ANALYSTS, COMPUTER SYSTEMS ANALYST,

Excluded: Supervisory, professional, managerial employees, temporary employees with no reasonable expectancy of continued employment, confidential employees and employees engaged in Federal personnel work in other than a purely clerical capacity.

ARTICLE 4  
MANAGEMENT RIGHTS

SECTION 1. Nothing in this Agreement shall affect the authority of management:

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency;
- b. To hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade, or pay, or take disciplinary action against such employees;
- c. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
- d. With respect to filling positions, to make selections for appointments from-
  - (1) among properly ranked and certified candidates for promotion; or
  - (2) any other appropriate source;
- e. To take whatever actions may be necessary to carry out the agency mission during emergencies; or
- f. To determine the numbers, types, and grades of employees

SET IN LAW

NO AA POSITIONS

or positions assigned to any organizational subdivision, work project, tour of duty, or the technology, methods and means of performing work.

SECTION 2. It is agreed that in making rules and regulations relating to conditions of employment, Management will give due regard and consideration to the obligation imposed by this Agreement, in accordance with 5 USC Section 7101.



## ARTICLE 5

### RIGHTS OF EMPLOYEES

SECTION 1. Each employee has the right, freely and without fear of penalty or reprisal, to form, join and assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as otherwise provided in 5 US Code, Chapter 71, the right to assist a labor organization extends to acting for the organization in the capacity of an organization representative, including presentation of its views to officials of the Executive Branch, the US Congress, or other appropriate authorities and to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.

SECTION 2. Each employee shall have the right to bring matters of personal concern to the attention of their immediate supervisor.

SECTION 3. An employee has the right to have both Management and the Union apply all applicable provisions of this agreement fairly and equitably to all employees of the Unit.

SECTION 4. Employees acting in an official capacity for the Employer shall not interfere with or attempt to interfere with any employee in filing a complaint, grievance, or appeal, or threaten to take any act of reprisal against any employee because the employee has filed or expressed an intention to file a complaint, grievance or appeal.

SECTION 5. Employees who knowingly make false or misleading statements in the pursuit of a complaint, grievance or appeal are subject to disciplinary action in accordance with agency regulations.

## ARTICLE 6

### RIGHTS AND OBLIGATIONS OF THE UNION

SECTION 1. The Union agrees to accept employees of the unit as members without discrimination as to race, creed, color, marital status, sex, age, physical handicap, national origin, or lawful political affiliation, or preferential or non-preferential Civil Service Status.

SECTION 2. The Union shall be given the opportunity to be represented at formal discussions between management and one or more employees or their representatives concerning any grievance or conditions of employment of employees in the unit. No meeting established for these purposes will be delayed in excess of three (3) calendar days in order for a union representative to attend nor will overtime be authorized.

SECTION 3. An employee may handle his/her own grievance, or may be represented by the Union or by an individual approved by the Union. However, the Union shall be given the opportunity to be represented at discussions between management and employees or employee representatives concerning the grievance resolution and at the appropriate time to make the view of the Union known. The

right of the union to be present does not extend to informal discussions of personal problems between the employee and supervisory officials. However, if such discussions involve decisions on personnel policies or other matters which management is obligated to discuss or negotiate with an employee organization designated as exclusive representative, such decisions will not be made by management until this obligation is discharged, and such decisions will not conflict with the basic agreement with the Union.

SECTION 4. The Union shall not call or engage in a strike, work stoppage or slow down, or condone any such activity.

\* SECTION 5. It is mutually agreed that all officials of the Union and Management will endeavor to settle differences informally at the lowest level of authority possible.

SECTION 6. The Union shall be entitled to act for and to negotiate agreements covering all eligible unit employees in the negotiation and administration of this Agreement and shall be responsible for representing the interests of all unit employees without discrimination and without regard to Union membership.



## ARTICLE 7

### MATTERS APPROPRIATE FOR NEGOTIATIONS AND CONSULTATIONS

SECTION 1. Management and the Union agree to enter into consultation or negotiation before implementing or changing any personnel policy or program formulated at Wallops CDA Station pertaining to matters that affect working conditions of unit employees.

SECTION 2. It is agreed that matters appropriate for consultation, or negotiations are personnel policies and practices related to working conditions which fall within the scope of authority of Management, and for which Management is required to meet and confer by Federal Law, including but not limited to such matters as safety, training, labor management cooperation, employee services, granting of leave, promotion plans, demotion practices, pay practices, reduction in force practices and hours of work.

\* SECTION 3. In order to expedite implementation of desired personnel policies and program modifications and changes, impacting on conditions of employment, it is herewith agreed that a copy of each proposed change will be dispatched by Management to the Branch Steward, no later than 15 calendar days prior to the proposed implementation date. Where the Union determines



response on the proposal is appropriate, the Union will submit such response to arrive not later <sup>than</sup> ~~that~~ 10 days after receipt of the proposal. Comments received on or before the 10th calendar day will be carefully reviewed with the intent to implement wherever appropriate. Failure to submit a response in the prescribed time frames shall constitute de facto agreement with the proposed changes and therefore not subject to further review under any procedure or mechanism legal, statutory or negotiated.

SECTION 4. Should a dispute occur between the parties over the meaning and/or intent of a regulation or part thereto, the parties will jointly draft a statement seeking the originating level's interpretation of the disputed regulation or part and dispatch the statement to the writer of the regulation. The originator's interpretation shall be binding on both parties.

SECTION 5. Should a dispute between the parties occur over the negotiability of any matter, the parties will request a determination be made by the appropriate authority (FLRA).

SECTION 6. Should the Union elect consultation, a special labor-management meeting as prescribed in Section 1, Article 8, shall be convened for the purpose of obtaining, and giving due regard to, the Union's views on the proposed action. Should the Union elect to negotiate, the parties shall meet and confer upon the

proposed action at a mutually agreeable time. Notice of election to consult shall waive the Union's right to bargain upon the proposed action under this section.

SECTION 7. It is agreed that when during the negotiation process, either party declares an impasse and neither party has requested the service of the Federal Service Impasse Panel (FSIP) within five (5) days, the Employer may effect the proposed change in accordance with the last proposal made by Management and appropriate notice is given to the Union as to when the changes are intended to be put into effect.

## ARTICLE 8

### LABOR MANAGEMENT RELATIONS

SECTION 1. A Joint Labor/Management Committee shall be established (consisting of not more than two (2) representatives from the Union local and two (2) from management. Additional participants may be invited to attend by mutual agreement. This Committee shall normally meet every other month for the purpose of the settlement of problems and the improvement of communications and cooperation between the parties. The Committee shall give consideration to such matters as: the interpretation and application of this Agreement; the interpretation and application of rules, regulations, and policies; the correction of conditions making for grievances and misunderstandings; the promotion of education and training; the safeguarding of health, and advise on the safety effectiveness program; and the strengthening of the morale of the unit. Sessions will normally not exceed a two (2) hour period. Special meetings will be held at the request of either party. Employees who are union representatives will be on official time if on duty at the time of the meeting.

SECTION 2. Agenda items will be exchanged at least three (3) administrative work days before each regularly scheduled

committee meeting date. Agenda items will be exchanged at least two (2) work days before each non-regularly scheduled meeting date. One designated Branch and management representative will be responsible for maintaining orderly discussions. Non-agenda items will be discussed if agreed to by both parties.

SECTION 3. A summary will be made of any understanding reached at these meetings. Management agrees to record and to have the summary typed. Management and the Branch will sign the summary. Only the jointly signed summary may be posted.

SECTION 4. It shall be the practice to initially consider and, if possible, settle each matter of dispute between Management and the Union at the point nearest to its origin and/or at the lowest level of where authority for decision exists. Matters will ordinarily not be considered by the Committee until effort(s) have been made to reach agreement at lower levels. If not resolved, the parties will forward a joint statement of positions and impact; one copy to the Branch Steward, NWSEO and one copy to the Chief, Satellite Operations Division. These parties will attempt formal resolution, which, if unsuccessful will require a written decision by the Director, Office of Operations.

SECTION 5. Whenever management or the Union takes the position that a particular subject matter is not appropriate for consultation, or discussion, as the case may be, it shall specify the reason or reasons for its position in writing.



## ARTICLE 9

### UNION REPRESENTATION

SECTION 1. Management will recognize four (4) stewards, who will be representatives of unit defined in Article 2. The Branch will provide the Station Manager with a roster containing the names, home address and phone number of all stewards within five (5) administrative days after the effective date of this Agreement. The Branch will notify the Station Manager, in writing, of any changes to the roster within 30 days. Unless so designated in writing, no employee may be recognized as a Union Official.

\*SECTION 2. The Union shall be granted 208 hours, annually, for official time for representational duties in accordance with Section 3 below. This "bank of time" shall commence with the date of signing of this Agreement and all accrued official time remaining shall expire at the end of each anniversary year. It shall be the responsibility of the Union to maintain and apportion the use of official time in accordance with Section 9 of this Article. The Employer agrees that upon reaching a balance of 75 hours, to reopen this section of Article 9 to negotiate an additional number of hours for representational duties for

the remainder of that year. The Union agrees to provide the proof that hours used and hours to be increased are in accordance with the terms and conditions of this Agreement.

SECTION 3. Union stewards will be granted official time as specified in Section 2 to engage in the following representational activities for unit employees which are of mutual interest to both Management and the Branch.

- a. Receiving, investigating and attempting to resolve informally employee grievances;
- b. Preparation and presentation of formal grievances in accordance with Article 10.
- c. Preparing for arbitration in accordance with Article 11;
- d. Preparing and presenting issues before the Federal Labor Relations Authority (FLRA);
- e. Any other representational time required by the terms of this agreement;
- f. Representational opportunities as afforded by 5 USC Section 7114 (a)(2), and as prescribed in 5 USC Chapter 71.

SECTION 4. The following representational activities are excluded from the requirements of Section 2 above.

- a. Meeting with management in accordance with Article 8.
- b. Arbitration hearings in accordance with Article 11.

- c. Representational time to receive information, briefing or training in accordance with Article 12, Section 4.
- d. Considering and preparing responses to proposed management directives when the Branch has been specifically requested to do so by management.

\* SECTION 5. The stewards shall obtain the permission of their supervisor and the supervisor of the section they intend to visit, citing briefly the specific action to be accomplished, where, and by what means. Where Labor Management business is such that use of FTS lines to talk with management officials will facilitate actions, such use is authorized provided prior approval of the supervisor has been obtained and a written record of time, place, to whom and by whom is provided the supervisor. (See Appendix I)

SECTION 6. Solicitations of membership and the conduct of internal union activities will be conducted during the non-duty hours of all concerned.

SECTION 7. When the stewards are performing their official representational duties the need for privacy may arise. Upon request, The Station Manager agrees to provide appropriate space, if available, to meet this need. The granting of this space will not disrupt or otherwise impair the mission of CDA Station.

SECTION 8. There shall be no restraint, interference, coercion or discrimination against the stewards because of the performance of their official representational duties. However, if the steward's use of official time for representational duties interferes with the proper performance of his/her official duties as an employee, the matter will be discussed with the steward in order to find a satisfactory solution. The initial discussion will be between the supervisor and the union official. If this discussion does not resolve this issue, either party may pursue it through the negotiated grievance procedure.

SECTION 9. Official time recording is a bilateral system set up to meet the OPM requirement that management maintain a record keeping system of official time used in the performance of representational duties.

- a. A log will be ~~maintained~~ by pay period to record authorized official duty time or FTS use approved for Union officials for representational duties. Format of the Log is at Appendix I.
- b. The log (Appendix I) shall be forwarded by the supervisor to the Station Manager, on a bi-weekly basis. When no official time has been used by a steward during a particular week, the steward shall so certify on the report. The appropriate supervisor shall initial the report.



- c. No official time other than that provided for in this Article shall be authorized without prior written request and permission from the Station Manager.

SECTION 10. Management agrees that the Branch Steward is authorized to consult with the Station Manager on matters which may be of unit-wide concern or in individual cases which may be of such gravity that such action is deemed appropriate. Meetings with Management shall be pre-arranged between the parties. The Branch Steward and/or Management may request attendance by appropriate management and Union representatives.

SECTION 11. Non-unit representatives of the union shall be granted access to Management premises upon request. Each request shall be subject to a one-week advance clearance with the Station Manager and shall:

- be in writing
- identify the purpose

Meetings will be arranged by mutual agreement.

SECTION 12. Each steward shall represent the employees of a shift where no steward has been appointed and shall do so without wage cost to the Employer because of his/her activities as a steward on a shift other than his/her own. The original union representative in a grievance shall normally stay with the grievance through the formal stage.



REPRESENTATION TIME LOG

Name \_\_\_\_\_

Payroll Period Beginning \_\_\_\_\_

Date	TIME Beginning	Ending	Purpose	Steward & Supervisor's Initials

ARTICLE 10

GRIEVANCE PROCEDURE

SECTION 1. The purpose of this article is to provide a procedure for prompt and equitable resolution of dissatisfaction between the parties. This procedure is the exclusive method available to the parties for resolution of all issues, including interpretation and implementation of this agreement or portions thereof, except as follows:

EXCLUDED BY LAW  
CAN'T BE GRIEVED

- a. Actions resulting from involvement in prohibited political activities.
- b. Actions relating to retirement, life and/or health insurance, awards and recognition.
- c. Actions relating to any examination, certification, or appointment.
- d. A suspension or removal predicated or accomplished in the interests of national security.
- e. The classification of any position which does not result in the reduction in grade or pay of an employee.
- f. Non-selection for promotion from a group of properly ranked and certified candidates, or a lateral reassignment.
- g. Any issue where there is no personal relief to the grievant.

BOB - BIRCHFIELD

JACK -

- h. Any issue concerning disciplinary action to be or taken against another person, as stated in 5 US Code 552(A), the Privacy Act.
- i. Any issue where statutory appeal or complaint systems have been implemented.
- j. Complaints or appeals from persons outside the bargaining unit.
- k. Release of information from agency files.
- l. Termination of probationary, term and temporary employees.
- m. Filling of positions outside the bargaining unit.
- n. Interpretation of regulations from higher authorities.

SECTION 2. Employees, the Union or Management when using this procedure may represent themselves or may elect to be represented by another so long as the person performing the representational duties is not prohibited from doing so by law, regulation or conflict or apparent conflict of interest. Where the grievant elects representation, in writing, by another person, any financial remuneration due for representational services is the sole and exclusive responsibility of the grievant.

SECTION 3. Since dissatisfactions and disagreements may occasionally arise with some people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on a grievant's good standing, performance, loyalty or desirability,

\*  
nor will any reprisal be taken for initiating such grievance. Similarly, the occurrence of an occasional grievance shall not be construed as reflecting unfavorably upon Management's quality of supervision or general management nor upon the union's competence or good intentions.

SECTION 4. Failure to adhere to the time limits expressed herein shall result in the grievance being advanced to the next higher step if Management incurs the delay. If the grievant incurs the delay, the grievance is dismissed. Extensions of time may be granted by mutual consent of the parties.

SECTION 5. Grievances based on unacceptable performance final decisions, removals, suspensions for more than 14 days, reduction in grade or pay, or furlough for 30 days or less where the statutory review procedures have not been selected by the employee, may be initiated at Step 3 of the negotiated grievance procedure (Section 6c, Article 10). Such grievances will be addressed to appropriate Management official. Grievances over suspensions for 14 days or less or reprimands will be initiated at Step 2 of the negotiated grievance procedure (Section 6b, Article 10).

\* SECTION 6. EMPLOYEE GRIEVANCES

The procedure will operate as follows:

- a. Step 1. The grievance shall be submitted in writing to



\*

the immediate supervisor within 10 calendar days of the action or condition giving rise to the grievance, or within 10 calendar days of return from a period of continuous approved leave begun prior to the date of the grieved actions or conditions. The written presentation will contain:

- (1) The identity, title and duty station of the aggrieved;
- (2) A specific and clear statement of the grievance;
- (3) A statement of the items, regulations or agreement alleged to have been violated citing specific paragraphs or articles, sections and subsections;
- (4) The corrective actions desired;
- (5) Designation of representative or statement of self-representation.

Upon receipt of the written grievance, the supervisor will arrange with the employee to meet on the next mutually agreeable work day (within 10 calendar days) for discussion of the grievance. Arrangements for the representative to be present is the responsibility of the grievant. Following the date of this discussion, the supervisor shall give a written decision to the employee within 10 calendar days. The appropriate Union steward, if not the grievant or representative, will be given the opportunity to be present at this adjustment which will not be inconsistent with the Agreement.



- \* b. Step 2. (1) If the matter has not been satisfactorily resolved under Step 1, then the grievant may submit the grievance, within 10 calendar days, to the Station Manager or the Chief, SOD, as appropriate. This written presentation will include the requirements outlined in Step 1 above, refer to the meeting between the supervisor and grievant, and include a copy of the supervisor's written decision. (2) within 10 calendar days following receipt of the Step 2 grievance, the grievance shall be investigated and the second step deciding official shall render to the grievant a written decision which is not inconsistent with this Agreement.
- c. Step 3. The employee may advance the grievance by submission with a copy of all documents developed during 1st and 2nd steps, within 10 calendar days, to the Director, Office of Operations, whose written decision shall be rendered within 10 calendar days after receipt of the 3rd step grievance.
- d. If the matter is still unresolved, only the Union or Management may invoke arbitration under the Provisions of Article 11, in accordance with 5 USC 7121 (b)(3)(c).
- \* e. Each management official against whom an employee or the Union proposes to grieve shall be notified in writing, in Step 2, specifically and in detail of the proposed grievance before formal procedures can begin.

Each management official cited in the grievance shall be entitled to be present and/or name a representative of his choosing to be present during all steps of the grievance procedure or any other adjudication process used.

SECTION 7.

a. An employee or groups of employees may present their grievances to Management and have them adjusted with or without the services of the Union. If presented without Union representation, such grievances may be adjusted without Union intervention, provided the adjustment is not inconsistent with terms of this Agreement and the Union has been given five (5) days advance notice of the grievance and an opportunity to be present at the adjustment.

b. Employees who choose to present their own grievances without intervention by the exclusive Union are not entitled to further review or consideration beyond the opportunity to present their grievance and have it adjusted, affirmatively or negatively. The decision of the Director, Office of Operations is final as to the employee or employees who choose to present their grievance without the intervention of the Union.

c. Should either party question the grievability/ arbitrability of a matter presented under the terms of this Agreement, such will be presented to an arbitrator in accordance with Article 11, Arbitration. Grievances which question, directly or

indirectly, interpretation of NESS policy, or NOAA or other higher authority policy or regulation, will not proceed to arbitration without determination of interpretation by the responsible agency office. The interpretation will be submitted to the other party and be binding on the arbitrator. The arbitrator will proceed to decide the merits of the grievance using this interpretation.

d. In adverse actions (5 USC Section 7512), EEO discrimination complaints, and removal or reduction in grade for unacceptable performance (5 USC 4403), the employee may use either the negotiated grievance procedure or the statutory appeals procedure (but not both). The employee shall be deemed to have exercised his option at such time as the employee timely initiates an action under the applicable statutory procedure or timely files a grievance in writing, in accordance with the provisions of the negotiated procedure, whichever event occurs first.

e. Neither new issues nor remedial actions sought may be raised by either party to the Grievance Procedure or during arbitration unless they have been raised at Step I of the Grievance Procedure.

SECTION 8. Grievances may be filed by management or the union based on an action that concerns an alleged violation of the provisions of this Agreement, or any supplement thereto. This is the sole vehicle for resolution of such charges.



- Management grievances shall be initiated in writing by the Director, Office of Operations, and presented to the Regional Chairperson within 30 calendar days of the action or condition giving rise to the grievance. Decisions by the Regional Chairperson shall be rendered in writing no later than 30 calendar days following receipt of the grievance. Should the issue remain unresolved, arbitration may be invoked by Management.

- Union grievances shall be initiated in writing by the Regional Chairperson and presented to the Director, Office of Operations, within 30 calendar days of the action or condition giving rise to the grievance. Decisions by the Director, Office of Operations, shall be rendered in writing no later than 30 calendar days following receipt of the grievance. Should the issue remain unresolved, arbitration may be invoked by the Union.

SECTION 9. If any employee resigns, dies, or otherwise leaves the NESS employment rolls by any action before a decision is reached on a grievance which is being processed and no compensation issue is involved, action will be stopped and all interested parties will be notified that the case is being closed without decision. A copy of this notification will be made a part of the case file.

SECTION 10. NESS employees participating as witnesses in a grievance will be considered to be in a duty status during such participation except that no overtime is authorized.

SECTION 11. If, at any step, the parties to the grievance agree that no misinterpretation or misapplication occurred, or they agree to the means of adjusting an acknowledged agreement violation, they shall state their agreement in writing, signed by all parties. This will constitute the final resolution of the grievance. It is further agreed that in the interest of efficiency, once a specific issue has been grieved and a final decision rendered, no grievance on the same issue will be accepted by any party to this agreement.

SECTION 12. Management, upon request by the Union, will permit the Union to review all pertinent records for the purpose of substantiating the contentions or claims of the grievance, except those prohibited by statute or regulations outside of management's control. The Union, upon request by Management, will permit Management to review all pertinent records in possession of the Union concerning the grievance.

SECTION 13. It is agreed that every effort will be made by Management, the Union, and the aggrieved party(s) to settle grievances at the lowest possible level. Unfair labor practices (5 USC Section 7116), shall not be utilized to resolve issues in dispute involving the interpretation and application of this Agreement.



ARTICLE 11  
ARBITRATION

SECTION 1. The parties agree that prior to considering arbitration, every reasonable effort shall be made to resolve arbitrable grievances and will direct their efforts and resources toward achieving that goal. If such efforts fail, the grievances may, or the question of grievability/arbitrability may, upon written request of Management or the Union, whichever party is desiring arbitration, be referred to an arbitrator. Arbitration may be invoked only by the Union or the Employer.

SECTION 2. Arbitration will be invoked by submission of a written statement so stating to the other party not later than 10 calendar days after receipt of a final decision on a matter grieved through the required steps of Article 10 on matters mutually agreed as grievable. Within five (5) days initiating party will request from the Federal Mediation and Conciliation Service a list of five (5) impartial persons qualified to serve as arbitrators. A copy of this request will be provided the other party. Immediately upon receipt of this list, the receiving party will provide one (1) copy of the list to the other party.

SECTION 3. If the parties cannot mutually select an arbitrator from the list within seven (7) calendar days, then Management and the Union will alternately strike a name from the list until one remains. The remaining person will be the duly selected arbitrator. The initiating party will strike the first name.

SECTION 4. Following selection of the arbitrator and indications of his/her availability, the parties will attempt to agree in writing upon the precise issue(s) to be decided and will submit a joint statement to that effect in advance of any arbitration proceedings. The statement will present in question form the matter upon which the arbitration is sought and shall include the agreement provisions governing arbitration. If the parties are unable to concur, each party will specify the issue in writing with copies to each other and the arbitrator. The initiating party shall include with its statement of issues the redress it expects from arbitration. The arbitrator shall determine the issue(s) to be heard. The arbitrator will limit the award solely to the resolution of the issue(s) as specified in writing by the initial statement or statements as specified by the parties, and nothing further.

SECTION 5. The arbitration hearing will normally be held on the Employer's premises during the regular work hours, Monday through Friday. The Union agrees to notify the Employer, in writing, at

least five (5) workdays before the hearing date, of any employee witnesses it intends to call, so that arrangements may be made for the use of official time if possible. However, under no circumstances will overtime or compensatory time off be authorized under this section for either participants or witnesses called.

SECTION 6. At the arbitration hearing, the party requesting arbitration will present its case first and will have the burden of proving its case. The only exceptions to burden of proof on the initiating party will be when the issue is the merits of an adverse personnel action having statutory review (appeal) procedures available and the issue has been raised solely under the negotiated grievance procedure. In this sole situation, the burden of proof on the Employer is: for disciplinary actions based on personal acts or omissions--the preponderance of evidence; for inefficiency--substantial evidence of defective (unsatisfactory) performance in one or more major duties as described in the individual's official position description and written performance standards. The other party will follow by presenting its case. Each party has the right to submit evidence in rebuttal.

- a. All witnesses will be sworn and no witnesses may be present in the hearing room except while testifying.
- b. Post-hearing briefs may be submitted.

SECTION 7. If both parties agree that no hearing is necessary,

the parties will so advise the arbitrator. The arbitrator will advise both parties in writing as to what issue or issues will be decided before requesting or accepting evidence, briefs, or other written documents submitted by the parties. Upon receipt of that information each party may submit written evidence, agreements or briefs to the arbitrator and other party, simultaneously.

- a. The arbitrator will specify the date by which all evidence and arguments must be submitted to him/her, with the date to be no earlier than 10 days after receipt of the tentative issues to be decided by the arbitrator.
- b. Written briefs may be submitted after the date all evidence must be submitted.

SECTION 8. In fashioning an award, the arbitrator shall not add to, subtract from, or otherwise modify any of the terms of this Agreement; nor shall the arbitrator substitute his or her discretion for that of the Employer or the Union where either party has such discretion by virtue of the terms of this Agreement. The arbitrator shall interpret the existing provision(s) of the agreement and apply them to the specific facts of the grievance. The award shall conform to law, executive orders and rules and regulations of appropriate authorities.

SECTION 9. The cost of arbitration, if any, shall be shared as follows:



- a. Arbitrator's fees and expenses shall be shared equally by the parties.
- b. If a transcript is required by the arbitrator, and/or it appears the grievance may subsequently be heard by MSPB or EEOC, the cost shall be shared equally by the parties. When a transcript is not required by the arbitrator, but either party desires a transcript, the requesting party shall bear the cost. If both parties desire a transcript, the costs shall be shared equally. The transcripts, where required by the arbitrator or by mutual agreement of the parties, shall be executed by a certified court reporter.
- c. All other costs which the parties mutually agree to incur shall be shared equally.
- d. Travel and other costs for management representatives and witnesses: paid by the Employer.
- e. Travel and other costs for Union representatives and witnesses: paid by the Union.

SECTION 10. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

SECTION 11. The arbitrator will be requested to render an award as quickly as possible, but in no event later than 30 days after the conclusion of the hearing, the period during which the

arbitrator will accept evidence, or the filing of post-hearing briefs, whichever occurs later, unless the parties agree to a longer time. In rendering the award, the arbitrator will present to both parties a written opinion stating clearly the decision, award and underlying reasoning. The opinion will state specifically what issue or issues the arbitrator decided.

SECTION 12. Either party may file exceptions to an arbitration award with the Federal Labor Relations Authority under regulations prescribed by the Authority. The filing of such an exception shall act to stay the effect of an award until final adjudication by the FLRA.

## ARTICLE 12

### LEAVE

SECTION 1. Annual Leave - Definitions:

Scheduled Annual Leave - Leave requested and approved prior to preparation of the official work schedule.

Unscheduled/Unforeseen Leave - Leave requested and approved after preparation of the official work schedule.

SECTION 2. Employees are responsible for requesting and using leave of any kind in accordance with the leave regulations of the NOAA Personnel Handbook, Chapter 12.

SECTION 3. ANNUAL LEAVE

- a. Employees shall earn and be granted annual leave in accordance with applicable laws and regulations. Careful consideration shall be given the desires and needs of the employees in granting annual leave, subject to operational requirements. Employees will be given an opportunity to discharge all annual leave earned during the leave year.
- b. It is agreed by the parties that it is a mutual obligation to schedule annual leave in accordance with the

provisions specified in this Article and the above quoted regulations, so that no employee shall be placed in the position of forfeiting annual leave at the end of the leave year.

- c. The primary consideration in approving or disapproving leave request shall be the impact of such leave on accomplishment of the CDA Station mission. Reasonable efforts will be made to give employees the opportunity to discharge all annual leave earned during the leave year which would exceed the carry over provisions defined by Federal regulations. An employee may not be placed on annual leave without his/her consent solely to discharge accrued leave unless the employee has been previously counseled on potential loss of excess accrued annual leave, has been accorded an opportunity to schedule such excess, and by November 1 of the current year, has not properly scheduled use of annual leave subject to forfeiture at the end of the leave year. Counseling shall be documented by the supervisor and initialed by the employee. It is the sole responsibility of the employee to plan and request all annual leave during the leave year sufficiently in advance to avoid loss of leave, to minimize problems in work scheduling, and eliminate the potential burden on the CDA Station and fellow employees relating to the scheduling of multiple leave requests.



- d. Management, due to requirements for shift operations, must utilize the total year for leave scheduling. Employees' desires for planned annual leave must be scheduled as far in advance as possible and in all cases, except as indicated elsewhere in this Article, prior to preparation of the official schedule as specified in Article 13.
- e. Summer leave must be requested in writing on SF-71, by March 1. Failure to submit the SF-71 by March 1 may result in the employee not getting consideration for the desired days off. Summer leave period is defined as May 1 through October 1. Reasonable effort will be made to grant employees at least two (2) consecutive weeks of leave. Where not restrictive to establishment of an equitable work schedule, it is desirable to allow two (2) days off at the beginning and end of the 10-day leave period. The summer leave schedule shall be posted no later than April 30. Conflicts in request for annual leave will be resolved by whatever agreement is reached between employees. Leave requests on SF-71 for other than summer leave will be answered within five (5) calendar days. It is agreed and understood that schedule changes are necessary to grant annual leave. This may include changing the official schedule after posting.

- f. Unforeseen or unscheduled leave may be authorized when personnel are available and the shift can be filled by qualified employees or when a local workload adjustment can be made. While employees do not have to give a reason when requesting such leave, approval may hinge on the need for the absence. Such leave must be requested as far in advance as possible.
- g. Employees will be granted emergency annual leave in the event of death, critical illness or serious injury requiring hospitalization of an immediate relative, as defined in FPM Chapter 630-19 (S-8).
- h. When annual leave is refused, the supervisor shall discuss the reasons for denial with the employee. All requests for leave will be by SF-71. SF-71 approval or other approval shall not guarantee the leave can be granted. Personnel shortages, conflicting requests, etc., may necessitate a change in leave periods or cancellations after initial approval. Whenever he/she cancels or changes previously approved annual leave, the supervisor will provide a written explanation for his/her decision.
- i. Requests for advanced annual leave, as authorized under NOAA Personnel Handbook, Chapter 12 shall be furnished to approving officer at least two weeks before the date the

requested leave would begin. Failure to do so will provide a prima facie basis for denial.

- j. When a supervisor charges leave for tardiness, the employee will be so notified and will not be required to work during the charged leave period.

#### SECTION 4. OTHER LEAVE

- a. Leave without pay shall be granted to not more than one of the members of the Union to serve with NWSEO for one year if requested, in writing by the Union. An extension may be considered for the second year upon request in accordance with A.O. 202-630.
- b. When an employee is on leave without pay under the provisions of the Agreement, the employee shall be entitled to return to a job of like seniority, status and pay.
- c. Provision for leave of absence for formal education purposes will comply with the Federal Personnel Manual, Chapter 630.
- d. Management agrees to grant Union officers or stewards, <sup>(ADM LEAVE)</sup> who are full-time employees in the bargaining unit, excused absences not to exceed three (3) days per year, in the aggregate, to receive information, briefing, or orientation relating to matters of mutual concern to the employing agency and the employee in the capacity of employee organization representative. Such request for

use of this excused absence will be considered on a case by case basis. The Union bears the responsibility for showing in what way the representative's participation in the Union meeting, conference or convention will have the required benefit for management. It is understood that for these purposes, the period of excused absences for each separate meeting, conference or convention, normally, do not exceed eight (8) hours per individual.

SECTION 5. BLOOD DONORS

Up to four (4) hours excused absence may be granted to employees who donate blood to the Red Cross or in emergency situations to local hospitals, immediately following the donation, but exclusive of the lunch period. However, the specific time of donating is subject to operational requirements. Such leave must be taken on the day that the blood is donated.

SECTION 6. LEAVE WITHOUT PAY (LWOP)

Leave without pay is a temporary non-pay status and absence from duty upon the employee's request and which is approved by the supervisor. Leave without pay covers only those hours which an employee would otherwise work and be paid. It does not include non-pay status on days for which the employee would be compensated on an overtime basis and does not include days on which the



employee is not scheduled to work. LWOP is granted in accordance with NOAA Personnel Handbook, Chapter 12.04.

SECTION 7. SICK LEAVE

- a. The Union and Employer recognize the insurance value of accrued sick leave and encourage employees to conserve sick leave so it will be available in case of extended illnesses.
- b. Sick leave, if available, shall be granted to employees when they are incapacitated from the performance of their duties by bona fide illness or injury, or in other circumstances as set forth in applicable regulations. Advance sick leave may be authorized in accordance with NOAA Personnel Handbook, Chapter 12.
- c. When absence from duty exceeds three (3) consecutive work days, it must be supported by either a medical officer's certification that the employee was incapacitated for duty for the entire period with the reason for the incapacitation or, a signed statement by the employee stating why he/she did not seek medical care and certifying the absence was due to personal incapacitation for duty and the reasons therefor. The employee's statement is subject to approval by the supervisor.

- d. Employees desiring medical, dental or optical examination or treatment shall attempt to schedule such appointments after or before work hours or on non-work days. Where such scheduling is not possible, requests for sick leave to cover such examination or treatment shall be submitted immediately upon obtaining such an appointment and will specify the date and time of the planned appointment.
- e. Employees are responsible for notifying their immediate supervisors (or the supervisor's designated representative) when they will be prevented from reporting for work because of incapacitation for duty. Notice and request for sick leave will be given as soon as possible and for operational shift personnel normally no later than two (2) hours prior to the start of the employee's scheduled shift on the first working day of absence.

SECTION 8. LEAVE REQUIREMENTS LETTER

Employees who abuse leave regulations may receive a leave requirements letter specifying how leave is to be requested and used. A copy will be placed in the employees' OPF for so long as the letter is in effect. The leave requirements letter may require a medical certificate to substantiate requests for approval of sick leave for three (3) work days or less. Any absences not requested or used in accordance with the requirements letter will be charged to AWOL. A leave requirements letter

cannot be issued to an employee unless Management has first orally informed the employee about leave abuse. The requirements letter will be reviewed every year on the anniversary date, by Management, the employee concerned, and the union representative. Management reserves the right to make the final determination of the necessity for continuation of termination or this requirement at any time.

SECTION 9. ABSENCE WITHOUT LEAVE (AWOL)

"AWOL" is defined as absence from duty without prior approval. The employee must give the supervisor an explanation for not having requested such absence. If the explanation is unsatisfactory, the time lost will be charged to AWOL, and the employee will not be paid for such period. Disciplinary action (oral or written reprimand, suspension, removal, whichever is appropriate) will be taken for all periods of AWOL. AWOL is applied in accordance with the NOAA Personnel Handbook, Chapter 12.05.

SECTION 10. MATERNITY LEAVE

- a. An employee who is pregnant has an obligation to her employer to report her intent to request leave for maternity reasons, including the type of leave, approximate date, and anticipation of duration, in order that the necessary staffing adjustments may be made.

b. When there is any question about the pregnant employee's physical ability to perform her job without hazard to her health or the health of the unborn child, the employee should consult her own physician on this matter, and notify the Employer in writing of any specific restrictions.



## ARTICLE 13

### WORK SCHEDULES, OVERTIME, HOLIDAY AND ADDITIONAL PAY PROVISIONS

#### SECTION 1. DEFINITIONS

Workday: A duty period of eight (8) hours in which the duty is performed in no more than nine (9) consecutive hours.

Basic workweek: A period of forty (40) hours, comprised of five (5) eight (8) hour workdays.

Administrative workweek: A period of seven (7) consecutive calendar days, Sunday through Saturday, within which the basic workweek is included.

Overtime: Work authorized and performed in excess of the basic workweek or workday, regardless of whether compensated for by cash or compensatory time.

For the purposes of this agreement, overtime consists of two (2) distinct types: (a) scheduled overtime and (b) irregular or occasional overtime.

- a. SCHEDULED OVERTIME: This is work scheduled by Management prior to the beginning of the administrative work week in which it occurs.

- b. IRREGULAR OR OCCASIONAL OVERTIME: Work which was not scheduled prior to the beginning of the administrative work week in which it occurs, but which is determined by management to be necessary.

Work Schedule: Specific hours for scheduled workdays within the administrative workweek.

Rotating Shift Cycle: A shift cycle is six consecutive work days followed by two days off; but with shift times changing with each eight-day cycle.

SECTION 2. Tentative or planning shift work schedules shall be developed and used without change unless such change is found necessary by the supervisor due to unforeseen events such as, but not limited to, leave schedules, mission changes or staff changes.

SECTION 3. In multiple shift operations, shift types, scheduled days off, holidays, Sunday and night work should be equitably shared over long period of time by qualified employees in the same job classification. Exceptions to this policy may be made for humanitarian, educational, or other good reasons through local consultations between the supervisor and the designated union steward. Management will develop a guidance schedule to show in general terms the hours of duty and cycling sequences anticipated for the guidance period. The guidance schedule period is established as 12 months.

SECTION 4. Formal shift schedules herein referred to as "Official Schedules" will be posted two pay periods before the end of the current pay period to cover the next two (2) pay periods. The schedules will be retained for a period of one year following the last day of the period they cover.

SECTION 5. The standard work week for administrative personnel shall be determined by Management.

SECTION 6. There will be a minimum of 11 hours turn around time between scheduled shifts unless the person(s) concerned agree to lesser time. The time refers to the basic work day.

SECTION 7. Except with the concurrence of the affected employee, or if no qualified employee is available to take his/her place, total hours of work during any day shall not exceed 16 hours.

SECTION 8. Administrative personnel shall be on a five-day work week unless specific arrangements have been established between management and the employee to utilize compressed work hours, or other test programs.

SECTION 9. OVERTIME

- a. Overtime work assignments shall be distributed equitably among qualified employees, consistent with workload

requirements. First consideration shall be given to those employees who are currently assigned to the job. Management agrees to make every reasonable effort to give employees as much notice as possible when overtime is required, and further agrees to give due consideration to the employee's personal circumstances, subject to fulfilling the mission of the Wallops CDA Station, and NESS.

- b. Management agrees that an effort will be made to relieve an employee of an overtime assignment to meet a personal need, provided that employee has in Management's opinion a legitimate reason and a qualified replacement is available to take the employee's place. However, if Management is unable to find a replacement, the employee must work the overtime.

SECTION 10. Management will monitor records of overtime distribution within their respective areas to insure that overtime has been assigned equitably. Management will make available to the Union, upon written request, current records of overtime assignments of employees to aid in resolving individual claims of unfair and inequitable time assignments. For the purpose of these records, when an employee declines an overtime assignment which is approved by the supervisor, the relief is considered a period worked.



SECTION 11. Overtime pay is additional pay for work performed which is compensated by either compensatory time off at an hour for hour ratio, or by monetary increase at the rate of one and one half times the basic pay. Compensation will be in strict accordance with NOAA regulations, the Federal Personnel Manual, and Fair Labor Standards Act. Non-exempt employees under the Fair Labor Standards Act may request their overtime be returned as compensatory time by submission of a written statement of that effect to the immediate supervisor. In the absence of such a written request from employees who are non-exempt under the Fair Labor Standards Act the employees will receive monetary compensation for the overtime performed.

SECTION 12. HOLIDAYS

When a holiday or a day observed as a holiday falls on a regularly scheduled non-workday of employees whose basic workweek is other than Monday through Friday, the employee's holiday will be determined in accordance with Chapter 11, Section 4, NOAA Personnel Handbook. If the employee is required to work on a day designated as a holiday, the employee shall be paid in accordance with holiday pay provisions.

SECTION 13. ADDITIONAL PAY PROVISIONS

The operation of the Wallops CDA Station is a prime NOAA mission which is staffed by essential employees, so designated by

Management. Any authorized premium pay shall be paid in accordance with applicable rules and regulations. Questions or interpretations not easily resolved will be referred to the Office of Personnel.

SECTION 14. Employees are not authorized to perform official duties outside of their established tour without the specific approval of their supervisor.

SECTION 15. If an employee believes that he/she has not been properly relieved at the end of a tour of duty, the employee will immediately notify the supervisor who shall then determine if the employee remains on overtime or is properly relieved.

## ARTICLE 14

### APPOINTMENTS, REASSIGNMENTS, AND PROMOTIONS

SECTION 1. All vacancies shall be filled without regard to age, race, color, religion, national origin, marital status, sex, physical handicap, political affiliations, employee organization affiliation, or personal favoritism except as may be authorized or required by law. The following definitions apply under this article:

- a. Appointment - the initial appointment of an employee from outside the agency either by promotion, lateral, or change to lower grade from another federal agency or from selection under an initial appointment program.
- b. Reassignment - lateral movement of an employee from one position to another position within the agency.
- c. Promotion - the action taken when an employee is changed from one classification act job to another of higher grade, or a job in a different pay method category.
- d. Competitive Procedure - The process of evaluating candidates by assessing the degree to which they possess the knowledge, skills, abilities, and personal characteristics needed for successful performance in the job to be filled, and ranking them in order of merit relative to each other.

- e. Qualified Candidates - those candidates for a vacancy who meet the minimum eligibility and qualification requirements, including approved selective placement factors.
- f. Priority Consideration - the referral of an employee ahead of all other candidates not also entitled to the same or a higher order of consideration.
- g. Position Vacancy - an unfilled position, created by the establishment of a new position or by the promotion transfer, reassignment, retirement or other movement of an incumbent out of a position.
- h. Best Qualified - These promotion candidates who rate at the top when compared to other candidates. Members of this group are certified on promotion certificates.
- i. "Timing and Intent" - Advancement to the journeyman level is the intent and expectation in the career ladder system. However, promotions within career ladders are neither automatic nor mandatory. There is no guarantee that an employee in a career ladder will be promoted, nor a commitment that a promotion will be made at any set time. Promotions will be effected as the employee's performance demonstrates readiness to assume more difficult duties at the next higher level and as other legal requirements (e.g., time-in-grade) are met.



- j. "Basis for Promotion" - Time-in-grade requirements establishes the minimum time within which career promotions may be made. They do not, however, constitute a basis for promotion. Promotions within career ladders are to be made only when (1) the employee has performed successfully at this current grade level and (2) his/her performance indicates that he/she is ready for assignments at a higher level and ultimately can be expected to perform at the journeyman level.
- k. "Minimum Time" - "Employees in career ladders will be considered for promotion when they meet time-in-grade requirements; they will be promoted only as they meet established promotion criteria."

SECTION 2. The union and the employer agree that the purpose of the Merit Promotion Plan is to insure that candidates are given full and fair consideration for advancement and to insure selection from among the best qualified candidates. It is further agreed that these procedures must be administered in such a way as to develop maximum employee confidence and to achieve the purposes of the plan as simply and as effectively as possible.

SECTION 3. APPLICABILITY OF COMPETITIVE PROCEDURES

- a. When a vacancy in the unit of recognition is filled by competitive procedures, it will be filled from among the best qualified candidates.
- b. The following actions, not all inclusive, may be taken non-competitively, unless otherwise provided:
  - (1) Promotion of the incumbent of a reclassified position or of an individual having reemployment rights to that position will be taken non-competitively when:
    - (a) the reclassification is the result of gradual accrual of duties and the individual has performed these duties satisfactorily over a reasonable period of time; or
    - (b) the reclassification results from a change in the content, interpretation, or application of classification standards.
  - (2) Details to higher graded positions which are for 120 days.

SECTION 4. VACANCY ANNOUNCEMENTS

Vacancy announcements will be issued in accordance with Chapter 06, NOAA Personnel Handbook.

## ARTICLE 15

### DETAILS/TEMPORARY PROMOTIONS

SECTION 1. A detail is an assignment on a temporary basis of an employee to perform duties not covered by the official description or definition of his/her position or rating for the temporary periods of time authorized by the Office of Personnel Management and DOC/NOAA regulations. It is agreed that details may be used to meet temporary needs of the work program of the activities when management officials determine that necessary services cannot be obtained by other desirable or practicable means. To the maximum extent feasible, details from the next lower grade will be rotated among employees in the unit. Details may be made appropriately under circumstances such as, but not limited to, the following:

- a. To meet emergencies occasioned by abnormal work load, change in mission, organizations, or unanticipated absences such as sick leave or emergency annual leave.
- b. Pending official assignment, pending description and classification of new position, pending security clearance, and for training purposes.

SECTION 2. When an employee in the unit is detailed to any

position in which the employee has had no previous experience, a reasonable break-in period with an experienced employee shall be provided.

SECTION 3. A detail to a higher grade position will be initially made for a maximum period not to exceed an aggregate of 120 calendar days in one calendar year. At the end of the 120th day, the employee will return to his/her regular position unless specifically notified by management of the continued need of the employee's services in the detail. Upon such notification, and if the employee fully meets all qualification requirements for the higher grade position, action shall be initiated by management to effect a temporary promotion the first day of the pay period following approval by Personnel. An employee temporarily promoted to a higher grade position must be fully qualified for the vacant position. Temporary promotions exceeding 120 calendar days shall be processed through competitive promotion procedures in conformance with Chapter 06, NOAA Personnel Handbook.

SECTION 4.

The selection for temporary promotion for less than 120 days will normally be made from among employees in the unit. Such selections will be based upon management's decision, as exceptions to the Merit Promotion Program. Such assignments, where feasible, will be rotated. Non-selection for temporary promotion will not



constitute a basis for a grievance. However, if a question is raised by the Union, Management will provide an explanation of such action.

## ARTICLE 16

### POSITION DESCRIPTION

SECTION 1. For the purpose of definition, position descriptions include major tasks, duties and responsibilities but are not all inclusive, and the extent of supervision received and/or exercised.

SECTION 2. Employees are entitled to a personal copy of their current position description and if any changes occur a copy of said changes.

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## ARTICLE 17

### POSITION CLASSIFICATION

SECTION 1. The Employer and the Union agree that proper position classification is prerequisite to sound personnel management and equitable compensation for Agency employees.

SECTION 2. Management has the right to assign duties. Supervisors will normally restrict the assignment of major duties to those specifically defined in the employee's position description and logical extensions thereof. Lesser duties and occasional duties which are not critical to accurate position classification may be required of any employees.

SECTION 3. The Personnel Officer or his designee will classify the position and issue the position description. Questions on position classification should be directed to the NESS Classification Specialist. Questions on position content and the position description, itself, should be directed to the supervisor concerned. The Personnel Officer does not assign duties to employees nor write their position descriptions.

SECTION 4. If an employee feels his/her position is not classi-

fied properly, the matter should first be discussed with the immediate supervisor. If unresolved, the question should be presented to the NESS Position Classification Specialist. If unresolved, the employee has the right to file a position classification appeal. Appeals may be filed directly to the Office of Personnel Management or with DOC, but not both. Once Management renders a decision, the employee may appeal to the Office of Personnel Management. Information on appeal procedures will be furnished by the NESS Classification Specialist, or by the Union.

SECTION 5. The Union may represent and counsel an employee at any stage of a position classification appeal, but may not be present during any investigative process deemed necessary by Management. Investigative findings, however, will be made available to the Union upon request.

SECTION 6. Position duties will not be misrepresented by any employee, or his/her representative for purposes of wrongfully obtaining a promotion.

SECTION 7. If Management determines that a position is incorrectly classified, corrective action will be taken at the earliest practicable date and no later than eight (8) weeks following



the date of the decision. There is no provision for retroactive pay increase or pay decrease, when a position is reclassified.

## ARTICLE 18

### ACCEPTABLE LEVEL OF COMPETENCE

SECTION 1. When the supervisor's evaluation leads to a conclusion that the employee's work may not be of an acceptable level of competence the supervisor shall provide the following to the employee in writing at least 60 days before the employee is eligible for a step increase, except as provided in Section 2 below.

- a. An explanation of each aspect of performance in which the employee's services fall below an acceptable level and how this renders the performance on the job as a whole below an acceptable level.
- b. A statement of the acceptable level of performance on each of those work aspects.
- c. Advice as to what the employee must do to bring the performance up to an acceptable level.
- d. A statement that the employee has 60 days in which to bring the performance up to an acceptable level.

SECTION 2. When the Employer makes a negative determination without the employee having received the above information 60 days in advance, as required above, the Employer shall make

another determination not later than 60 days after the date on which the employee completed the waiting period for the step increase. If this new determination is favorable, the step increase shall be made effective (retroactively if necessary) on the date on which the employee completed the waiting period for the step increase.

SECTION 3. A negative determination may be grieved under the provisions of Article 10 of this agreement.

## ARTICLE 19

### DISCIPLINE

SECTION 1. Management and the Union agree that:

- a. Corrective measures, including formal disciplinary actions, if necessary, will be taken by Management as a result of situations where an employee's conduct or performance falls below an acceptable standard. Management will make reasonable efforts to explore with an employee the source of any difficulty and suggest constructive ways to overcome such difficulty. Counselling of an employee is a private matter between the supervisor and the employee. Counselling is a friendly, businesslike exchange of information between employees and their supervisor. It is guided by the supervisor. It has the specific purpose of improving the employee's performance, conduct or knowledge of a subject related to his/her employment. The employee is not entitled to union representation during counselling sessions.
- b. Disciplinary action is personal to the employee receiving the action. Neither the Employer nor the Union will publicize actions taken to correct an employee's conduct or performance. Disclosure of information



concerning disciplinary actions taken against an employee is prohibited, except the information is available to the employee, Management and Union officials who have a need to know, or other individuals who have the written consent of the employee who received the disciplinary action. Management will set a time for the meeting which gives the employee a minimum of eight (8) hours to obtain representation.

SECTION 2. Management officials will:

a. Whenever they believe an employee has taken an act or action which constitutes delinquency or misconduct and which adversely affects the efficiency of the Federal Service take action to:

- (1) Determine the specifics of the incident including obtaining statements from NESS employee(s) having knowledge of the incident.
- (2) Determine if sufficient cause appears to exist to warrant proposing disciplinary action.
- (3) Discuss the incident with the employee (if available). The employee may request to have a Union representative present at investigation discussions.

b. Decide to propose or not propose disciplinary action using as a guide the Table of Penalties contained in NOAA Personnel Handbook, Chapter 13.

SECTION 3. Adverse actions shall remain a matter of record in accordance with NOAA regulations. The original and one (1) copy will be issued to the employee at the time of presentation. Adverse actions become a matter of record in the Official Personnel Folder.

SECTION 4. Decisions on proposed actions will be made based on review of information upon which the proposal was based and the employee's reply, if any. The final decision may sustain the proposal, may reduce the level of disciplinary action, or may reject disciplinary action.

SECTION 5. The following are not disciplinary actions:

- a. Terminations during probation;
- b. Abandonment of position; and
- c. Voluntary resignation.

SECTION 6. An employee may file an appeal to the Merit System Protection Board at any time during the twenty-day notice, beginning with the effective date of the adverse action, or under the provisions of Article 10 of this Agreement but not both.

SECTION 7. Some of the actions this article does not apply to are:

- a. Decisions of the Office of Personnel Management;
- b. Actions taken pursuant to specific instructions from OPM.
- c. Position classification or wage schedule decisions which do not result in the reduction in grade or pay of an employee.

SECTION 8. The arbitrator who finds reasonable cause for disciplinary action taken against employee(s) shall not have authority to set aside or reduce disciplinary action taken.

## ARTICLE 20

### TRAINING

SECTION 1. The Employer and the Union recognize that the training and development of employees is an important part of Office of Operation's program for efficient operations. The choice of subject matter, areas for training, selection and assignment of training priorities is a function of management, as is the responsibility for encouraging learning, providing on the job training and off the job assistance, to develop skills, stimulate and encourage employees' efforts at self development.

SECTION 2. The Employer and the Union recognize that each employee is responsible for applying reasonable effort, time, and initiative toward increasing his or her potential value through self-development training. The parties, therefore, agree to encourage employees to take advantage of training and educational opportunities which will add to the skills and qualifications needed to increase their efficiency in the performance of their duties and for possible advancement.

SECTION 3. The Employer and the Union agree that the Joint



Labor Management Committee will serve as an advisory forum on training recommendations.

SECTION 4. The Employer agrees that, subject to the availability of funds, selection for training will be based on the following factors:

- a. Need for training in relation to the job;
- b. Extent to which knowledge, skill, attitude or performance is likely to be improved by training;
- c. Length of time and degree to which NOAA, NESS, Office of Operations expect to benefit from training;
- d. Interest and efforts toward self-development and work improvement;
- e. Potential for advancement;
- f. Ability to pass the training on to others; and
- g. Probability of successful completion of training.

Selection for career-oriented training required for promotion shall be in accordance with competitive procedures in the NOAA Merit Promotion Program.

SECTION 5. Employees shall annually advise the Personnel Division of additional skills attained during the preceding year for inclusion of this information in the employee's Personnel file.

SECTION 6. Management agrees to make available to unit employees, the available current listings, brochures, or announcement of the job related training courses. The Employer further agrees to make available announcements of available correspondence courses and after hours educational courses to assist employees in their self-development plans.

SECTION 7. All new and reassigned employees will be provided with training, to the extent deemed necessary by Management whose decision is final, to meet the requirements of their job assignments. If an employee does not feel training is sufficient, he or she can make this known to Management who will make a determination and whose decision will be final.

SECTION 8. In instances where employees were invited to apply by management and did apply for consideration to attend external job related training courses, Management agrees to notify the applicants of their selection or non-selection for the training. In cases of non-selection, the reasons will be given to the employee when requested.

SECTION 9. Management agrees to fully consider the utilization of the training and experience of employees gained through training and individual career development plans.

SECTION 10. Management may make available to all employees enrolled in approved training courses such academic aids as duplicating equipment, typewriters, desk calculators, etc., if available on the premises of the unit, providing that the use thereof does not interfere with accomplishing the work of the unit.

## ARTICLE 21

### EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. The Union agrees to cooperate with Management in providing equal opportunity in employment for all persons to prohibit discrimination because of age, race, color, religion, sex, national origin, political affiliation, marital status or physical handicap and to promote full realization of equal employment opportunity through a continuing affirmative program.

SECTION 2. The Union will be furnished copies of the EEO (Affirmative Action) plans which apply to employees covered by this Agreement. Union input is encouraged and will be considered in the development of the NESS Affirmative Action Plan.

\* SECTION 3. The Branch Steward will submit a list of three (3) nominees to serve on the Station EEO committee. The Station Manager will select a union member and an alternate to serve for a period of two (2) years.



ARTICLE 22  
SAFETY AND HEALTH

SECTION 1. It is the responsibility of Management and the employees to provide and maintain safe working conditions. The Union will cooperate with and assist Management and the employees to live up to this responsibility.

SECTION 2. Management and the Union insist on the observance of safety rules and safe procedures by employees and insist on correction of unsafe conditions. It shall be the employees' responsibility to advise Management when they feel that a condition has arisen within their work area which they believe is hazardous to their welfare and general well being. Management shall investigate and if necessary, take steps to correct any such unsafe working condition.

SECTION 3. The Labor Management Committee will assist in the positive implementation of the program and will devote adequate time to this subject at the regular meetings.

SECTION 4. Individual grievances shall not be discussed during Labor Management Committee meetings devoted to safety and health.

SECTION 5. Whenever it is suspected that unsafe and/or unhealthy conditions pose a danger to the employees, such conditions will be reported directly to the Station Manager for corrective action. If the conditions cannot be immediately corrected, a report shall be sent to the Labor Management Committee.

SECTION 6. Employees may voluntarily participate in immunization programs when NOAA can provide such services. Arrangements for these programs will be made locally. The Union encourages the unit members to participate in NOAA Health Programs and any other services made available to the employees.

## ARTICLE 23

### TRAVEL AND TDY

SECTION 1. Travel and TDY shall be in accordance with applicable rules and regulations.

SECTION 2. Employees required to perform temporary additional duty involving travel will be given as much advance notice as conditions reasonably permit.

SECTION 3. It is agreed that employees performing temporary additional duty involving travel will be entitled to draw an advance allowance to the extent permissible under appropriate regulations, except where emergency conditions do not permit sufficient time to draw an advance. In such event, the employee upon submission of appropriate documentation may be advanced sufficient funds to cover the period of travel from the imprest fund.

SECTION 4. To the maximum extent practicable, all travel from duty station to TDY station or stations will be performed during the employee's regular scheduled tour of duty.

SECTION 5. When an employee is authorized to use his/her vehicle for TDY trips, he/she shall be reimbursed at the appropriate rate.



## ARTICLE 24

### REDUCTION IN FORCE

SECTION 1. The Union will be informed of any pending Reduction-in-Force (RIF) prior to official notification of employees. This notification to the Union will include the reasons for the RIF, the numbers, specific positions affected, and approximate date individual employees will be affected. The information furnished to the Union will be held in strict confidence. No specific information may be furnished to employees until a final decision is made. The Union can attend any meeting conducted by Management with Unit employees to explain the RIF procedure and answer any questions.

SECTION 2. In the event of a RIF, the Employer will attempt to place employees in continuing positions, who, otherwise would be affected by the action. The Employer will make an effort to mitigate the Reduction-in-Force.

## ARTICLE 25

### TRANSFER OF FUNCTION

Management agrees that prior to notification of employees of a transfer of function, the Union will be notified of any relocation of the unit. Management will inform the Union of any changes in personnel policies, practices or working conditions affected by this action. Management further agrees to invite the Union to provide comments on the proposed action. Management will attempt to assist in the placement of employees who decide not to follow the transfer of function.

ARTICLE 26  
CONTRACTING OUT

When contracting of functions normally performed by the unit is being considered by Management and when this consideration leads to the conclusion that career members of the unit will be adversely affected, Management agrees to notify the Union of the pending contract and to discuss the reasons therefor.

## ARTICLE 27

### BULLETIN BOARDS AND PUBLICATIONS

SECTION 1. Bulletin board space shall be made available in designated areas for the display of Union literature correspondence, notices, etc.

SECTION 2. Such literature will not contain items relating to partisan political matters or propaganda against or attacks upon Management, individuals, or other activities of the Federal Government. The Union assumes total and continuing responsibility for the content, views, and statements contained in all materials distributed under Union letterhead in the agency or concerning the agency, including individuals or groups representing Management.

\* SECTION 3. Management may post audit and notify the Union to immediately remove the objectionable material. Continued posting of objectionable material may result in the loss of posting privileges. Management agrees to discuss any objection to posted material with the Union.

SECTION 4. Upon request but not more often than every 12 months,

Management will furnish the Union a list containing the names, titles, grades and organizational codes of employees in the unit.

SECTION 5. Management will prepare and print this Agreement. Management will be responsible for the distribution.

SECTION 6. Sufficient copies will be printed for the use of and distribution by the Union and Management.

SECTION 7. One (1) copy of the NOAA Personnel Handbook, and all changes and additions as they become available shall be furnished to the Union.



## ARTICLE 28

### GENERAL PROVISIONS

SECTION 1. Any requests by the Union for facilities, services, or information not specifically authorized by the terms of this Agreement shall be made in writing, in advance, setting forth the reasons therefor, to Management. Management shall grant the request subject to:

- a. Availability of the requested facility, service, or information;
- b. A convincing demonstration of need by the Union, and
- c. Payment by the Union of any costs over and above normal operating expenses.

SECTION 2. The Union agrees to provide the Station Manager with a current roster containing the names and addresses of all duly elected officers on an annual basis and when any change in the roster takes effect. The initial listing shall be furnished by the Union within five (5) calendar days after the effective date of this Agreement.

SECTION 3. Upon request from the Union, Management will provide a room, if available, for official Union meetings.

SECTION 4. Management, absorbing the expense, shall provide a refrigerator and microwave oven.

## ARTICLE 29

### DUES WITHHOLDING

SECTION 1. This Agreement is for the purpose of permitting eligible employees who are members of the Union to pay dues through the authorization of voluntary allotments from their compensations. This Agreement covers all eligible 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;
- c. Who receive compensation sufficient to cover the total amount of the allotment; and
- d. Who are in an exclusive bargaining unit, and are members of a local Union holding exclusive recognition in that unit.

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

SECTION 2. The Union is responsible for:

- a. Informing its members on the voluntary nature of the system for the allotment of employee organization dues including the conditions under which the allotment may be revoked once a year;
- b. Purchasing and distributing to its members Standard Form 1187;
- c. Notifying the NOAA Labor Relations Office, 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 Agreement.
  2. Any change in the amount of dues to be deducted.
  3. Any employee who is no longer in good standing within 10 days of the date of such determination.
- d. Forwarding properly executed and certified Standard Form 1187 to the NOAA Labor Relations Office on a timely basis; Managements's internal distribution system will not be used for this purpose.
- e. Promptly forwarding an employee's revocation (memorandum of Standard Form 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues) to the NOAA Labor Relations Office when such revocation is submitted to the Union; and

- f. Keeping the NOAA Labor Relations Office informed of the name, title and address of the allottee to whom remittance should be sent. Until further notice this will be:

Keeping the NOAA Labor Relations Office informed of the allottee to whom checks shall be payable. Until further notice this will be:

SECTION 3. Management is responsible for:

- a. Permitting and processing voluntary allotment of dues in accordance with this agreement;
- 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 Office is responsible for this notification;
- d. Withholding new amounts of dues upon certification from the authorized Union official;
- e. Transmitting remittance checks to the allottee designated by the Union, together with a listing of employees for whom deductions were made;



- f. Forwarding, as a separate submission each pay period, a copy of all revocation notices received in the payroll office to the allottee designated by the Union; and
- g. Providing the following information of the remittance listing;
  - (1) The name of each employee for whom the deduction has been authorized to be made during the current pay period.
  - (2) For each employee or group of employees, the following information will be given to the extent applicable:
    - (a) Amount withheld;
    - (b) No deduction because employees' compensation insufficient to permit a deduction.

SECTION 4. JOINT STIPULATIONS

- a. The amount of the dues to be deducted as allotments from compensation may not be changed more frequently than once each 12 months.
- b. Management may remind employees of the Annual Revocation Period and of the minimum initial allotment requirement of 12 months.

- 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 to promptly refund the erroneous remittance.

SECTION 5. The NOAA Labor Relations Office will be responsible for coordinating the actions described under this Agreement 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; no more than once every 12 months. An employee must remain on payroll deductions for one (1) year after commencement of dues withholding.

Changes in amounts of dues

First pay period after receipt of certification in Payroll Office.

Revocation by employee;  
Revocation may be made by use of SF 1188 or by memorandum.

First pay period following March 1 of each year. Notice must be received by Payroll Office no later than C.O.B. March 1 of each year.

Termination due to loss of membership in good standing.

First pay period after date of 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 due to separation or movement to recognition area not covered by this Agreement.

First pay period after date of receipt of notification in Payroll Office.

## ARTICLE 30

### AMENDMENTS TO AGREEMENT

SECTION 1. Employees representing the Union and participating in negotiations pursuant to this Agreement shall be on official time for the number of hours agreed upon.

SECTION 2. It is agreed and understood that the negotiating teams may include Union officers and National Representatives who are not employees of the unit, and NOAA Personnel.

SECTION 3. This Agreement may be opened at any time for amendment provided that both parties mutually agree. Any request for amendment shall be in writing and must be accompanied by a summary of the amendment proposed. Within a reasonable time of receipt of such request, representatives of Management and the Union will meet to negotiate the matter. No changes other than those covered by the summary shall be considered. Agreement shall be evidenced by written amendment duly executed by both parties. No other type change to the Agreement shall be recognized.

SECTION 4. Amendment to this Agreement may be required because of changes in applicable laws, rules, regulations, or policies issued by higher authority after the effective date of this Agreement. In this event, the parties will meet for the purpose of negotiating new language that will meet the requirements of such higher authority. Such amendments will be duly executed and will become effective on a date determined to be appropriate under the circumstances.



## ARTICLE 31

### IMPASSES AND MEDIATION

SECTION 1. It is mutually agreed that an impasse occurs after both parties have presented proposals and counterproposals in good faith and both parties have considered the proposals and counterproposals of the other party in good faith, and, despite honest and diligent efforts to reach a mutually satisfactory agreement, no agreement can be reached on the subject being negotiated.

SECTION 2. When it has been determined that an impasse has been reached, either party may request the use of mediation by the Federal Mediation and Conciliation Service (FMCS).

SECTION 3. If the FMCS cannot provide mediation service, they shall be requested to provide a list of five (5) qualified mediators from which a selection may be made. The cost of the services of the mediator, if any, shall be shared equally by the parties.

SECTION 4. If the FMCS provides such a list, the parties will meet for the purpose of selecting the mediator within five (5)

calendar days of receiving the list. The mediator will be selected by mutual agreement or by alternately striking names until one (1) remains. Such person shall be the duly selected mediator.

SECTION 5. If these efforts fail, either party may request the Federal Service Impasse Panel to consider the matter, under the regulations it prescribes.

## ARTICLE 32

### INFORMAL UNFAIR LABOR PRACTICE

SECTION 1. The parties agree that the primary purpose of this Agreement is to maintain the issues and procedures herein established. The bilateral resolution of any dispute is to the advantage of all. Prior to the filing of a complaint under 5 USC, Chapter 71, Section 7116, the complainant shall, in writing, notify the other party of the alleged violation. The charge shall contain a clear and concise statement of the facts constituting an unfair labor practice, including the time and place of occurrence of the particular acts; and (2) the parties involved shall investigate the allegations so that all the facts are known, and attempt informally to resolve the matter.

SECTION 2. If the parties are unable to dispose informally of the charge within 30 days from the date of receipt by the respondent, the complainant may file a complaint.

SECTION 3. The complaining party shall file with:

- a. Agency: The Station Manager
- b. Union: The Branch Steward and,

c. a carbon copy to:

Agency: Director, Office of Operations

Union: Regional Chairperson

## ARTICLE 33

### DURATION AND TERMS OF AGREEMENT

SECTION 1. This Agreement shall be in full force and effect for a period of three (3) years from the date of approval, effective November 9, 1979. It shall be automatically renewed from year to year thereafter unless written notice of a desire to cancel or terminate the Agreement is served by either party upon the other between the 105 and 60 day period prior to the date of expiration of the Agreement.

SECTION 2. Where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice between the 105 and 60-day period prior to the date of expiration of the contract, advising that such party desires to revise or change terms or conditions of such Agreement.

SECTION 3. Any notice given under the provisions of this Section shall be accompanied by a copy of the proposed new agreement, changes or revisions. The party receiving notice given in accordance with this section may deliver a counterproposal to the



other party within 30 days after receipt of such notice. In the event of failure of the respondent party to submit a counterproposal within 30-day period herein provided, the existing Labor-Management Agreement shall be considered as having been filed as said party's counterproposal.

SECTION 4. The parties agree that upon termination of this Agreement, all the terms and conditions agreed herein shall cease to accrue.

SECTION 5. It is agreed that any procedures or past practices not carried forth into this Agreement are terminated in their entirety.

IN WITNESS WHEREOF, the parties hereto have entered  
into this Agreement on this 9th day of November 1979.

FOR THE EMPLOYER

*for Clifford A. Spohrer*  
David S. Johnson (date) Deputy  
Director, National Environmental  
Satellite Service

*George H. Ludwig*  
George H. Ludwig (date)  
Director  
Office of Operations

*Al Butera*  
Alfonso H. Butera (date)  
Chief  
Satellite Operations Division

*Everett W. Kendall*  
Everett Kendall (date)  
Station Manager

*Robert L. Birchfield*  
Robert L. Birchfield (date)  
Chief  
Resources and Management  
Services Group

*R. M. Lumpkin*  
R. M. Lumpkin  
Chief  
Personnel Operations Division

*Leo P. Harrison, Jr.*  
Leo R. Harrison, Jr. (date)  
President, National Weather  
Service Employees Organi-  
zation

*Francis E. Gandy*  
Francis E. Gandy (date)  
Chief Negotiator

*Barry L. Mills*  
Barry Mills (date)  
Negotiating Committee

*William T. Davis*  
William T. Davis (date)  
Branch Steward and Negotiator

*Earl S. Taylor*  
Earl S. Taylor (date)  
Region 8