

**U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION OFFICE OF
GENERAL COUNSEL**

and

**NATIONAL WEATHER SERVICE EMPLOYEES ORGANIZATION (NWSEO) (ON
BEHALF OF NWSEO'S NOAA ATTORNEYS GUILD)**

**Third National Collective Bargaining Agreement
(December 2024)**

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ARTICLE 1

Parties and Purposes of Agreement

SECTION 1. This Agreement is made between the Office of General Counsel (NOAA-GC), National Oceanic and Atmospheric Administration (NOAA), United States Department of Commerce (hereinafter “Management”), and the National Weather Service Employees Organization (NWSEO) on behalf of the NWSEO’s NOAA Attorneys Guild bargaining unit (hereinafter “the Union”). All past policies, practices, agreements, and arbitration awards, and Memoranda of Understanding (MOUs) identified in [APPENDIX 1](#), that are not in conflict with this Agreement, remain in effect, unless otherwise changed after notice is provided and changes are negotiated and agreed to consistent with the mid-term bargaining procedures in [ARTICLE 11](#) of this Agreement.

SECTION 2. The term “Department of Commerce (DOC)” as used in this Agreement means the U.S. Department of Commerce or its successor Department(s) or Agency(ies). The term “NOAA-GC” as used in this Agreement means the NOAA Office of General Counsel or a successor office. The term “Agency” means NOAA or a successor Agency. The term “employee” refers to attorneys who are members of the NWSEO’s NOAA Attorneys Guild bargaining unit unless the context indicates otherwise.

SECTION 3. Whenever a provision of this Agreement requires notice to the Union or service of a document upon the Union, “Union” means the NOAA Attorneys Guild Chair, NOAA Attorneys Guild, or a designee. If notice concerns matters affecting only one Section, it can be served on the local Union Steward. Whenever a provision of this Agreement requires notice to Management or service of a document upon Management, “Management” means the General Counsel of NOAA or a designee.

SECTION 4. This Agreement is a collective bargaining agreement entered into as a result of collective bargaining under [Title 5, Chapter 71, United States Code \(U.S.C.\)](#).

ARTICLE 2

Recognition and Bargaining Unit Designation

SECTION 1. In accordance with exclusive recognition granted pursuant to [Title 5, Chapter 71, U.S.C.](#) (Certification of Representative issued by the [Federal Labor Relations Authority \(FLRA\)](#) dated April 10, 1995), Management hereby affirms the recognition of the Union as the exclusive representative of the employees in the bargaining unit as follows: All attorneys employed by NOAA-GC, nationwide, unless excluded by Section 2 of this Article.

SECTION 2. Not included in the bargaining unit are the following: All Management officials, supervisors, and employees described in [5 U.S.C. 7112\(b\)\(1\), \(2\), \(3\), \(4\), \(6\) and \(7\).](#)

ARTICLE 3

General Provisions

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

- A. Existing and future Statutes;
- B. Existing government-wide rules or regulations, and government-wide rules and regulations issued after the effective date of this Agreement that do not conflict with this Agreement;
- C. Existing and future Agency regulations to the extent they are consistent with, and do not conflict with, this Agreement;
- D. Except this Agreement shall not conflict with [5 U.S.C. 2302](#) (Prohibited Personnel Practices), or any rules and regulations promulgated thereunder.

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

SECTION 3. Except as provided in this Agreement, while this Agreement is in effect, the Parties will not renegotiate any terms of this Agreement unless each Party agrees to such renegotiation.

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

ARTICLE 4

Rights of Management

SECTION 1. Pursuant to [5 U.S.C. 7106](#)(a), nothing in [Title 5, Chapter 71, U.S.C.](#), shall affect Management's authority:

- A. To determine the mission, budget, organization, number of employees, and internal security practices of the Agency;
- B. In accordance with applicable laws:
 - (1) To hire, assign, direct, lay off, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - (2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;
 - (3) With respect to filling positions, to make selections for appointments from:
 - (a) Among properly ranked candidates for promotion; or
 - (b) Any other appropriate source.
 - (4) To take whatever actions may be necessary to carry out the Agency mission during emergencies.

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

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

SECTION 3. Notwithstanding Section 1 of this Article, Management may negotiate the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, and the technology, methods, and means of performing work. Management will negotiate the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, and the technology, methods, and means of performing work if directed to do so by Executive Order.

ARTICLE 5

Rights of Employees

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

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

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

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

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

SECTION 5. An employee has a right to Union representation when questioned by Management, or its designee, in the conduct of an investigation if the employee reasonably believes that the examination may lead to disciplinary action against the employee and the employee requests Union representation.

SECTION 6. Prior to being questioned by Management, or its designee, to ascertain necessary facts in preparation for third party proceedings under [5 U.S.C. §§ 7101 - 7135](#), including unfair labor practices and grievances, an employee shall be notified of the employee's right to have a Union representative present during the inquiry upon request.

SECTION 7. An employee has the right to seek representational assistance on duty time from the designated Union representative, or designee if unavailable. If the discussion can be held without impacting the employee's assigned duties and the discussion is for a limited period of

time, ten (10) minutes or less, no request for Official Time is necessary. If the discussions or assistance will need more research or comprehensive attention, the employee and Union representative must request Official Time from their supervisor or designee. Requests will be made at a reasonable time when Management is likely available or through electronic mail (E-mail). Management will respond to requests without unreasonable delay and will grant all reasonable requests.

- A. An employee cannot be required to tell a supervisor the specific circumstances surrounding their need to contact a Union representative.
- B. If there is a disagreement between the employee and Management regarding the employee's right to Union representation pursuant to this Agreement, the meeting will be delayed no more than two (2) full workdays, in order to permit the employee to consult with their Union representative, and for the supervisor to consult with the local human resources (HR) office. Contact with Union representatives and/or HR officials should occur as soon as the meeting is scheduled. If an employee requests Union representation under this Article and a Union representative is not available, the examination will be rescheduled as soon as practicable, but not to exceed two (2) workdays in order to secure a Union representative. If travel is required, the examination may be rescheduled as soon as practicable, but no longer than (5) five workdays in order for the employee to secure a representative's presence.

SECTION 8. Employees, having been appointed as Excepted Service Schedule A, are not confidential, policy-making, policy-determining, or policy-advocating as defined at [5 C.F.R. §§ 210.102\(b\)\(3\) and \(4\)](#).

SECTION 9. Management and the Union will recognize and respect the dignity of employees, supervisors, and managers in the formulation and implementation of personnel policies, practices and conditions of employment and, at all times, treat employees with courtesy and respect. Relationships between employees, their representatives, and their supervisors will be mutually conducted in a businesslike, courteous, and tactful manner.

SECTION 10. Employees must first obey orders from their supervisor and may grieve later, if they believe relief should be granted. An employee has the right to refuse orders that would require them to violate the law or government-wide regulations. However, if an employee is incorrect and the order did not violate the law or government-wide regulations, the employee may be subject to disciplinary action.

ARTICLE 6 **Rights of the Union**

SECTION 1. Pursuant to [5 U.S.C. 7114\(b\)\(4\)](#), Management shall furnish to the Union upon request and to the extent not prohibited by law any information which is normally maintained in the regular course of business, and is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining (and which does not constitute guidance, advice, counsel, or training provided for Management officials or supervisors, relating to collective bargaining). Union information requests will state with specificity why the information is needed, how it will be used, and how it is important to representational duties.

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

- A. Any formal discussion between Management and one (1) or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment. The Union Chair or designee will be notified at the earliest practicable date in advance of any formal discussions. The Union representative will introduce themselves to the organizer of the meeting, stating their role for attending the meeting is to represent the interests of the bargaining unit. The Union representative may participate in such discussions in an orderly fashion, may ask questions, and may outline the Union's position concerning the issue(s) discussed.
- B. Any examination of an employee in the unit by a representative of the Agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee, and the employee requests representation.

SECTION 3. Management shall not restrain, interfere with, coerce, or discriminate against designated representatives of the Union in the official exercise of their responsibilities as representatives for the purpose of collective bargaining, processing grievances, or acting in accordance with applicable regulations and agreements on behalf of an employee or group of employees within the bargaining unit.

SECTION 4. Management shall provide to the Union a roster of all NOAA-GC attorneys on a semi-annual basis (January 31 and July 31). The roster shall consist of two (2) lists: (A) attorneys included in the bargaining unit, and (B) attorneys not included in the bargaining unit. For attorneys in the bargaining unit, the roster shall include the job classification, grade, and step of each attorney. For attorneys not in the bargaining unit, the roster shall include the job classification and grade of each attorney.

SECTION 5. A Union Steward or designee will be permitted up to thirty (30) minutes to meet with each newly hired employee to explain the role and responsibilities of the Union, but may not use Official Time to solicit membership.

SECTION 6. Prior to surveying bargaining unit employees relating specifically to Union specific issues, Management will provide the Union with a copy of the survey document and allow the Union an opportunity to comment on it within a reasonable time. The Union will receive a copy of any survey results obtained.

ARTICLE 7

Union Representation

SECTION 1. The Union will be represented by the NWSEO National President, the NOAA Attorneys Guild Chair, and such other persons as may be designated by them. The Union will provide to Management a current roster of NOAA Attorneys Guild Officers, Stewards, and designees within fifteen (15) calendar days after final approval of this Agreement. The Union will notify Management as soon as practicable of any changes when they occur.

SECTION 2.

A. As provided by [5 U.S.C. 7131](#):

- (1) Any employee representing the Union in the negotiation of a collective bargaining agreement (or other forms of bargaining described in this Agreement), shall be authorized Official Time for this purpose, including attendance at impasse proceedings during the time the employee otherwise would be in a duty status. The number of employees for whom Official Time is authorized under this subparagraph shall not exceed the number of individuals designated as representing Management for such purposes.
- (2) Union representatives shall be granted a reasonable amount of Official Time in which to perform their representational duties. Union representatives may conduct internal Union business only when they are in a non-duty status.

B. Use of Official Time will be scheduled with the written approval of the employee's supervisor. Electronic approval in Time and Attendance software may be used as sufficient written approval. (If the use of Official Time involves a grievance against the employee's supervisor, the request should be made to the next level supervisor.). An Official Time request will normally be granted, absent workload or staffing needs. If the employee's use of Official Time would interfere with the proper performance of the employee's official duties, Management will discuss the matter with the Union to find a satisfactory solution.

C. Based on more than twenty (20) years of experience with the efficient use of Official Time and authorizing amounts that are reasonable, necessary, and in the public interest, Management agrees to authorize in advance a minimum of sixteen (16) hours per pay period for the Union Chair, eight (8) hours per pay period for the Union Vice-Chair, and three (3) hours per pay period for Union Stewards or Vice-Stewards that may be exceeded periodically as long as the annual total is not exceeded (the annual total is calculated by the standard authorized amount per pay period times twenty-six (26) pay periods). If additional time is necessary to fulfill representational functions, the Union representative will request the additional time consistent with this Article. Union representatives will not be disadvantaged in the assessment of their performance because or based on their use of Official Time.

- D. Employees using Official Time will account for such use in accordance with applicable timekeeping procedures.
- E. Official Time is available for Stewards/officials to attend Union-sponsored training. Requests for the training time must be made through the supervisory chain at least ten (10) days in advance of the training, absent extenuating circumstances, and must include the name(s) of the affected representative(s), the date, time and place of training, and the nature and scope of the training. An Official Time request will normally be granted, absent workload or staffing needs.
- F. Incidental to the use of Official Time by employees under this Article, reasonable use of Agency telephone, mail, computer, E-mail, copying, and communications equipment, and office facilities (hereinafter “office equipment and facilities”) will be allowed, as long as such use does not interfere with the business of the office. Reasonable use of office equipment and facilities for activities described in Section 2A on employee’s personal time is also permitted, as long as such use does not interfere with the business of the office. “Reasonable use” includes making or E-mailing a minimum number of copies necessary for representational functions.

ARTICLE 8

Union Use of Facilities

SECTION 1. The Union will be granted reasonable access, at no cost to the Union and if otherwise available to NOAA-GC, to video and interactive technology, teleconferencing, fax machines, copiers, scanners, and E-mail, for Union representational activities identified in this Agreement. This includes electronic distribution or intranet posting of any Union updates and/or materials directly to bargaining unit employees or posting of any newsletters or other materials. The Union will be granted access to and reasonable use of a color printer if one is available and necessary.

SECTION 2. The Union Chair, Vice-Chair, Stewards, and Vice-Stewards may use their government-issued computer (which may be a laptop), printer, telecommunication equipment such as a mobile phone, voicemail, removable media and associated peripherals, consistent with the equipment routinely provided to Agency employees for representational or labor-management activities related to this Agreement.

SECTION 3. In each physically separate NOAA-GC Section location where employees are stationed, Management will provide, for posting of Union material, a bulletin board, or, in the event of space limitations, an alternate space acceptable to both Parties. Any materials posted shall be dated and initialed by the Union representative responsible for the posting. Management agrees to discuss any objection to posted material with the Union and may request its removal. The Union will maintain the bulletin board space in neat order and the material posted shall be current.

SECTION 4. The Union may place written communications in the mail/inboxes of the employees. This includes direct Union mailings to each facility where mail is initially received and distributed by NOAA. Management is not responsible for ensuring the distribution of such written communications.

SECTION 5. Subject to the operating needs of NOAA-GC, Management will permit use of its rooms (where available) for the purpose of local Union meetings. Written requests for use of such rooms shall be made in advance to the designated Management official. The Union agrees to leave such rooms in the condition in which they were found. Employees who attend these meetings must be in a non-duty status.

SECTION 6. Subject to the operating needs of NOAA-GC, when a Union representative is performing representational duties under this Agreement, Management shall make best efforts to provide a meeting place that will protect the confidentiality of any discussions.

SECTION 7. In each physically separate NOAA-GC Section location where employees are stationed, the Union will be permitted to use at least one (1) drawer in a lockable file cabinet or similar container for storage of Union material.

SECTION 8. NOAA-GC Intranet

- A. Management will make available to the Union its NOAA-GC any existing web-site and intranet. The Union will be responsible for all Union content posted at the web-site or intranet. Management will post an electronic version of this Collective Bargaining Agreement (CBA) on the intranet site. The Union will maintain its web-site and intranet content in accordance with the same standards applicable to all other users.
- B. Management will maintain a clearly titled and appropriately positioned link on its web-page and intranet to the Union's web-site/page/content, in the event the Union maintains a web-site/page/content. Management shall authorize a reasonable amount of IT support to post material onto the NOAA-GC web-site or intranet. The Union is bound by NOAA's and Management's rules that govern use of these resources. Management reserves the right to disable the link(s) or remove the content should it determine that information contained on the linked site is defamatory or contains material falsely maligning the integrity of any individual, NOAA, or the Federal Government.

SECTION 9. While the occasional, moderate personal use of government Internet/E-mail resources on duty time (i.e., in a duty status) is acceptable, some uses are strictly prohibited. Prohibitions include, but are not limited to:

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

Where there is reasonable cause to believe employees may be misusing the Internet/E-mail in a manner described above, Management may request that official inquiries be conducted on their employees' Internet/E-mail activities, including accessing computer file information. Employees found to be misusing government Internet/E-mail resources may be subject to disciplinary

action, up to and including removal from Federal service.

ARTICLE 9

Grievance Procedure

SECTION 1. Coverage

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

This Article establishes a fair and simple grievance procedure to:

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

B. A grievance means any complaint:

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

C. Excluded from this grievance procedure are the following:

- (1) Any claimed violation of [subchapter III of Chapter 73 of Title 5, U.S.C.](#), relating to prohibited political activities;

- (2) Retirement, life insurance, or health insurance;
- (3) A suspension or removal under Section 7532 of Title 5, U.S.C. (national security);
- (4) Any examination, certification, or appointment;
- (5) The classification of any position that does not result in the reduction-in-grade or pay of an employee;
- (6) Suitability determination;
- (7) Non-adoption of a suggestion;
- (8) Matters excluded by law or government-wide rule;
- (9) Complaints or appeals from persons outside the bargaining unit; and
- (10) Filling of positions outside the bargaining unit, except for positions that are threshold to the bargaining unit.

SECTION 2. Intent and Understanding of the Parties

- A. Management and the Union recognize the importance of settling grievances promptly and equitably at the lowest possible supervisory and Union level. An employee may bring their concern to either the Steward, the supervisor, or both, on an informal basis, prior to the use of these procedures. The Steward will advise the employee, and, if requested, speak to the supervisor about all such concerns as soon as possible. The provisions of this Agreement shall not preclude an employee from bringing a matter of personal concern to either Management or the Union.
- B. The Parties agree to cooperate fully in processing grievances and to make every reasonable effort to ascertain, document, and present the relevant facts relating to any matters processed under this procedure.
- C. The Parties agree to consider use of the NOAA alternate dispute resolution (ADR) program at any point during the grievance procedure. Any time limits specified in this Article will be stayed during ADR mediation.

SECTION 3. Time Limits

- A. Except as provided in Section 2 of this Article, all time limits specified in this Article are binding. This does not preclude a request for an extension of seven (7) calendar days. The request shall be granted automatically and documented by the requester, with a copy to the other Party. Additional extensions shall be reasonable and only by mutual agreement and documented in writing to one another. In considering an extension, the Parties will consider: (1) the length of the delay, (2) the existence of circumstances

beyond the control of the Party, and (3) whether prejudice to Management or the Union would result from a waiver of time limits.

- B. Failure of the Union, the grievant, or the grievant's representative to observe any time limit shall terminate the grievance, unless good cause for the failure is shown.
- C. Failure of Management to observe any time limit shall automatically elevate the grievance to the next step.

SECTION 4. Procedural Information

- A. In adverse actions pursuant to [5 U.S.C. § 7512](#), allegations of Equal Employment Opportunity (EEO) discrimination, prohibited personnel practices under [5 U.S.C. § 2302\(b\)\(1\)](#), and removal or reduction-in-grade for unacceptable performance ([5 U.S.C. § 4303](#)), an aggrieved employee may use either the negotiated grievance procedure or the Statutory appeals procedure, but not both. An employee shall be deemed to have exercised their option at such time as the employee initiates a timely complaint or appeal under the applicable Statutory procedure or timely files a written grievance in accordance with the provisions of the grievance procedure, whichever occurs first.
- B. An employee may present a grievance to Management and have it resolved with or without the services of the Union. If presented without Union representation, such grievances may be resolved without Union intervention, provided the resolution is not inconsistent with the terms of this Agreement.
- C. Employees who choose to present their own grievances without intervention by the Union are not entitled to further review or consideration beyond the opportunity to present their grievances and have them resolved, affirmatively or negatively. The decision on such a grievance is final as to the employee who chooses to present their grievance without the intervention of the Union. The Union will be provided with a copy of the final determination.
- D. Should Management or the Union question the grievability of a matter presented under the terms of this Agreement, the issue will be presented to an arbitrator in accordance with [ARTICLE 10](#).
- E. A grievance that does not contain the information necessary to reach a decision, or is otherwise unclear, will be returned to the representative of record or to the grievant with an explanation of the reason(s) for its return within seven (7) working days of its receipt. The grievance must be re-initiated within ten (10) calendar days after receipt of the returned grievance containing the requested information (or an explanation why the information was not provided), or it will be terminated at that Step. Management's time limits for response begin when the perfected grievance is received.

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

SECTION 5. Grievance Resolution

- A. The filing Party may terminate the processing of a grievance at any time.
- B. If any employee who has filed a grievance leaves the bargaining unit before a decision is reached on a grievance that is being processed, the grievance is terminated unless the employee can be granted tangible relief.
- C. If, at any Step, Union and Management agree that no grounds existed for a grievance or they agree to the means of resolving the grievance, they shall state their agreement in writing, signed by both Parties. This will constitute the final resolution of the grievance.
- D. When a decision concerning a disciplinary or adverse action is accepted by a grievant, it will be deemed settled in its entirety, and neither the grievant nor the Union may proceed further with the grievance or appeal. Such a settlement shall not be precedent in any future grievance or appeal involving a subsequent disciplinary or adverse action, but such disciplinary or adverse actions can be considered as aggravating factors in penalty selection for future disciplinary or adverse actions.

SECTION 6. Representation and Employee Official Time

- A. An employee who chooses to be represented by the Union under the provisions of this Article at Step One shall be represented by a representative designated by the Union (normally the local Steward). The designation of a Union representative at Step One does not prohibit a change in Union representatives at any subsequent Step. Any changes in Union representation will be documented in writing to the appropriate Management official. One (1) Union representative will be afforded appropriate Official Time for grievance processing in accordance with [ARTICLE 7](#).
- B. Bargaining unit employees may only be represented in grievances and arbitration, as provided for in this Agreement, by the Union. Bargaining unit employees may not be represented by representatives of their choosing, including attorneys, in this procedure, but may represent themselves.
- C. Once a Union representative has been designated, all written communications will be sent to the Union representative and the grievant. Except as provided in this sub-Section, Management shall not contact the grievant directly, either in writing or verbally regarding the matter grieved, if the grievant has a designated Union representative. If, during the course of a grievance, a Union representative contacts a Management official, the representative will inform the official of his representational role and the purpose of the contact.

D. In accordance with the procedures in ARTICLE 7, an aggrieved employee, if otherwise in a duty status, shall be granted a reasonable amount of Official Time without charge to leave or loss of pay to prepare and present their grievance, including time to secure advice on their rights, obtain information or assistance, to prepare documents, and to prepare for an arbitration hearing.

SECTION 7. Employee Grievances

Step One. Initial Grievance.

A. When an employee chooses to file a grievance, the grievance must be submitted, in writing, to the employee's immediate supervisor (or other designated Management official) within thirty (30) calendar days of the date the employee is affected, or becomes aware of (or should have become aware of) the action being grieved. The written grievance shall contain the following information, if applicable:

- (1) The name and duty station of the grievant.
- (2) A statement that it is a Step One grievance.
- (3) A description of the facts surrounding the grievance (including relevant dates, places, and known witnesses).
- (4) The specific Article and Section of this Agreement being grieved (if a violation of the Agreement is being alleged).
- (5) Any past practice that is claimed to have been violated.
- (6) The specific law, rule, or regulation claimed to have been violated (if known to the grievant).
- (7) An explanation of how the grievant was affected.
- (8) The remedy being sought.
- (9) The name and address of the grievant's Union representative, or a statement that the employee is representing themselves and is not being represented by the Union.
- (10) The grievant's signature, and the date.

B. Within fifteen (15) calendar days of receiving a Step One grievance, the supervisor (or other designated Management official) shall issue to the employee or their Union representative (with a copy to the Union), a dated, written disposition of the grievance containing the following information:

- (1) The decision with respect to the grievance;

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

C. If the initial grievance is against the General Counsel of NOAA, the General Counsel will issue the disposition.

Step Two. Grievance Appeal.

- D. If satisfactory resolution is not reached at Step One, an appeal may be filed with the Management official designated by the General Counsel of NOAA, within twenty-one (21) calendar days of receipt of the decision in Step One. The appeal must be in writing, must attach a copy of the record of proceedings in Step One, and must state the grounds for appeal.
- E. Within twenty-one (21) calendar days following receipt of the appeal, the designated official shall render a written decision and deliver it to the employee or their Union representative (with a copy to the Union). In the case of an employee who has chosen to act without Union representation, this decision is final, and arbitration may not be invoked.
- F. If the initial grievance was decided by the General Counsel of NOAA, he or she shall designate a NOAA official outside NOAA-GC to handle the appeal.

SECTION 8. Disciplinary Actions

All responses made by employees to notices of proposed disciplinary actions shall be considered as fully satisfying the requirements for contesting the disciplinary actions through Step One of the grievance procedure contained in this Article. If disciplinary action is taken, an employee who responded to the notice of proposed disciplinary action shall be entitled to grieve the discipline by presenting a grievance appeal to the Management official designated by the NOAA General Counsel. If the employee did not respond to the notice of proposed disciplinary action, the employee may grieve the action by initiating a grievance at Step One.

SECTION 9. Union/Management Grievance Procedure

- A. Management grievances shall be initiated in writing by the NOAA General Counsel or designee and presented to the Union or its designee, within thirty (30) calendar days of the action or condition giving rise to the grievance. Decisions by the Union shall be rendered in writing within thirty (30) calendar days following receipt of the grievance. Should the issue remain unresolved, arbitration may be invoked by Management.
- B. Union grievances shall be initiated in writing by the Union or its designee, and presented to the NOAA General Counsel, or designee, within thirty (30) calendar days of the action or condition giving rise to the grievance. Decisions by the NOAA General Counsel, or designee, shall be rendered in writing within thirty (30) calendar days following receipt of the grievance. Should the issue remain unresolved, arbitration may be invoked by the Union.

ARTICLE 10

Arbitration

SECTION 1. Invoking Arbitration

- A. Within thirty (30) calendar days after receipt of the final decision under [ARTICLE 9](#), either Management (NOAA General Counsel or designee) or the Union (National President or designee) may invoke arbitration by notifying the other Party in writing.
- B. Within ten (10) calendar days of issuing an arbitration notice, the moving Party shall advise the [Federal Mediation and Conciliation Service \(FMCS\)](#) that a dispute exists, and shall request a list of seven (7) impartial arbitrators who are qualified by virtue of experience, background, or training to arbitrate grievances in the Federal (U.S.) Sector, and who reside in the local commuting area where the arbitration hearing will be held. The arbitrators' list may be fewer than seven (7) if seven (7) are not available in the local commuting area. The moving Party shall request that a copy of the list be furnished to each Party. A copy of this correspondence and the designation of the moving Party's representative shall be served simultaneously on the other Party on the day of the request. The non-moving Party shall immediately provide a written designation of its representative.

Within five (5) working days of receipt, either Party may reject the entire list and request a new list. If neither Party rejects the list or upon receipt of the new list, within fifteen (15) calendar days after receiving the arbitrators' list, the Parties' designated representatives shall select an arbitrator. This will be accomplished by first Management and then the Union alternately striking names until only the selectee remains. On the next occasion, the Union will strike first. If the selected arbitrator is not available, the Parties may agree to request another list or may select someone else from the same list. The moving Party will notify (in writing, with a copy to the other Party) the FMCS and the arbitrator of the selection.

SECTION 2. Preparation for Arbitration

- A. Management shall compile the complete record of the matter being referred to arbitration. The record shall contain relevant records (including the grievance, the response(s), any supporting documentation, a copy of this Agreement, and, where appropriate, a copy of any Statute, rule, regulation, or policy alleged to have been violated). Copies of the record shall be provided to the arbitrator within fifteen (15) calendar days after selection.
- B. The arbitrator shall hold a pre-hearing conference (telephonic or as agreed) to assist in framing or narrowing the issues; to receive joint stipulations; to schedule the hearing; and to assist in resolving remaining questions regarding the arbitration procedures. If, for any reason, the arbitrator does not hold a pre-hearing conference, Management and the Union shall hold a conference to resolve such issues.

C. Unless the Parties agree that the matter may be resolved solely on the basis of the written record, the arbitrator shall hold a hearing, and the Parties shall be permitted to call witnesses and present evidence and oral and/or written arguments.

SECTION 3. Scheduling

A. Arbitration hearings shall be held within the grievant's commuting area, unless the Parties mutually agree to a different location.

B. The arbitrator will set the date of the hearing with the concurrence of the Parties and/or their designated representatives. The Union and Management agree that the arbitration hearing will normally be held during regular duty hours. No overtime, compensatory time, or credit hours are authorized for or as a result of the arbitration hearing.

C. When a date for the arbitration hearing has been agreed to by the arbitrator and both Parties, no postponement of the hearing date will be sanctioned unless by mutual agreement of the Parties, in writing. If a delay is agreed to by the Parties, the Party requesting the delay will be responsible for communicating with the arbitrator and requesting a new hearing date.

SECTION 4. Appearance of Witnesses

A. In accordance with the provisions of [ARTICLE 7](#), the grievant, the grievant's representative (if an Agency employee), and all Agency employees who are called as witnesses who are otherwise in duty status will be excused from duty to the extent necessary to participate in the arbitration proceedings without loss of pay or charge to annual leave. The arbitrator shall apply [Federal Rule of Evidence 615](#) on exclusion of witnesses. NOAA-GC's subject matter expert and/or a Party's designated representative who may also be witnesses may remain during the entire proceeding.

B. To reduce hearing costs, the arbitrator is authorized to use telephone, live audio-visual, and written testimony and cross-examination, or to decide the matter solely on written submissions, to the extent consistent with the Parties' right to a full and fair hearing.

SECTION 5. Arbitration Costs

A. The Parties will each pay one-half of the regular fees and expenses of the arbitrator hearing the case. All other expenses that the Parties agree to incur shall be shared equally.

B. The Parties will bear the costs equally of a transcript if one is required by the arbitrator. The transcript will be made by a certified court reporter. When a transcript is not required by the arbitrator but mutually desired by the Parties, the cost of a certified court reporter and the transcript will be shared equally by the Parties. In the event that either Party solely desires a transcript, that Party shall bear the entire cost.

- C. Each Party's travel and other costs for its representatives, including any attorney representative, and witnesses shall be borne by that Party, unless mutually agreed otherwise. Management agrees to issue no-cost refundable travel orders to Union representatives and witnesses in order to use the Government rate.
- D. When either Party invokes arbitration and fails to appear at an arbitration hearing, the appeal is withdrawn and the non-appearing Party shall pay the entire cost of the arbitration.

SECTION 6. Attorney Fees

- A. Attorney fees may be awarded in accordance with applicable law.
- B. Within thirty (30) calendar days of receipt of the arbitrator's award, the Union may submit a request for attorney fees. The Union's request shall be simultaneously served on Management. The Union's request must be accompanied by appropriate documentation of fee entitlement. Within fifteen (15) calendar days of submission of the Union's request, Management shall submit its response, and serve it on the Union. The arbitrator may grant extensions of these time limits for good cause.

SECTION 7. Arbitrator's Award

- A. The arbitrator's award shall be limited to the application and interpretation of the provisions of this Agreement and applicable law. The arbitrator shall not have power or authority to make any decisions that:
 - (1) Are contrary to, inconsistent with, or modify, add, delete, or vary, in any way, the terms of this Agreement or of other applicable law or regulations governing the Federal sector.
 - (2) Involve the exercise of Statutory or discretionary rights of either Party under the provisions of this Agreement or under applicable law, rules, or regulations, unless provided for by this Agreement.
- B. The arbitrator is bound by the FMCS regulations regarding time deadlines for rendering arbitration awards. When the arbitrator is unable to render an award within sixty (60) days from the close of the hearing, an extension of time should be requested from the Parties.
- C. The arbitrator's award will be sent to both Parties simultaneously.
- D. Either Party may remand the decision to the arbitrator for the purpose of clarifying a decision or award. A copy of notification for such purpose will be immediately furnished to the other Party. Any additional expense shall be paid by the requesting Party.

E. The arbitrator's award shall be binding on the Parties. However, either Party may file an exception to an award, when made under regular arbitration procedures, with the [Federal Labor Relations Authority](#) under rules prescribed by the Authority.

SECTION 8. Award of Back Pay

In order for the arbitrator to make an award of back pay under the Back Pay Act, there must be not only a determination that the aggrieved employee was affected by an unwarranted personnel action, but also a determination that such unwarranted action directly resulted in the withdrawal or reduction in the pay, allowances, or differentials that the employee would otherwise have earned or received. An employee awarded back pay under [5 U.S.C. § 5596](#) of the Back Pay Act is entitled to the payment of interest.

ARTICLE 11

Bargaining During the Term of the Agreement

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

SECTION 2.

- A. When, at any time during the life of this Agreement, Management proposes a change that affects the employees' conditions of employment or that involves procedures or arrangements for which negotiations are required under [5 U.S.C. 7106\(b\)\(2\), and \(3\)](#) (i.e., so-called "impact and implementation" bargaining), Management shall give the Union notice in writing. The notice shall state the nature of and reasons for the proposed change or other action for which negotiations are required. Within ten (10) calendar days following receipt of such notice, the Union shall notify Management in writing of its desire to consult or negotiate upon the proposed change. Within ten (10) calendar days of the Union's notification to consult or negotiate over the proposed action, the Union shall submit specific written proposals, which may include a proposal that the change not be made. The Union's proposals will clearly articulate the adverse effects of Management's proposed change and how the proposals specifically apply to the employees affected. If Management does not accept the Union's proposal(s) and bargaining is required, the Parties agree to begin bargaining as soon as practicable, but not later than fifteen (15) business days after submission of the Union's proposals.
- B. If a proposed action for which negotiation is required is purely local, Management may provide the required notice to the local Union Steward, and the Union may authorize the local Union Steward to conduct the consultations or negotiations provided for in this Article.
- C. The results of negotiations under this Section shall be reduced to writing in a Memorandum of Understanding (MOU), subject to Agency Head Review. Disputes over the interpretation or application of an MOU will be resolved pursuant to the grievance procedure in [ARTICLE 9](#).
- D. In the event of impasse, Management may implement its last best offer once the Parties have reached impasse unless, within seven (7) calendar days after impasse, the Union has contacted and requested the services of the [FMCS](#) or, where appropriate, the [Federal Service Impasses Panel \(FSIP\)](#). If the services of the [FMCS](#) or [FSIP](#) are timely requested, Management shall maintain the status quo to the maximum extent possible; that is, to the extent consistent with the necessary functioning of the Agency.
- E. Where the Union requests information in response to a change proposed by Management, the information will be provided consistent with [ARTICLE 6](#) of this Agreement. The Parties agree to continue any ongoing negotiations pending Management's response to an

information request. Any relevant time limits will be stayed until the information has been received by the Union, except when there is an overriding exigency.

SECTION 3. In the event of a Union request to bargain, Management will respond within thirty (30) calendar days after receipt by either agreeing to any proposal or offering a counter proposal. The Parties agree to begin bargaining as soon as practicable.

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

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

SECTION 6. Ground Rules

- A. **Team members.** Each Party is entitled to have up to four (4) team members for bargaining.
- B. **Chief negotiators.** Each Party will name a chief negotiator to represent it at negotiations. Only the chief negotiator will have authority to make binding comments for their team regarding accepted proposals, subject to ratification by the Union's membership and Agency Head Review.
- C. Dates and times for negotiations will be determined by mutual agreement of the chief negotiators.
- D. **Location of negotiations.** Meetings/negotiations will be held virtually unless mutually agreed to otherwise. If any face-to-face meetings are held, travel and per diem expenses for the bargaining team shall be paid by Management in accordance with [Federal Travel Regulations \(FTRs\)](#).
- E. Official Time shall be in accordance with [ARTICLE 7](#) (Union Representation) of this Agreement.
- F. **Notes of the negotiations sessions.** Negotiators may make whatever notes they deem necessary. No electronic or other verbatim recording of the proceedings shall be permitted, unless mutually agreed upon by both Parties.
- G. **Extraordinary circumstances.** The Parties agree that the ground rules in this Section will apply in most instances of mid-term bargaining. In extraordinary circumstances (e.g., proposals involving NOAA- or DOC-wide policies), either Party may propose additional ground rules that will be negotiated separately. Any relevant time limits will be stayed until the negotiations over additional ground rules have concluded.

ARTICLE 12

Discipline

SECTION 1. Discipline means corrective measures intended to maintain the efficiency of the Service and encourage employee conduct and performance compatible with the appropriate and lawful goals, practices, policies, and procedures of NOAA-GC. No disciplinary action shall be taken except for just cause, and in accordance with all applicable laws and regulations.

SECTION 2.

- A. The Parties are in agreement that the maintenance of discipline is essential to the satisfactory conduct of public business. The objective of discipline is to correct and improve employee behavior so as to promote the efficiency of the Service.
- B. Reasonable efforts will be made to explore with an employee the source of any conduct deficiency and Management will suggest ways to overcome such deficiency. Non-disciplinary/non-investigatory counseling of an employee is a private matter between the supervisor and the employee. Such counseling is a friendly, businesslike exchange of information between an employee and their supervisor. It has the specific purpose of improving the employee's conduct or knowledge of a subject related to their employment. The employee has no right to a representative during such counseling meetings.
- C. However, if an employee reasonably believes that an examination by a representative of Management in connection with an investigation may result in disciplinary action against the employee, and the employee requests representation, the Union shall be given the opportunity to represent the employee.

SECTION 3. When appropriate, as determined by Management, discipline will be preceded by counseling and assistance including warnings, which are informal in nature and are not placed in an employee's electronic Official Personnel Folder (eOPF).

SECTION 4. Disciplinary actions are of two types, major and minor. A suspension means the placing of an employee, for disciplinary reasons, in a non-duty status without pay.

- A. **Minor disciplinary actions** consist of written reprimands and suspensions of fourteen (14) calendar days or fewer.
- B. **Major disciplinary actions** or major adverse actions consist of suspensions for more than fourteen (14) days, removal, reduction-in-grade, or pay.

SECTION 5.

- A. Disciplinary actions will be proposed after:
 - (1) Management becomes aware of the alleged infraction;

- (2) Management receives an investigative report from an investigating authority; or,
- (3) There has been a final disposition of a criminal prosecution.

B. Unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, employees will be given thirty (30) calendar days' advance written notice of any proposed major disciplinary or adverse action, stating the specific reasons for the proposed action. Employees will be given ten (10) calendar days written notice of a suspension for fourteen (14) days or fewer, stating the specific reasons for the proposed action.

The notice of proposed major or minor discipline shall also inform the employee of:

- (1) the employee's right to review the material which is relied on to support the reasons for the action given in the notice;
- (2) the right of the employee to appeal the proposed action;
- (3) the forums in which the employee may file an appeal described in clause (2); and
- (4) any limitations on the rights of the employee that would apply because of the forum in which the employee decides to file an appeal.

C. The employee shall have seven (7) calendar days to reply to any notice issued under sub-Section B. Management will extend the time to respond for good cause shown. Management shall give the employee a reasonable amount of Official Time to review the notice and supporting material, and to prepare a reply.

D. The notice of final decision shall state Management's findings and conclusions with respect to the proposed discipline; the employee's Statutory appeal rights (if any); the employee's right to elect to grieve the discipline under ARTICLE 9; and the time limits for appeal or grievance. The employee and the designated Union representative (if any) shall both be served with a copy of the final decision.

SECTION 6. Letters of Reprimand are temporary contents of the electronic Official Personnel Folder (eOPF). At the employee's written request, Management will remove any such document from the employee's eOPF after two (2) years if there have been no further disciplinary problems.

ARTICLE 13

Provision of Documents

SECTION 1. Management agrees that current policies and directives that apply specifically to all members of the bargaining unit, including this Agreement and Memoranda of Agreement made under this Agreement, shall be reduced to writing.

SECTION 2. Management agrees to prepare, maintain, and make available to the Union a current office organization chart that clearly identifies supervisors. When reorganizations occur in the office, Management agrees to update the organization chart to reflect the changes in organization.

SECTION 3. Management agrees to make available to the Union a copy of the annual office budget, after it has been approved by NOAA.

SECTION 4. No later than thirty (30) days after the effective date of this Agreement, Management shall furnish a copy of the Agreement to the Union.

ARTICLE 14

General Workforce Performance Appraisal System

SECTION 1. The NOAA Performance Management System, [NOAA Administrative Order \(NAO\) 202-430](#), serves as the basis for performing appraisals.

SECTION 2. Management's establishment and identification of performance standards and elements for each employee's performance plan shall comply with legal requirements. Management's application of performance standards to bargaining unit employees shall be fair and equitable, and shall comply with applicable laws, regulations, and this Agreement. Employees may bring disputes concerning establishment and identification of performance elements and/or performance standards to the attention of the rating official. The rating official may exercise authority to change the disputed performance element and/or standard after discussion with the reviewing official. The employee may seek the assistance of the Union in making this presentation. Official Time for preparation and presentation shall be provided to the employee and the representative, in accordance with [ARTICLE 7](#).

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

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

SECTION 5. Reviewing officials shall review performance appraisals, recommended performance ratings, and any employee comments for those employees rated "does not meet expectations" to ensure that evaluation criteria have been applied fairly and equitably, and are objective and job-related. Any "does not meet expectations" rating must be supported by a written justification, with a copy to the employee.

ARTICLE 15

Reductions-in-Force and Transfer of Functions

SECTION 1. Procedures

- A. Management will give the Union advance notice of any anticipated need for a reduction-in-force (RIF) (the term “RIF” will hereinafter include a transfer of function that involves geographical relocation of employees). Further, Management will provide the Union, upon request, with relevant information in accordance with [5 U.S.C. 7114\(b\)\(4\)](#), and [ARTICLE 6, Section 1](#) of this Agreement.
- B. Management shall provide written notification to the Union of a proposed RIF at the earliest possible date. The notice will include the reason for the RIF, the approximate number of employees who may be affected by the action, and the anticipated effective date that the action will be taken.
- C. After the notice specified in Section 1.B. has been given, but before Management has submitted its input to a NOAA request to DOC for a RIF, Management and the Union agree to consult. This is not a bargaining session, but rather an exchange of ideas on how to avoid or minimize the RIF and how to select positions to be eliminated. Following the consultation, Management agrees to provide to the Union a copy of its input to the NOAA request for a RIF. Thereafter, Management will also provide to the Union a copy of the portion of the NOAA request pertinent to NOAA-GC, and copies of NOAA and DOC approvals of the request.
- D. At the time a position abolishment list has been prepared, Management will give the Union the notice required by [ARTICLE 11, Section 2A](#). Management will also provide to the Union a copy of the position abolishment list when it has been approved.
- E. Retention Standing
 - (1) Before the issuance of specific RIF notices, the Union will be provided a copy of the annotated retention register(s) to be used to issue the notices. Amended registers will be provided to the Union as soon as they are prepared.
 - (2) The retention register will include: the employee’s tenure group, competitive level, and original service date; and the adjusted service date.
 - (3) Employees and/or their designated representative(s) will be permitted to review the applicable retention register so that the employee may consider how the competitive level was constructed and how the relative standing of the employee was determined.
 - (4) Employees’ performance ratings of record relevant to the issuance of specific RIF notices will be submitted to the servicing personnel office in sufficient time for retention standing to be determined. The due date would ordinarily be no more

than fifteen (15) calendar days prior to the issuance date of specific notices.

(5) When employees affected by RIF are in the same competitive level with the same length of service as computed under [5 C.F.R. 351.503](#), as augmented by credit for performance under [5 C.F.R. 351.504](#), and the same subgroup, ties will be broken in the following order:

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

F. Management will give a specific notice in writing to employees who will be affected by a RIF, with a copy to the Union. This notice period will be no less than sixty (60) calendar days prior to the implementation date of a RIF action except as provided in Section 1G below. The notice period begins the day after the employee receives the notice.

G. When a RIF is caused by circumstances that are not reasonably foreseeable, the [Office of Personnel Management \(OPM\)](#), at the request of the Department, may authorize a notice period of less than sixty (60) days but at least thirty (30) full calendar days before the effective date of release. The Parties agree to be bound by the OPM decision.

H. Whenever possible and to the extent practicable, and before conducting a budget-driven RIF, Management will attempt to avoid the use of a RIF by exhausting other cost-saving methods, including attrition. Prior to issuing specific RIF notices to employees, the Agency will seek authorization from the appropriate source(s) to offer [Voluntary Early Retirement Assistance \(VERA\)](#) and [Voluntary Separation Incentive Pay \(VSIP\)](#) to all appropriate affected employees. In the event the Agency is granted authority to offer [VERA](#) and/or [VSIP](#) to employees, the Agency will brief all affected employees. Before conducting a budget-driven RIF, Management will conduct a cost study to determine if options other than a RIF are available to produce the necessary cost savings. A copy of the study will be provided to the Union.

SECTION 2. Use of Vacancies

In the event that Management determines a RIF is necessary, Management will utilize vacancies to mitigate adverse effects on employees, as follows.

A. Management will maintain a current list of vacant positions in the bargaining unit nationwide. Management will use vacancies, to the maximum extent possible and practicable, to avoid or lessen the impact of the RIF within the affected competitive area at the onset of and during the RIF, by making job offers to an individual within the competitive area who is affected by position abolishment. Efforts will first be made to reassign an employee to a position within their competitive area.

- B. If no reassignment option is available within the affected competitive area, efforts will be made to reassign the employee to a vacancy outside the competitive area. Costs of relocation will be paid under applicable government regulations. For an employee who has received a RIF notice but who has not yet been separated due to a RIF, costs for relocation will be paid in an amount not to exceed the severance pay to which the employee would otherwise have been entitled if that employee were separated by RIF.
- C. An offeree of a vacant position may decline the offer without any prejudice to the employee's other RIF rights and options. An offer of a vacant position shall be held open for ten (10) calendar days to allow the offeree time to evaluate the offer and accept or reject.
- D. Management will make a reasonable effort to train an employee affected by a RIF, where necessary for reassignment in lieu of separation.
- E. When Management decides to fill a vacancy in the bargaining unit (and the vacancy has not already been filled pursuant to subparagraphs A. or B.), it shall consider for the position a qualified employee who has previously been terminated by NOAA-GC in a RIF within the previous three (3) years.

SECTION 3. Employment Placement Assistance

- A. It is Management's objective to offer employment placement assistance to employees adversely affected by RIFs. This includes employees who are unable to accept assignment to another commuting area. Eligibility for employment placement assistance begins on the date a specific RIF notice is issued, and, except for ongoing services specified below, ends on the effective date of the RIF action.
- B. Management will ensure, to the extent practicable, that employees who are separated due to RIF have access to, and instructions how to use, the government's current job search publication, software or online application, currently USAJobs at www.usajobs.gov, or other available government job search resources.
- C. Within the constraints of time, applicable authorities, and budget, NOAA-GC will provide the following additional assistance to an employee who is affected by RIF: information on the placement assistance programs available through OPM; individual job counseling and referral; stress and mental health counseling through the Employee Assistance Program; job testing, assessment, and evaluation; training on self-directed job search, resume preparation, and interviewing; and financial planning.
- D. Employees who receive a specific RIF notice shall be granted a reasonable amount of administrative leave to obtain information regarding unemployment benefits and/or to contact job placement and employment agencies and potential employers.

SECTION 4. Waiver

During the term of this Agreement, all RIFs will be conducted in accordance with the Agreement and applicable regulations. Nothing will waive the right of the Union to negotiate on the impact or implementation of any individual RIF with respect to matters not specifically covered by this Agreement, except that a waiver may be made in a written document signed and dated by both Parties that states that it is a waiver, and specifically describes the nature and extent of the waiver, and its legal basis.

ARTICLE 16

Promotions

SECTION 1. At the request of the employee, an employee will be considered for promotion to the next higher grade after serving in their current grade for one (1) full year if the employee has received a performance rating at their most recent annual performance evaluation of “meets or exceeds expectations”, and has consistently demonstrated the readiness and ability to perform at the next higher level. Merely performing at a “meets or exceeds” level is not sufficient to meet this eligibility requirement. Below in Section 5 are the specific criteria that Management has identified as being required for promotion to the GS-15 level.

SECTION 2. Nothing in this Agreement abrogates or limits Management rights under [5 U.S.C. Section 7106](#).

SECTION 3. An employee’s qualifications for promotion to the next higher grade, as well as the employee’s progress and accomplishments, should be discussed in the employee’s annual performance review and in the mid-year progress review. In addition, once per year, if requested by the employee, the first line supervisor/manager or other Management designee will meet with the employee as soon as practicable at a mutually convenient time to discuss the employee’s promotion potential, and any steps the employee may take to enhance their qualifications for promotion.

SECTION 4. On a quarterly basis, NOAA-GC senior Management will convene a Management review committee meeting of appropriate NOAA-GC supervisors/managers or other Management designee(s) to review the promotion potential and qualifications for promotion of those employees who have been in their current grade for one (1) year, submitted a formal request with accompanying supporting documentation, or who are recommended for promotion in accordance with Section 5 below.

- A. In a timely manner, after the quarterly Management meeting referenced in this Section, an employee under consideration for promotion will be notified by a member of the Management review committee and the first line supervisor/manager or other Management designee whether the employee’s promotion to the next higher grade has been approved by NOAA-GC Management. If the promotion has not been approved, the Management review committee member and first line supervisor/manager or other Management designee will give the employee the reasons why the promotion was not approved and any steps the employee may take to enhance their qualifications for promotion.
- B. The first line supervisor/manager or other Management designee is responsible for preparation of promotion recommendations. Promotion recommendations should be concise, and only as long as necessary to demonstrate persuasively that the employee has met the criteria. For promotions up to GS-14, the supervisor/manager or other Management designee should address the performance criteria in the position description for the higher grade, providing a basis with respect to each performance criterion. For promotion to GS-15, see [Section 5](#) below.

SECTION 5. Criteria for Promotion to the GS-15 Level

An employee will be considered for promotion to grade GS-15 if the employee has met substantially all the criteria below, which may include experience gained before or during employment with NOAA-GC. While an employee is ultimately responsible for their professional growth and development, to the extent practicable, a supervisor/manager will seek to provide opportunities for an employee to meet these criteria. Examples of activities that meet a criterion are provided below for guidance. However, experiences different from but similar in nature and difficulty to those provided in the examples below may be used to justify promotion to a GS-15.

- A. Gained a diversity of legal and/or programmatic experience. This criterion can be met by demonstrating that the employee has completed a variety of work in one (1) or more offices.
- B. Demonstrated a high degree of skill in oral and written expression. Examples of activities that would be evaluated for the purposes of satisfying this criterion include, but are not limited to:
 - (1) Made a presentation to a regulated community or at an in-house subject matter training conference;
 - (2) Taught a training course for federal or state employees;
 - (3) Presented in-house at a brown bag on substantive matters relevant to NOAA;
 - (4) Provided significant legal advice and/or guidance as counsel to bodies that include, but are not limited to, a Commission, Fishery Management Council, Take Reduction Team, Natural Resource Trustee Council, or similar body, Agency program, other Executive Branch agency, or as of counsel to the Department of Justice (DOJ) on litigation matters;
 - (5) Written article(s) in professional journals or other publications;
 - (6) Participated as a lecturer in legal, academic or public settings;
 - (7) Lectured at law school;
 - (8) Taught a continuing legal education (CLE) course;
 - (9) Prepared a handbook or guidance document for use by NOAA, other agencies or entities; or
 - (10) Wrote a significant brief or motion.
- C. Earned the trust and confidence of clients, as demonstrated by communications or awards from clients, or by supporting narrative from a first-line supervisor/manager.

- D. Demonstrated in-depth knowledge and ability to apply substantive and administrative law, regulations and policies relevant to the employee's area of practice.
- E. Demonstrated a basic knowledge of technical aspects of clients' work (for example, fisheries or natural resource science or economics).
- F. Demonstrated a familiarity with relevant Agency and Departmental policies, practices and procedures.
- G. Demonstrated an understanding of the relevant regulated industry (for example, a particular fishery, marine shipping and transportation, civilian satellite technology, energy, manufacturing).
- H. Demonstrated the ability and willingness to undertake a unique or difficult problem or project not necessarily in the employee's normal or current field of practice. Examples of activities that would be evaluated for the purposes of satisfying this criterion include, but are not limited to, Law of the Sea Accession, interagency MOU work groups, and office-wide work groups.
- I. Demonstrated the willingness to be a team player by assisting others in handling excessive workloads or time critical or complex assignments.
- J. Demonstrated the ability to apply knowledge and understanding of the Agency's policies and legal positions in day-to-day legal practice.
- K. Demonstrated the ability to analyze and solve complex, critical, unique or sensitive legal or policy issues and create solutions.
- L. Demonstrated the ability to communicate effectively, orally and in writing, Agency legal and policy positions intra-and extra-murally (e.g., to NOAA-GC, clients, constituents, other Federal and state agencies).
- M. Demonstrated the ability to utilize effectively office computer systems and available legal research tools, including the ability to conduct legal research through use of Westlaw, Lexis, or other programs, and the Internet.
- N. Demonstrated the ability to review documents efficiently and effectively (e.g., in a timely manner, focusing on substance, not on trivia).
- O. Demonstrated the ability to work independently without supervision, while understanding when to raise an issue to superiors.
- P. Demonstrated the ability to train others and pass on knowledge or experience.
- Q. Demonstrated the ability to identify important legal, factual, or technical issues and focus on an appropriate legal or policy response.

- R. Demonstrated the ability to organize group efforts and provide leadership and effective communications within such groups.
- S. Demonstrated the ability to work effectively with, as applicable to that employee's practice area, the DOC General Counsel, the DOJ, and other Federal and state agencies.
- T. Demonstrated the ability to apply knowledge and skills to increasingly uncertain, complex, sensitive and long-range legal and policy issues.
- U. Demonstrated the ability to maintain a professional demeanor regardless of circumstances.
- V. Demonstrated the ability to work effectively and courteously with paralegal and support staff.
- W. Demonstrated the ability to support an Agency decision in a professional manner regardless of the employee's own opinion or position.
- X. Demonstrated the ability to comply with Departmental and Agency policies, procedures, and practices.
- Y. Demonstrated the ability to distinguish between legal and policy advice, to communicate that difference, and to present legal options.

SECTION 6. For those employees approved for promotion, the [Standard Form \(SF\)-52](#) shall be submitted to the appropriate Work Force Management Office and/or administrative processing center within ten (10) business days. A copy of the submitted paperwork shall be sent to the employee. Management will make best efforts to have all promotions become effective in the earliest possible pay period following submission of the [SF-52](#) to the Work Force Management Office.

ARTICLE 17

Training and Career Development

SECTION 1. The Parties agree upon the request of either Party to establish a Joint Training and Career Development Committee (Committee) to consider programs, policies, and strategies designed to aid employees in enhancing their current job skills and to provide opportunities for upward and lateral career mobility.

SECTION 2. Professional Development Program

A. General

Management agrees to provide bargaining unit employees with regular opportunities for professional development with NOAA-GC, and if practicable outside of NOAA-GC, including the honors attorney program for recruiting new employees, temporary details, developmental work assignments outside an employee's usual area of practice, permanent internal transfers/reassignments, mentoring opportunities, and training opportunities.

Through these programs, Management intends to:

- (1) Provide employees with opportunities for part-time developmental work assignments, part-time or full-time details as available, permanent transfers/reassignments, and professional training consistent with the needs of the organization;
- (2) Identify and resolve barriers or impediments to employees being able to take advantage of these opportunities; and
- (3) Evaluate and adjust this program as agreed to by the Parties consistent with [ARTICLE 11](#) of this CBA.

B. If an employee changes duty stations temporarily, and relocation is involved, employees may be issued travel orders, and if the stay is extended, the Parties may enter into an MOU for living costs. There is no expectation of reimbursement for relocation expenses for a permanent reassignment requested under this professional development program.

C. The honors attorney program and the details/assignments/transfers program are intended to be complementary parts of the Professional Development Program. Management agrees that the honors attorney program will not displace or prevent an open season and detail/assignment/transfer opportunities.

SECTION 3. Detail/Assignment/Transfer Program

A. Management and the Union agree that this program is intended to provide flexibility for Management to provide for a richer work environment and develop a more skilled and knowledgeable staff. Details, developmental assignments, internal transfers/reassignments, mentoring, and opportunities for employees to collaborate with

Management are voluntary.

- B. Each year, Management will announce an “open season” between January 15 through March 15 (or as close to this time window as practicable). During the open season, employees may identify an interest, including noting the desired section and duration in any details, developmental assignments, permanent transfers/reassignments, or mentoring opportunities.
 - (1) Developmental assignments could include discrete work projects of varying duration;
 - (2) Details could include inter-agency, intra-agency, or inter-Department work;
 - (3) Internal transfers could include being reassigned to another Section;
 - (4) Mentoring opportunities could include either serving as a mentor or receiving a mentor.
 - (5) The open season is not intended to prevent the consideration of suitable arrangements and opportunities at other times. Specifically, details, developmental assignments, transfers/reassignments and mentoring opportunities may be identified at any time by either Management or interested employees, and Management will attempt to accommodate those opportunities and employees’ interests as much as is practicable consistent with the Agency’s mission and goals. Management will make best efforts to respond to employee interests within sixty (60) days of the end of the open season. For requests that cannot be accommodated, Management will explain the reasons, and consider possible alternatives, as appropriate.
- C. Management will make reasonable efforts to accommodate mentoring requests, but reserves the right to decide whether each arrangement is mutually beneficial and practicable. Bargaining unit employee mentoring does not include providing or making any performance evaluation recommendations or opinions. An employee’s mentoring may be considered in support of that employee’s promotion.
- D. At the time of posting an announcement for an available NOAA-GC position, Management will make best efforts to provide notice to employees of the available position.

SECTION 4. Honors Attorney Program

- A. Management may initiate hiring honors attorneys consistent with the Agency’s needs and available resources. Honors attorneys will participate in at least two (2) rotations in various NOAA-GC Sections which may include regional offices. Management will make reasonable efforts to accommodate an attorney’s preference for any rotations, consistent with the needs of the Agency.

- B. Honors attorneys positions are permanent, not term-limited, positions. Honors attorneys are entitled to a permanent placement at the end of the rotation period subject to completion of their probationary period and passage of an applicable bar. Management will make reasonable efforts to accommodate an attorney's preference for permanent placement after the rotations are completed. Management will also attempt to provide as much advance notice as practicable and will provide at least ninety (90) days for the attorney to find a suitable residence before the attorney moves to a new duty station for the permanent position. If a permanent placement involves a change in duty station, honors attorneys are expected to be responsible for their personal relocation costs.
- C. The honors attorney may be assigned a mentor to assist the attorney with the honors attorney program and help acclimate the attorney to the Office of General Counsel.

SECTION 5. Training

- A. Employees and supervisors shall work together to find training opportunities that will enhance the employees' legal knowledge, skills, abilities, or potential. It is a goal for each employee to be able to schedule at least fifteen (15) hours of training per year. If a GC Section budget is not adequate to fund training for all NOAA-GC employees in that Section, those employees not receiving funded training in one fiscal year will receive consideration in the following fiscal year.
- B. Employees may request to attend courses, seminars, meetings, or conferences that they believe will either enhance their current working skills or provide training for work they can reasonably expect to perform in the future. The supervisor may grant or deny such a request, depending on the relevance of the training, demands of office workload, and available resources.
- C. Management may grant administrative leave to employees to attend training that is approved but not funded by Management as valuable to the Agency's mission and the employees' performance.
- D. With Management's approval, an employee within ten (10) years of retirement eligibility may attend a retirement planning seminar or course offered by NOAA. Unless such a course is not offered in the employee's commuting area, the employee should attend a course in their commuting area. Depending on budgetary constraints, Management may reimburse the employee for all authorized expenses related to such training. With Management's approval, an employee with at least five (5) years of government service and within fifteen (15) years of retirement eligibility may attend a mid-career retirement planning seminar or course. Unless such a course is not offered in the employee's commuting area, the employee should attend a course in their commuting area. Depending on budgetary constraints, Management may reimburse the employee for all authorized expenses related to such training.
- E. Management will make best efforts to provide easily accessible on-line training, such as West Legal Education for all employees.

SECTION 6. Pro Bono Work

A. Management agrees that employees can provide significant voluntary legal assistance and other community services to members of the public in need of their skills and abilities:

- (1) Pro Bono work includes:
 - (a) Legal services to persons of limited means or other disadvantaged persons;
 - (b) Legal services to charitable, religious, civic, community, governmental, health, or education organizations addressing the needs of such persons;
 - (c) Legal services to individuals or organizations seeking to secure or protect civil rights, civil liberties or public rights; or
 - (d) Activities seeking to improve the law, the legal system or the legal profession.
- (2) The provision of Pro Bono work may not interfere with an employee's official responsibilities and must be conducted without compensation during off-duty hours or while on leave.
- (3) Pro Bono representation requiring work during work hours may be conducted with the use of annual leave or the use of an alternate or flexible work schedule. Annual leave or rescheduling requests shall be liberally granted when requested for this purpose. Up to twenty (20) hours of administrative leave per year may be granted for Pro Bono activities and training that will enhance job-related skills or otherwise provide education directly beneficial to office operations.
- (4) The following limited use of Agency resources may be authorized by an employee's supervisor as long as they do not interfere with normal operations of the office and do not occur while the employee is on-duty:
 - (a) Uses involving only negligible expense to the Agency;
 - (b) Use of telephones that do not incur extra charges to the Agency;
 - (c) Use of databases such as Lexis/Nexis or Westlaw that are paid for at a fixed rate rather than an hourly basis;
 - (d) Agency reference materials;
 - (e) Internet services consistent with Agency policy.
- (5) No employee may engage in Pro Bono activity in which the United States is a party or has a direct and substantial interest.

ARTICLE 18

Equal Employment Opportunity

SECTION 1. Employees shall receive fair and equitable treatment in all aspects of personnel management without regard to political affiliation, race, color, religion, national origin, sex, marital status, age, or disabling condition, and with proper regard for their privacy and constitutional rights.

SECTION 2.

- A. An employee who believes that he or she may be the victim of prohibited discrimination may file either a formal EEO complaint with the Agency, or a grievance under [ARTICLE 9](#), but not both. The employee shall not be deemed to have selected the EEO complaint alternative merely because he or she has discussed the matter with an EEO counselor, but shall be deemed to have selected the EEO complaint alternative at the time he or she files a formal discrimination complaint. Any employee who has filed an equal employment opportunity complaint or a grievance that alleges discrimination shall be free from coercion, interference, or reprisal.
- B. Any meeting requested by or initiated by the NOAA Office of Civil Rights is not considered a formal discussion for purposes of [ARTICLE 6, Section 2](#), of this Agreement. Management is not obligated to notify the Union. However, the employee may elect to be accompanied by a representative, who may be a Union representative.

SECTION 3. Nothing in this Article expands or contracts any employee's rights under the [Equal Opportunity Act of 1972](#).

ARTICLE 19

Leave

SECTION 1. General

Various forms of leave are generally governed by applicable laws and regulations. The purpose of this Article is to set forth certain understandings between the Parties concerning the administration of annual leave, parental and family leave, bereavement leave, and leave related to emergencies.

SECTION 2. Annual Leave

- A. Employees are entitled to take annual leave subject to the operating needs of the office. Reasonable efforts will be made to accommodate employee requests for leave.
- B. Requests for and approval of annual leave shall be made as far in advance as practicable. Requests for annual leave shall be made directly to the employee's immediate supervisor, or supervisor's designee(s) in the absence of the supervisor.
- C. Management may grant employees advanced annual leave when:
 - (1) The employee is eligible to earn annual leave;
 - (2) The employee has served more than ninety (90) days in the current appointment;
 - (3) The employee submits a request in writing on the approved form;
 - (4) The request does not exceed the amount of annual leave the employee would earn during the remainder of the leave year; and
 - (5) The employee will be in a duty status long enough to repay or liquidate the advanced leave granted.
- D. Management will make best efforts to approve or disapprove a leave request within a reasonable period of time. If Management disapproves a request, an employee may request the reason(s) in writing and an opportunity to address the reason(s) in a manner that may provide for approval of the request.

SECTION 3. Family and Medical Leave Act (FMLA) Leave

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

SECTION 4. Leave for Bereavement

In accordance with this Agreement, applicable law including the [Federal Employees Family Friendly Leave Act](#), and applicable regulations, an employee will be granted any combination of annual, sick, or LWOP, when there has been a death in the employee's family.

SECTION 5. Remote Worker Emergency Leave

If an employee is prevented from safely working at the approved remote work duty station due to circumstances arising from inclement weather or an emergency situation, an affected employee may request administrative leave. Upon such a request, Management shall furnish a timely response. If the response is oral, and the decision is to deny administrative leave, the denial shall be placed in writing with a statement of the reasons therefore.

SECTION 6. Court Leave

Court leave will be granted in accordance with applicable laws and regulations. An employee eligible for court leave shall be granted court leave to serve on a jury for the entire period of service, extending from the date on which they are required to report to the time of final discharge by the court. If an employee is on annual leave when called for jury duty, court leave should be substituted.

SECTION 7. Disabled Veteran Leave

[Disabled Veteran Leave](#) will be granted in accordance with applicable laws and regulations.

SECTION 8. Military Leave

Military Leave is that leave as defined in [5 U.S.C. 6323](#). Military leave will be granted in accordance with applicable laws ([5 U.S.C. 6323](#)) and regulations.

An employee contemplating the use of military leave will advise the supervisor/manager as soon as possible of the anticipated dates of such leave.

SECTION 9. Religious Observance

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

SECTION 10. Voting Administrative Leave

- A. Employees may be granted up to our (4) hours of administrative leave for voting in connection with each Federal, state, local (i.e., county and municipal), Tribal, and territorial level election. The administrative leave may be used for voting on election day or for early voting (e.g., voting prior to Federal general election day, as authorized by their jurisdiction). If an election simultaneously involves more than one (1) level, it is considered to be a single election event. An employee is limited to four (4) hours of administrative leave for voting per election event.
- B. Employees may be granted up to four (4) hours of administrative leave per leave year to serve as a non-partisan poll worker or to participate in non-partisan observer activities at

the Federal, state, local (i.e., county and municipal), Tribal, and territorial level. (A “leave year” begins on the first day of the first pay period commencing on or after January 1 of the given year and ends on the day before the first day of the next leave year.). This leave is in addition to any administrative leave an employee uses to vote. This leave includes training periods. If those duties require the employee to be absent for a longer period of time, the employee must use annual leave (accrued or advanced), earned compensatory time off, or credit hours earned under a flexible work schedule. An employee may also request leave without pay according to Agency internal policies and this Agreement.

- C. Scheduling of administrative leave for any of the above-described purposes is subject to a determination by the Agency that the employee can be relieved of duty during the specific period of time requested by the employee without significantly impairing mission-essential operations. An agency should strive to accommodate employee leave requests by making necessary operational adjustments. Administrative leave may be used for any travel time to and from the employee’s voting poll location. If an employee needs to spend less than four (4) hours to vote, only the needed amount of administrative leave should be granted.

SECTION 11. Safe Leave

In accordance with applicable law and [Presidential Memorandum on Supporting Access to Leave for Federal Employees](#), issued on February 2, 2023, and accompanying [OPM Fact Sheet: Time Off for Safe Leave Purposes](#), Management will support an employee’s request for time off from work for qualifying safe leave purposes related to seeking safety and recovery for domestic violence, dating violence, sexual assault, stalking, or related forms of abuse or harassment. Employee requests may take the various forms, including a request for paid or unpaid leave, exercise of workplace flexibilities, use of Employee Assistance Program services, or a combination of two (2) or more of these.

SECTION 12. Wellness Leave

Administrative may be granted for participation in approved health, wellness, and fitness activities during duty time in accordance with the NOAA Wellness @ Work Program Human Resources Guidance Bulletin #1018, FY23, dated July 25, 2023.

SECTION 13. Personal Matters

The Parties recognize that employees occasionally may need to conduct personal matters during work hours, whether in the office or away from the office. Except for brief telephone calls and absences, time spent on personal matters is not compensable, and must be charged to annual leave, credit hours, or compensatory time.

ARTICLE 20

Work Schedules

SECTION 1. General

This Article applies to work schedules of all full-time and part-time employees.

- A. In accordance with the provisions of [5 U.S.C., Chapter 61](#), and the terms of this Article, the use of maxiflex work schedules is permitted.
- B. Participation in a maxiflex work schedule is voluntary with the employee. All maxiflex work schedules must be approved by the supervisor.

SECTION 2. Determinations

- A. Management will continue to have responsibility for seeing that the mission of NOAA-GC is carried out. Subject to the overall direction of NOAA-GC, supervisors in each Section will determine adequate coverage during official hours for the purpose of assuring that office functions are fulfilled, including providing representation at essential meetings, handling inquiries from clients, and responding to program needs. When coverage requirements are established, all employees are required to meet them.
- B. Each supervisor shall decide which of their employees, if any, are eligible to participate in a flexible work schedule. In making that determination, the supervisor shall consider the needs of the clients, adequate legal coverage in the office, type of work done by the employee, and the past performance of the employee. Where practicable, personal preference will be honored in scheduling coverage. Where personal preference conflicts with the equitable sharing of the burden of coverage, personal preference shall give way. The opportunity of each employee to maximize flexible work hours shall be consistent with the coverage of legitimate work unit functions.
- C. The supervisor will designate core hours and flexible schedules for the Section.

SECTION 3. Abuse

Any problems of individual abuse of a maxiflex work schedule or timekeeping systems will be reviewed and acted upon by Management. Such action may include the exclusion of an employee from a flexible work schedule, modifying the schedule, or changing the method of timekeeping for that employee.

SECTION 4. Definitions

- A. **“Basic work requirement”** means the number of hours an employee must work or account for by leave in each pay period. For full-time employees choosing to work a maxiflex schedule, the basic work requirement is eighty (80) hours in a biweekly pay period.

- B. **“Core hours”** refers to the scheduled hours of the workday during which an employee must either be working or on leave.
- C. **“Credit hours”** refers to the hours which an employee elects to work in the same or another day in order to have an equal amount of time off on another day. A full-time employee may carry up to twenty-four (24) credit hours as permitted by law. A part-time employee is limited to the proportional amount of hours of the hours worked per pay period as permitted by law. Use of credit hours during the pay period earned or in a subsequent pay period will be governed by the same rules as the use of any other leave type.
- D. **“Maxiflex work schedule”** refers to a type of flexible work schedule consisting of core hours and a flexible schedule. Employees must be working during core hours, but may deviate from a specified arrival and departure time and work credit hours during the flexible schedule. The basic work requirement is eighty (80) hours per biweekly pay period, but the employee may complete this requirement in fewer than ten (10) workdays, consistent with any Section-specific maxiflex work schedule plans developed under Section 5.

SECTION 5. Implementation

As soon as possible following the effective date of this Agreement, and subject to NOAA-GC approval, NOAA-GC Sections may develop and implement Section-specific maxiflex work schedule plans based on the needs of each particular Section. These plans will be developed by the Section supervisor in consultation with the participating employees in each Section, and, to the maximum extent practicable, with regard for each employee’s individual scheduling preferences. Individual employees will seek and must obtain their supervisor’s approval for any revisions to their initial schedules. Supervisors may require weekly posting of schedules if necessary for the proper functioning of the Section. Individual schedules approved prior to this agreement may continue in effect after the effective date of this Agreement.

SECTION 6. Review, Modification, and Termination

Section maxiflex work schedule plans may be subject to periodic review, and may be modified as needed.

SECTION 7. Part-time Career Employment

- A. Part-time career employment is an option for Federal employees, as set out in the [Federal Employees Part-time Career Employment Act of 1978](#) (“the Act”), [5 U.S.C. 3401](#) et seq., OPM Guidelines, [5 C.F.R. Part 340](#) (Other than Full-Time Career Employment), OPM Federal Personnel Manual System Letter 340-3, and [DOC Department Administrative Order \(DAO\) 202-340](#) (Part-time Career Employment Program).
- B. Management agrees that part-time career employment is a viable option for bargaining unit employees. Part-time employees are eligible for the same benefits as full-time employees, including leave, retirement, and health and life insurance coverage though some elements may be pro-rated in as noted in OPM guidance. Part-time employees will

be treated equally with full-time employees for purposes of promotions, awards, and all other aspects of career employment.

ARTICLE 21

Diversity, Equity, & Inclusion Task Force

SECTION 1. Management and the Union commit to creating and fostering a diverse and inclusive workforce within the NOAA Office of General Counsel, and to increase awareness, target solutions, and provide a continuing focus on the broader issue of social equity and how it relates to our organization and its practices. Management and the Union agree that creating and fostering a diverse and inclusive workforce within the NOAA Office of General Counsel is a priority goal that will contribute to the broader NOAA vision of “an inclusive environment in which the Agency leverages diversity to achieve mission goals and business objectives and maximizes the potential of individuals and the organization.”¹ The Diversity, Equity & Inclusion Task Force was created to implement this goal. The Task Force will meet regularly to discuss and specifically define policy, practice, or procedure action items necessary to create and foster a diverse and inclusive workforce and culture, and, in a broader sense, to provide a forum for raising, discussing, and addressing issues of social equity.

SECTION 2. The purpose of the Task Force will be to:

- A. Propose action items for implementation, with a specific focus on recruitment, retention, representation, and education;
- B. Examine ways to increase awareness, target solutions, and continue focus on social equity and how it relates to our organization and practices;
- C. Track, measure outputs, evaluate progress of implemented action items, and create subgroups, as necessary, to facilitate the goals of the Task Force; and
- D. Prepare reports to Management, which will also be shared with the Union, on the progress of implemented action items.

ARTICLE 22

Credit Hours and Compensatory Time

SECTION 1. The Parties believe that the mission of NOAA-GC is best served when employees balance their work duties with their personal responsibilities and pursuits. They agree that eighty (80) hours per pay period is the norm for full-time employees. Employees should be able to accomplish routine work assignments within that schedule. On occasion, in unusual circumstances, Management may require an employee to work more than eighty (80) hours in a pay period. Examples include responding to natural resource emergencies, meeting litigation deadlines, and participating in administrative hearings, Regional Fishery Management Council meetings, or negotiations.

SECTION 2. Employees may not work uncompensated time. Any time worked must be recorded as normal time within an employee's eighty (80) hours per pay period, or if over eighty (80) hours, credit hours, and, once the credit hour limit is reached, compensatory time with supervisory approval.

SECTION 3. Employees must notify their supervisors as far in advance as possible of any situation that may require compensatory time work in excess of eighty (80) hours per pay period to ensure all work is compensated, including identifying any pay cap limitations that relate to their specific circumstance. In accordance with pay cap restrictions, a supervisor may order and approve in writing up to ten (10) hours per pay period of compensatory time work. The NOAA General Counsel or a designee must order and approve in writing any work in excess of ten (10) hours of compensatory time per pay period and may not order any work that would exceed pay cap restrictions, unless a waiver or other appropriate authorization is received.

SECTION 4. Hours worked in excess of eighty (80) hours per pay period and beyond the credit hour limit will be compensated by granting compensatory time in lieu of overtime pay, in accordance with applicable law. As there are budget implications for the granting of compensatory time, the employee will make every effort to use compensatory time in lieu of other leave when possible. If an employee is unable to use their compensatory time within one (1) year of its accrual, an employee may elect to receive a payout for the excess hours in the beginning in the first pay period after one (1) year from the time it was earned.

SECTION 5. Employees accruing and using compensatory time will account for such use in accordance with applicable timekeeping procedures.

ARTICLE 23

Travel

SECTION 1. Employees required to travel will follow all applicable rules and procedures established by Statute, regulations and agency directives. To the extent possible, Management should schedule travel during official work hours. Management may, however, require an employee to travel on weekends, or a holiday.

SECTION 2. It is the responsibility of each employee to minimize the cost to the government of official travel. Out-of-town meetings and conferences will be scheduled, whenever possible, so as to permit the employee to depart their residence no more than two (2) hours prior to the time they regularly depart for work and to return home no later than two (2) hours after they regularly return from work. If that cannot be accomplished, it is permissible to depart a day earlier or return a day later than the meeting or conference. It is the responsibility of the employee to schedule travel so as to minimize unproductive time and the need for overnight accommodations.

SECTION 3. Time spent in a travel status during regularly scheduled work hours is considered compensable time. Time spent in travel status outside of regularly scheduled work hours is not considered compensable time, unless otherwise authorized by law.

SECTION 4. Employees may use annual leave while on government travel that may result in extending the travel time, with advance supervisory approval, which shall be granted consistent with NOAA-GC policy regarding addition of personal time while on government travel.

ARTICLE 24

Safety and Health

SECTION 1. This Article applies only to NOAA workplaces.

SECTION 2.

- A. Management will provide a safe and healthy work environment for employees. Management will comply with all applicable requirements for the abatement of unsafe and unhealthful conditions, including inspection and reporting requirements.
- B. If an employee has reason to believe that an unsafe or unhealthful condition exists or may exist at their workplace, then that employee shall notify their supervisor and the Union immediately. Management will refer the complaint to the appropriate individual or office for investigation and, if necessary, correction, and shall notify the Union when such referral has been made.
- C. In this Article, “notify” and “notification” mean, where time permits, written notification. Where time does not permit, notification may be made in person or by telephone call. Oral notification shall be memorialized in writing (E-mail is acceptable) within five (5) days. Notification under this Article does not relieve Management of its obligations under [ARTICLE 11](#).
- D. Within ten (10) days after referral, as provided in Section 1.B. above, or within ten (10) days of having knowledge of an existing or potential unsafe or unhealthful condition that would affect employees, Management shall make best efforts to provide to the Union a description of the unsafe or unhealthful condition and its cause(s), identification of affected employees, the location of the problem, a summary of steps being taken in the interim to protect employees from being injured by the unsafe or unhealthful working conditions, a description of the actual or proposed remedy, the basis for such remedy, the proposed schedule for corrective action, and the proposed follow-up schedule, and to supplement this information in order to keep it correct and current. This information will be provided in writing or by such other means of communication as the Parties may agree. In case of an emergency requiring immediate corrective action, Management shall provide this information to the Union within ten (10) days after the corrective action begins.

SECTION 3. When an employee believes that their health has been adversely affected by conditions in the workplace, that employee will provide medical documentation to Management. When, in Management’s judgment (taking into account medical documentation submitted by the employee), it becomes necessary to remove an employee from a work area because of conditions or practices in the work area that pose a threat to the employee’s health or physical safety, Management agrees to consider all reasonable options to provide the employee with an alternative work site, including off-site locations.

SECTION 4. When Management becomes aware of a possible violation of any health or safety standards in the workplace that may pose a threat to an employee's health or physical safety, Management shall immediately notify both the Union and the affected employee(s) of the violation.

SECTION 5. Management agrees to assure that no employee will be subject to restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthful working condition, or other participation in Agency occupational safety and health program activities, or because of the exercise by such employee on behalf of themself or herself or others of any right afforded by [29 U.S.C. 668](#), [Executive Order 12196](#), or [29 C.F.R. Part 1960](#).

SECTION 6.

- A. Employees are required to report immediately to their supervisors any accident or injury, major or minor, that occurs on the job. When an employee becomes ill or injured in the performance of their duty, the employee must advise the supervisor as soon as possible. In cases where the employee is medically unable to contact their supervisor, a family member or representative may provide the required notification.
- B. Management will inform any employee injured on the job of the procedures for filing a claim for benefits under the [Federal Employees Compensation Act](#) or will direct the employee to the person or office that can provide such information.
- C. Copies of accident and injury report forms generated by Management will be provided to the local Union Steward, upon request.

SECTION 7.

- A. To the extent that Management has control of the situation, Management will seek to minimize construction or space modifications undertaken during working hours that are likely to result in the presence of dust, fumes, odors, toxins, or levels of noise so as to make the occupied work areas uninhabitable.
- B. If Management is aware that paint, pesticides, glues or other chemicals or substances are to be used in buildings, or that conditions may exist in a building that may adversely affect employees' work areas or health, Management will provide as much advance notice as possible to the Union and to the affected employees.
- C. If an employee's supervisor or other authorized individual determines that such construction, space modification, use of paint, pesticides, glues or other chemicals or substances, or the existence of other health and safety condition[s], substantially interferes with or may substantially interfere with an employee's ability to perform work-related responsibilities, the supervisor shall provide alternative work arrangement for the employee.

SECTION 8. When an employee who suffers a job-related injury or illness goes to a medical facility for treatment, Management will follow the guidance provided by Human Resources and DOC/GC in accepting medical opinion provided by the employee regarding any prognosis, and whether the employee is able to work.

SECTION 9. NOAA-GC offices will comply with [Executive Order 13058](#) (August 9, 1997) on a smoke-free environment.

SECTION 10. Management will provide a copy of the Agency's occupational safety and health program, and a copy of applicable safety and health standards, to the Union upon request.

SECTION 11. A Union Steward or their designee shall be given an opportunity to accompany safety and health inspectors during a physical inspection of any NOAA-GC workplace, as required by [29 C.F.R. Section 1960.27\(a\)](#).

SECTION 12. Upon the request of either Management or the Union, Safety and Health Committee(s) may be formed to address safety and health concerns related to NOAA-GC workplace(s).

SECTION 13. Upon request from an employee, Management will provide a lock for the door of the employee's individual workspace. A copy of the key for that lock must be maintained in the NOAA-GC office so that an employee's co-workers or supervisor will have access to the employee's workspace for work-related reasons. For an employee in a cubicle or an open space office arrangement, Management will provide a lockable cabinet or file upon request.

SECTION 14. Management agrees to use best efforts to support addressing mental health and physical health issues by encouraging efforts by employees to raise awareness of mental health issues relevant to NOAA-GC operations when opportunities arise. Management supports use of telework and flexible schedule options to support overall mental health.

Upon request, a Health Awareness Team may be formed to determine whether to make recommendations on how to implement programs, policies, or procedures to address mental and physical health needs and will forward to the Deputy General Counsels and the Union Chair and Vice-Chair any recommendations it finds suitable. Any resulting implemented programs should be reviewed periodically by the Team. Any conclusions or recommendations should be submitted to the Deputy General Counsels and Union Chair and Vice-Chair. The team will work to eventually enhance/develop other programs that may be identified as appropriate or necessary for employee mental health well-being. This team may be disbanded or re-constituted at any time upon mutual agreement.

ARTICLE 25

Awards

SECTION 1. Management recognizes that awards improve employee morale, efficiency, and productivity, and encourage a team approach to the achievement of Agency goals.

SECTION 2. Management shall ensure that each employee has a fair and equitable opportunity to receive awards, and access to the description of the types of awards available.

SECTION 3. By February 15 of each year, Management shall furnish the Union a list of awards made to bargaining unit employees within the preceding calendar year. This list will include the name of the employee, the nature or title of the award, a brief description of the substance of the award, and the dollar amount of the award, if any, unless release of the information is prohibited by law.

ARTICLE 26

Official Personnel Folders

SECTION 1. Employees and/or their designated representative have the right to examine the following official records personally identified to the employee: the electronic official personnel folder (eOPF). All bargaining unit employees, and/or their duly authorized representatives, may review the contents of their own OPF by accessing the eOPF system electronically. Such employees will be provided assistance as necessary to obtain electronic access to their personal eOPF.

ARTICLE 27

Employee Assistance Program

SECTION 1. Management agrees to inform employees about the services available from the Employee Assistance Program (EAP) annually via broadcast E-mail. Contact information about EAP can be obtained through the [NOAA Office of Human Capital Services EAP website](#) and through the [Federal Occupational Health website](#). The EAP is an employee wellness program designed to support emotional, physical, occupational, intellectual, financial, social, environmental, and psychological health.

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

SECTION 3. An employee who is referred to the EAP will be granted administrative leave for the initial counseling session. Administrative leave may be granted to an employee for participation in the EAP for problem identification and referral to an outside resource. During any period(s) of treatment and rehabilitation through an outside resource, employees are required to use the appropriate leave (sick leave, annual leave or LWOP).

ARTICLE 28

Office Space and Furnishings

SECTION 1. Management agrees that private offices are the norm for employees, and agrees to make best efforts to maintain private offices for employees who are not under a remote work agreement. If NOAA-GC offices relocate, and subject to budgetary constraints and physical constraints of the space to be occupied, Management will make best efforts to provide access to a private office to each employee not under a remote work agreement.

SECTION 2. Each employee's office shall be furnished with furniture and equipment adequate for the performance of the employee's work at the employer-furnished federal building. Management agrees to make best efforts to obtain the office furniture and equipment that suits each employee's health and wellness needs, which may include, as reasonable, ergonomic furniture, full spectrum lighting, etc.

SECTION 3.

- A. In the event that new office space is acquired or constructed for the use of employees, or existing office space is consolidated or relocated, Management will provide to the Union the following information as far in advance as possible:
 - (1) A copy of the building or space specifications (before they are submitted to General Services Administration (GSA) or other responsible authority, if a GSA or other submission is required);
 - (2) A copy of any buildout request before it is submitted to GSA or other responsible authority;
 - (3) A copy of any building or space specifications approved by GSA or other responsible authority; and
 - (4) A copy of all decision documents and action plans Management intends to use in the process of acquiring, constructing, consolidating, or relocating space.
- B. Management will make best efforts to provide the Union with a copy of the building or space lease if applicable and requested.
- C. Acquisition, construction, consolidation, and relocation of office space used by employees are subject to bargaining under [ARTICLE 11](#), as are decisions concerning related interior design features such as carpeting, carpet tile, and wall finishes.

ARTICLE 29

Legal Research Materials

SECTION 1. In order to provide high quality legal services to Agency clients, and to enable employees to competently perform their work, Management agrees to provide all employees convenient access to the basic legal research materials necessary for the performance of the employees' presently assigned duties and proposed assignments. Employees may request additional legal resources that would facilitate their practice at any time, and Management will consider the request.

ARTICLE 30

Workplace Technology

SECTION 1. Management agrees to make best efforts to provide employees with necessary and appropriate workplace technology. The Parties agree that successful office performance is dependent upon a complex and rapidly evolving workplace technology. As needs arise, a joint Union-Management technology committee will be established to make recommendations regarding NOAA-GC's acquisition, training for, and utilization of office technology.

SECTION 2. Management will make best efforts to provide mobile devices for those employees who want them, and may require them in certain circumstances if work accessibility requires it. The Union and Management agree that it is a best practice not to use personal devices for government work.

ARTICLE 31

Probationary Employees

SECTION 1. The Parties recognize that new employees with the Federal Government may require counseling and assistance during their probationary period.

SECTION 2. Probationary employees will receive at least one (1) progress review, typically mid-way (if not sooner) through their probationary period, except if Management determines it necessary to terminate the employee prior to the review. Employees are encouraged to request updates on their performance.

SECTION 3. Management will provide written notice of termination to the employee including the date of separation. Where practicable, a reason for removal may be provided.

SECTION 4. Voluntary Resignation in Lieu of Termination

Probationary employees may choose voluntary resignation in lieu of termination at any time prior to the date of their termination. If the probationary employee voluntarily resigns, the employee's official personnel folder will reflect the voluntary resignation.

ARTICLE 32

Voluntary Employee Organizations

SECTION 1. Any employee who is a member of any governing body of a recognized voluntary employee organization (such as the NOAA Voluntary Action Committee, Blacks in Government, and government-supported child care and fitness centers) shall be allowed up to two (2) hours per month of administrative leave to attend meetings of that body.

SECTION 2. Management may reimburse any employee for travel and per diem incurred for training classes, conferences, or other meetings in connection with the Agency's existing or proposed provision of child care services.

ARTICLE 33

Unfair Labor Practice

SECTION 1. Without affecting in any way either Party's right to file an unfair labor practice, the Parties, in principle, agree that it would be in the best interest of labor-management relations to notify the other Party seven (7) workdays prior to filing an unfair labor practice. The Parties agree that reasonable efforts should be made to address and correct misunderstandings during the seven (7)-day period.

ARTICLE 34

Employee Publications, Presentations, and Other Outside Activities

SECTION 1. Employees may publish articles, papers, book chapters, and other documents. The Parties agree that employee publications may seek to educate the public and provide outreach on NOAA missions and legal authorities and address issues related to NOAA's areas of expertise, but employee publications are not limited to those purposes. The Parties agree that employee publications may enhance an employee's professional career, and Management agrees that publications may be considered in support of an employee's promotion.

SECTION 2. Employees may present at conferences, teach continuing legal education (CLE), college or law school courses, or serve as guest speakers consistent with [5 U.S.C. § 2635.807](#). The Parties agree that such participation may seek to educate the public and provide outreach on NOAA missions and legal authorities and address issues related to NOAA's areas of expertise, but activities are not limited to those purposes.

SECTION 3. Although an employee may choose to notify their immediate supervisor, an employee generally is not required to obtain prior approval for working on publications as described in Section 1 or participating in activities described in Section 2 outside of work hours in their personal capacity, unless required by regulation or Agency directive. If an employee wishes to work on a publication as described in Section 1 or participate in an activity described in Section 2 during work hours, either in their personal or official capacity, prior approval from their immediate supervisor must be obtained. An employee will be required to take appropriate leave to work on a publication as described in Section 1 or participate in an activity described in Section 2 during work hours in their personal capacity.

SECTION 4. Employees may not use or rely on nonpublic information in any publication described in Section 1 or activity described in Section 2. Nonpublic information is information that an employee gains by reason of federal employment and that the employee knows or reasonably should know has not been made available to the general public.

Nonpublic information includes information that the employee knows or reasonably should know:

- A. Is routinely exempt from disclosure under [5 U.S.C. § 552](#) or otherwise protected from disclosure by Statute, Executive Order, or regulation;
- B. Is designated as confidential by an Agency; or
- C. Has not actually been disseminated to the general public and is not authorized to be made available to the public on request.

SECTION 5. When publishing, presenting, teaching, speaking, or engaging in another outside of work activity in their personal capacity as described in Section 1 or participating in an activity described in Section 2 in their personal capacity, employees may not use their official titles except as part of biographical information, provided they include a disclaimer that they are

acting only in their personal capacity and that the views expressed are the employee's personal views and not those of NOAA-GC, NOAA, DOC, or the U.S. Government. If publishing as described in [Section 1](#) or participating in an activity described in [Section 2](#) in their personal capacity as approved by their supervisor, employees may use their official title. If an employee is publishing or presenting on a topic related to NOAA programs, policies, or operations, the employee must provide a copy of their materials to their supervisor prior to the presentation to ensure it does not contain nonpublic information. Outside speaking, teaching, and writing is considered related to official duties if it meets the requirements in [5 C.F.R. § 2635.807\(a\)\(2\)\(i\)\(A\)-\(E\)](#).

SECTION 6. Pursuant to [5 C.F.R. § 2635.807](#), employees are prohibited from receiving compensation from any source other than the government for teaching, speaking, or writing that relates to the employee's official duties.

SECTION 7. Any publication as described in [Section 1](#) or participation in an activity described in [Section 2](#) subject to this Article must avoid including or relying on information raising conflict of interest issues under [18 U.S.C. § 208](#), professional responsibility issues concerning, among other things, client confidences and the duty of loyalty, *see e.g.*, [Model Rules of Professional Conduct \(MRPC\) 1.6, 1.7, 1.8, and 3.6](#), and the possibility of violating governmental privileges, statutes, and regulations. *See e.g.*, [5 C.F.R. § 2635.902](#) and the [Privacy Act of 1974, 5 U.S.C. § 552a](#). The employee shall be solely responsible for violation of any law, rule, regulation, duty of professional responsibility, or duty of confidentiality or loyalty related to their publication as described in [Section 1](#) or participation in any activity described in [Section 2](#) of this Article.

ARTICLE 35

Student Loan Repayment Program

SECTION 1. Management agrees, to the extent practicable given budgetary constraints, to implement the NOAA Student Loan Repayment Program (“SLR Program”) as reflected in [NOAA Administrative Order \(NAO\) 202-957](#) and the [Handbook](#) to NAO 202-957 (“SLRP Handbook”).

ARTICLE 36

Waiver of Overpayment

SECTION 1. An employee may request a waiver of an erroneous overpayment of pay or allowances or an erroneous payment involving travel, transportation or relocation expenses, in whole or in part. Management will recommend waiver of the obligation to repay such overpayment, if the overpayment occurred through administrative error and there is no indication of fraud, misrepresentation, fault or lack of good faith on the employee's part and is otherwise in accordance with [5 U.S.C. § 5584](#) and applicable regulations.

Administrative error will not necessarily result in the approval of a waiver request or an entitlement to the amount received in error. To the maximum extent feasible, management will seek to suspend collection of the overpayment in question pending final decision of the waiver request. If the waiver is not authorized, Management will attempt to establish a repayment schedule that can be accommodated by the affected employee. In the event a waiver is not granted the employee is entitled to request a repayment schedule. Collection will begin no earlier than thirty (30) days after the employee is notified of the amount of overpayment consistent with [5 C.F.R. § 550.1104\(d\)](#).

SECTION 2. Notification of the overpayment, the employee's right to request a waiver of the overpayment or to dispute its validity, the employee's right to review documents establishing the debt, and the employee's right to request a hearing on the amount and validity of the debt prior to the initiation of salary offset, will all be in accordance with the provisions of [5 C.F.R. Part 550 Subpart K](#) and the applicable government-wide regulations of the Department of the Treasury.

ARTICLE 37

Duration and Term of the Agreement

SECTION 1. This Agreement shall be effective on the date it is approved by the head of the Agency or, absent approval or disapproval, on the thirty-first (31st) day after execution. It shall remain in full force and effect for a period of five (5) years from its effective date, unless extended by mutual agreement. It shall remain in effect from year to year thereafter until either Party gives written notice of its desire to terminate, renegotiate, or amend the Agreement, or any part thereof. Such notice shall be served on the other Party between May 1 and July 1 of a given year.

SECTION 2. Once notice is given under Section 1, the moving Party must submit its proposal(s) to the other Party within one hundred and twenty (120) calendar days of the notice to open the CBA. If no proposals are received within the one hundred and twenty (120) day period after notice, the notice will be deemed withdrawn. The Party receiving the proposal(s) may submit counterproposals and/or proposals to the other Party during the next forty-five (45) day period. The Parties shall begin negotiations no later than thirty (30) days thereafter. The Agreement will remain in effect until superseded.

ARTICLE 38

Dues Withholding

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

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

SECTION 2. The Union is responsible for:

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

Until further notice, this will be:

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

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

- A. Permitting and processing voluntary allotment of dues in accordance with this Article;
- B. Withholding dues on a bi-weekly basis;
- C. Notifying the Union when an employee is not eligible for an allotment;
- D. Withholding new amounts of dues upon certification from the authorized Union official;
- E. Transmitting remittance checks each pay period to the allottee designated by the Union, including a physical mailing to the designated Union point of contact (POC) of a list of employees for whom deductions were made. If provided in the August 2018 version of the National Finance Center Report of Organization or Association Dues Withheld, the electronic listing will also include:
 - (1) the amount withheld, the dues withholding code;
 - (2) the reason for no deduction, such as, wages inadequate, organization cancellation, employee separated, temporary promotion, canceled due to promotion, or removed from dues withholding for any reason.
- F. Processing the SF-1187 and placing the employee on dues deduction on the first pay period after date of receipt of a properly certified SF-1187 signed by the NWSEO President.
- G. Within thirty (30) days of the execution of this Agreement, provide the Union with the name, phone number and E-mail address (if different than wfmo.pay@noaa.gov) of a dues and membership POC.

This POC will have the authority to correct bargaining unit status coding errors; to authorize adjustments for back payment of dues for incorrectly coded employees; receiving and processing all SF-1187s; any changes to SF-1187s; and executing any notifications that may result from any future agreements.

The POC will be the person the Union's Director of Membership Services will contact to solve any dues collection issues. Any change to the POC will be provided to the Union within three (3) business days.

SECTION 4. Joint Stipulations

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

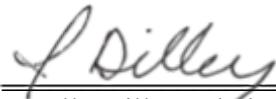
B. Administrative errors in remittance checks will be corrected and adjusted in the next remittance check to be issued to the Union. If the Union is not scheduled to receive a remittance check after discovery of an error, the gaining Party agrees to promptly refund the erroneous remittance.

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

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

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

SECTION 7. Any violations of this Article will be resolved utilizing the procedures outlined in the Grievance ([ARTICLE 9](#)) and Arbitration ([ARTICLE 10](#)) Articles of this Agreement.

SIGNATURE LINES

Jonelle Dilley, Chair
NWSEO's NOAA Attorneys Guild

11/22/24

Date



Mitch MacDonald, Vice-Chair
NWSEO's NOAA Attorneys Guild

11/22/24

Date



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Kristen L. Gustafson, Deputy General Counsel
NOAA Office of General Counsel

Date

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COTT.1377075427 Date: 2024.12.02 07:11:43 -05'00'

Jeffrey S. Dillen, Deputy General Counsel

Date

APPENDIX 1

MEMORANDUMS OF UNDERSTANDING

Title, Date	
1	MOU Regarding Travel Outside the Regularly Scheduled Administrative Workweek, August 31, 2000
2	GCSW Policy on Allocation of Office Space, July 24, 2001
3	GCNW Office Space Allocation Policy for Bargaining Unit Attorneys February 3, 2006
4	Memorandum of Understanding Between FPRS/GCW Sections Regarding Office Assignment Procedures in Those Sections October 7, 2014
5	First Aid Kits -- NE, dated April 10, 2015
6	Records Management Training, September 22, 2017
7	<u>OGC/NAG MOU Implementation of NOAA Safety Manual 209-10, October 16, 2019</u>
8	<u>Revised NOAA Attorneys Guild Lactation Program MOU, September 8, 2020</u>
9	Telework, March 7, 2022
10	Remote Work Program, August 27, 2024