

***NATIONAL WEATHER SERVICE INSTRUCTION 1-702***

***April 7, 2005***

***Administration and Management  
Administrative Controls, NWSPD 1-702***

***NATIONAL WEATHER SERVICE ALTERNATIVE WORK SCHEDULES PROGRAM***

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**NOTICE:** This publication is available at: <http://www.nws.noaa.gov/directives/>.

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**OPR:** CFO3 (B. Downs)

**Certified by:** CFO3 (N. Leivers)

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***SUMMARY OF REVISIONS:*** This directive supersedes NWSI 1-702, National Weather Service Alternative Work Schedules Program, dated October 6, 2003 . It was revised to reference applicable sections of the National Weather Service-National Weather Service Employee's Organization (NWS-NWSEO) Negotiated Agreement and a recently signed Memorandum of Understanding.

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**National Weather Service Alternative Work Schedules Program**

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1. Introduction: This procedure provides written guidance to NWS employees (both bargaining unit and non-bargaining unit) on Alternative Work Schedules (AWS). AWS is available through either a compressed schedule or a flexible schedule.

2. Documentation: AWS is governed by applicable law, ruling, and regulation. In addition, AWS is governed by the Department of Commerce (DoC) Handbook on Hours of Duty and Leave Administration ([http://ohrm.doc.gov/handbooks/leave/Alt Work Sch.htm](http://ohrm.doc.gov/handbooks/leave/Alt%20Work%20Sch.htm)) and the NWS-NWSEO Negotiated Agreement (<http://www.nwseo.org>), as applicable.

3. NWS-NWSEO Guidelines: The following excerpts are Articles/Sections taken directly from the NWS-NWSEO Negotiated Agreement related to compressed work schedules (CWS) and flexible work schedules.

3.1 Article 20, Section 12: Compressed Work Schedules

A. Changes to the CWSs currently in use at any field office may only be changed through use of the provisions of Article 8 of this Agreement.

B. Subject to the provisions of applicable law and regulations, and DAO 202-610, and in recognition of the need to increase the awareness of family needs and to encourage increased diversity, Management and the NWSEO agree to establish and implement trial CWSs at Weather Forecast Offices (WFOs), River Forecast Offices (RFCs), Central Weather Service Units (CWSUs), and other operational elements with rotational shift operations. All CWSs established through this Article are subject to review and approval of the Assistant Administrator for Weather Services or his/her designee.

C. CWSs for rotating shift workers allowed in field offices under this agreement must be consistent with the work requirements of the NWS. Proposed CWSs will be considered by the LOT in accordance with Article 8.

D. Any approved, and successfully tested Compressed Work Schedule may be used at other offices with the same staffing profile. For example, a 5 person Senior Forecaster CWS may be adopted for use at other offices with a 5 person Senior Forecaster staff.

E. Neither party is agreeing to waive their rights under the Federal Employees Flexible and Compressed Work Schedules Act of 1982.

3.2 Article 21, Section 7B: CWS for non-shift workers/Compressed Work Schedules (5/4/9 and 4/10 Schedules)

A. The Employer will declare the tours of duty available in each unit, i.e., what specific days must be worked each pay period. Under the 5/4/9 and 4/10 schedules, the workday will begin no earlier than 6:00 a.m. and shall end no later than 6:00 p.m. Upon an employee's written request, his/her supervisor will determine the employee's starting time based on work requirements.

B. Employees who are on a 5/4/9 or 4/10 schedule are on a fixed schedule. Employees may not flex their starting times or lunch periods.

C. Management will establish the number of employees on the 5/4/9 or 4/10 plan who may have the same non-workday based on work requirements.

C. In any organizational segment where there are less than four employees, each employee under a 5/4/9 or 4/10 plan must have a different day off in a pay period.

D. For an employee under a 5/4/9 schedule, an employee's eight hour day will be the last Friday in a pay period unless such day is the employee's non-workday. In such cases the employee's eight hour day will be the first Friday of the pay period.

E. If a holiday falls on Friday, employees whose day off is Friday will be off on Thursday. If a holiday falls on Monday, those employees whose day off falls on Monday will be off on Tuesday. If an employee's regularly scheduled day off and a holiday both fall on a Tuesday, Wednesday or Thursday, Management will designate an "in lieu of" day.

F. An uncompensated meal break will be scheduled at approximately the mid-point of the employee's tour of duty. The scheduled meal period will not be less than 30 minutes. The uncompensated meal period will not be scheduled before 11:00 a.m. or after 2:00 p.m.

G. Management may require an employee to adjust his/her schedule temporarily to accommodate changes in work requirements or for training assignments. The affected employee and the Union shall be given as much advance notice as practical.

H. Employees within the same office/unit utilizing the 5/4/9 or 4/10 CWS option may exchange days off only with supervisory approval.

I. When an employee is absent for an entire workday, the employee will be charged with the number of hours of appropriate leave corresponding to the number of hours regularly scheduled for that day.

J. Employees may be restricted from participating in CWS in the event of the employee's misconduct or below fully successful performance. In addition, an employee who repeatedly fails to observe the requirements of the CWS may be excluded from further participation in the CWS.

K. Management may temporarily suspend all CWS rights when emergency conditions exist. The Union and the affected employees will be given as much notice as practical.

L. Sign in/out sheets will be used to record employees' hours of work.

### 3.3 Article 21, Section 7A: Flexible Schedule for non-shift workers.

A. Upon an employee's request, his/her supervisor will establish the employee's tour of duty. The starting time for the workday will be fixed on the half-hour. Each employee's schedule will provide for a workday which covers a continuous time span of 8 hours plus the normal uncompensated meal break of not less than 30 minutes. The workday will commence between 6:00 a.m. and 9:30 a.m. and end between 3:30 p.m. and 6:00 p.m.

B. An uncompensated meal period may be scheduled during the core period. The scheduled period will not be less than 30 minutes. The uncompensated meal period will not be scheduled during the first half hour (9:30 a.m. to 10:00 a.m.) or the last half hour (3:00 p.m. to 3:30 p.m.) of the core period.

1. FLEXITOUR SCHEDULES

Except when inconsistent with the work requirements of Management, an employee may be permitted to arrive at work one-half hour before their fixed starting time and extending one-half hour after their fixed starting time. During this one-half hour period, the starting time would be the next five minute interval. The employee's ending time will be adjusted accordingly.

2. GLIDING SCHEDULES

With gliding schedules, employees determine the starting and ending time to their 8 ½ hour daily tour of duty each day without prior approval or consultation with the supervisor. Because of the requirements of many positions, NWS employees wishing to use this option must obtain the agreement of their supervisor to work a gliding flexitime schedule.

C. Management may require an employee to adjust his/her work schedule temporarily to accommodate changes in work requirements or for training assignments. The affected employee and the union will be given as much advance notice as practical.

4. Change to Article 21, Section 3-Meal Breaks: A Memorandum of Understanding was signed on May 19, 2004 regarding meal breaks. It states, "A fixed tour of duty worker may, with supervisory approval, work an 8 hour day without a meal break."

The Memorandum of Understanding revising Article 21, Section 3 was signed on May 19, 2004, has been through Agency Head review, and is in effect. Article 21 covers Work Schedules for Employees Who Do Not Work on a Rotational Shift Basis. The revision to Article 21, Section 3 permits a fixed tour of duty worker to work an 8 hours day without a meal break, subject to supervisory approval.

A fixed tour of duty worker is defined in Article 21, Section 2(a). The definition covers bargaining unit employees and is intended to cover employees whether they are on a fixed or alternative work schedule, including flexible, gliding, maxi-flex and compressed work schedules.

Meal break is a period of 30 minutes as defined in the DoC Leave Handbook.

NWS further extends the above provision to all non-bargaining unit employees.

Note: Work schedules for employees who work rotating shifts are covered in Article 20. Shifts for these employees do not include a meal break.

5. Administration:

5.1 Timekeeping: No time accounting device is needed if a supervisor is visually aware of the arrival and departure of the employees on AWS. Otherwise, employees are required to use either a CD-465, Alternative Work Schedule Attendance Log, or Time and Attendance worksheet to record arrival and departure times.

5.2 Schedule Changes: The supervisor shall adjust the employee's schedule when necessary to accommodate short-term changes in job requirements, such as training, and associated travel to the maximum extent practicable.

This procedure supercedes previously issued guidance on the NWS work schedules.