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NWSEO and NWS Reach Tentative Agreement on CBA Article 2; Make Progress on Articles 1, 3, 4 and 17

(April 19, 2017) Negotiations for the new NWS-NWSEO Collective Bargaining Agreement (CBA) officially started during a two-week session, April 3- 14th 2017, at NWS HQ in Silver Spring, Maryland. [Contract Connect](#) brings news from the negotiations table to you. As the negotiation newsletter for bargaining unit employees from bargaining unit employees, it is distributed on a monthly basis after each round of negotiations. Even the NWS Chief Negotiator stays informed with [Contract Connect](#) and quoted from our initial newsletter several times on the opening day of negotiations. Below is an update from the April 3-14 negotiation session. Please note that NWSEO will not always go into specifics for every article as it may be to our disadvantage with ongoing negotiations.

The NWS and NWSEO agreed to begin the April 3-14 session negotiating the following Articles:

- Article 1: Parties/Purposes of Agreement
- Article 2: Recognition and Unit Designation
- Article 3: Laws and regulations
- Article 4: Rights of Management
- Article 17: Training and career Development

Article 1, Section 1 Parties/Purposes of Agreement

Article 1, Section 1 “Parties/Purposes of Agreement” is the premise of the entire CBA; it essentially defines the involved parties and who is bound by this agreement. It is the building block for the rest of the Articles. Negotiations for Article 1, Section 1 were the most contentious of the session, with the Agency engaging in regressive bargaining. At issue is the NWS negotiation team’s effort to eliminate the both NOAA and Department of Commerce from the CBA, a move that would eliminate NWSEO’s right to negotiate on your behalf. Limiting the entire CBA to the NWS would insulate the agency from any grievances of conduct by NOAA or DOC, even when working conditions are involved.

NOAA and DOC have always been part of the CBA, as they are deeply entrenched in your working conditions. Consider that NOAA processes official job offers, hiring, compensation, PCS costs, disciplinary actions, travel reimbursement, and dues withholding. Even Management’s Chief Negotiator is a NOAA employee. The DOC is responsible for implementing technology that affects your working conditions, such as WebTa, Employee Electronic (E2) Travel System, the new DOC Enterprise Services Delivery (ES Concept of Operations), and gives “Agency Approval” to the new CBA once it is agreed to by NWSEO, NWS, and NOAA.

NWSEO provided examples of current CBA's for the bargaining units represented by NWSEO. Due to the important functions of DOC and NOAA in hiring, compensation, discipline, and overall working conditions, DOC and NOAA are part of the agreements.

Article 2 Recognition and Unit Designation

A Tentative Agreement was made by both NWS Management and NWSEO for Article 2 "Recognition and Unit Designation." In Article 2, the Agency wanted to change the original wording of "Recognition" to "Certification." Management eventually accepted NWSEO's proposal for Article 2 to keep the wording "Recognition" and a Tentative Agreement was made for Article 2.

Article 3 Laws and Regulations

There were lively debates on both Articles 3 and 4. The issue over Article 3 "Laws and Regulations" centers of the administration of the CBA. NWSEO believes it's the Union and Management who administers the CBA as the Agency places that burden on the employees.

Article 4 Rights of Management

Article 4 "Rights of Management" involves the ability to negotiate B1 (permissive areas). Originally management's position was to never negotiate items that the law allows them to negotiate. The Union's original position is that Management would always negotiate items the law allows them to negotiate. Through negotiation, Management agreed that at its election it may negotiate some of these items. While the Union has agreed nothing will preclude Management from negotiating these items. The Union and Management are closer to reaching an agreement on this article, but there is still work to be done.

There's a provision in Article 4 that states, Management will prevail pending resolution of a dispute. NWSEO thinks this is inherently unfair. NWSEO maintains that "Status Quo" should prevail pending resolution. Parties offered both proposals and counter proposals, at this point there is no agreement.

Management continues to demand that they have rights not spelled out in the statutes. NWSEO asked them what those rights were and Management was unresponsive. Management has yet to withdraw this proposal.

Article 17 Training and Career Development

Article 17 is comprehensive and NWSEO's proposal includes 13 sections. Sections 1 - 4 are proving to be time consuming, with proposals and several counter proposals from both the NWS and NWSEO.

NWSEO places a high priority on training, while the NWS continues to limit training to the status quo and employees are rushed to finish training without adequate time and resources. NWSEO continues to stress to Management the importance of training employees in order to prepare for the NWS of the Future and to have a truly Weather Ready Nation.

From the NAPA report: "The Panel recommends that the NWS examine its training and development strategies and technology to build an improved training and development framework that marries science, leadership, and decision support skills needed to ensure the success of Weather-Ready-Nation. "Agencies and managers must also be wary of pursuing short-term savings (*such as reductions in training budgets or time allotted for training and education*) at the expense of long-term organizational capability or performance."

While there were spirited discussions and some language agreeable to both Parties, no agreements were made on any of the Training sections. NWSEO remains steadfast in our pursuit for three training and professional development shifts per quarter. These training shifts, unlike supernumerary shifts, could only be rescheduled for high impact events. After much work and discussion, both parties agreed to table Article 17 to revisit at a later date.

NWSEO thanks you for your membership support. NWSEO will continue to keep you informed on the latest news from the CBA negotiating table with [Contract Connect](#) *the negotiation newsletter for bargaining unit employees from bargaining unit employees.*

-NWSEO-

**No one cares more for National Weather Service employees than
National Weather Service employees.
No one works harder for National Weather Service employees than
National Weather Service employees.
We are NWSEO.**