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NWSEO and NWS Reach Tentative Agreement on CBA Article 6, Sections 1 and 2 Achieve Minimal Progress on Articles 6, 7, 8 and 22

(May 19, 2017) Negotiations for the new NWS-NWSEO Collective Bargaining Agreement (CBA) continued in Tampa Bay/Sarasota, Florida area during a two-week session, May 1 – May 12, 2017. [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 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 hold discussions negotiating the following Articles for this session:

Article 17: Training and Career Development (Carry-over from April meeting)

Article 6: Rights of the Union

Article 7: Union Representation

Article 8: Labor-Management Relations

Article 22: Facilities

Article 25: Communications

The NWSEO Negotiation Team for this session included:

1. Dan Sobien, NWSEO President, Meteorologist, Tampa Bay Area, WFO (Ruskin), FL
2. JoAnn Becker, NWSEO NCEP Regional Chair, Senior Aviation Meteorologist at the Aviation Weather Center, Kansas City, MO
3. David Solano, NWSEO Secretary Treasurer and Eastern Region Chair, Senior Hydro-Meteorologist, Middle Atlantic River Forecast Center, State College, PA
4. John Werner, NWSEO Southern Region Chair, Senior Meteorologist, WFO Mobile, AL
5. Delyne Kirkham, Hydrometeorological Technician (HMT), Western Region, Persons with Disabilities Special Emphasis Program Manager, WFO Elko Nevada
6. Jonathan Fox, Senior Meteorologist, WFO Spokane, Washington

The NWS Negotiation Team for this session included:

1. David Murray, NWS Management Representative for National Labor Issues
2. Kenneth Brown, J.D., National Weather Service Chief Negotiator

3. Sally Pavlow Johnson, Meteorologist in Charge, WFO Sioux Falls, SD
4. Michael Mercer, Chief, Environmental & Scientific Services Division, NWS/Alaska Region Headquarters
5. Stephen Wilkinson, Meteorologist in Charge, WFO Greenville-Spartanburg, SC
6. Mike Vescio, Meteorologist in Charge, WFO Pendleton, OR

Article 17 Training and Career Development

NWS Management and NWSEO CBA Negotiating Teams initiated the first week discussions on Article 17: Training and Career Development. NWSEO and NWS Management both agree that training is important to the workforce. NWSEO wants at least three “dedicated training shifts” per quarter, while NWS Management wants to stay with the status quo. The union’s proposed training shifts, unlike supernumerary shifts, could only be rescheduled for high impact events. NWSEO wants to make training a priority, since increasingly, required/mandatory training from the DOC, NOAA, and NWS has become an in-house requirement and the employees are forced to balance operational needs and training requirements. It is the Union’s position that the benefits of the training are eliminated or greatly reduced when employees have to perform training on operational shifts where they’re forced to balance mission delivery and partner needs with mandated training requirements. Additionally, NWSEO took issue with Management striking out the University Assignment Program (UAP) from their CBA proposals even though the UAP Directive was just updated in June 2016.

NWSEO asked Management how it envisions NWS performing training in the future. Management simply responded, “Training is being done now.”

NWSEO has, on numerous occasions, appealed to Management to reconsider their status quo training proposals and grant each employee at least three days per quarter to provide employees with adequate time to focus on learning without interruption and competing responsibilities. The NWS, within their current Article 17 proposal, states that training will not interfere with operational requirements. To meet the requirements of their proposal (ensuring training does not interfere with operational requirements), they need to provide employees with dedicated training time. NWSEO’s proposal maintains that a required minimum of three training shifts every 90 days is a reasonable request.

At the last face-to-face meeting, NWSEO referred to the NAPA Report which said, *“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.”* To drive home the point that dedicated training shifts can be scheduled, NWSEO brought 16 different work schedules or training shift steward responses, from a diverse group: 13 WFOs, 1 RFC, 1 CWSU and AWC. These field offices work a mix of work schedules, ranging from traditional 8 hour shifts to Alternative Work Schedules. Management brought no work schedules, which only substantiates their intention to adhere to only the status quo. In fact, the “unimportance” of providing for dedicated training shifts for bargaining unit employees was even more pronounced when the Agency’s Chief Negotiator left the room as NWSEO presented viable work schedules with dedicated training shifts.

Within Article 17 is a Section dealing with the University Assignment Program. NWSEO was asked by NWS Management if the NWS funded the program. NWSEO felt this was an odd question for Management to ask. NWSEO informed Management that the Directive was updated in 2016 and the program is vital for the future for employees as the agency “evolves” requiring new skill sets and educational requirements.

NWSEO stressed the importance of Article 17 and the need for compromise and agreements, but after lengthy discussions, the only agreement was to table Article 17 and revisit it later.

Article 6 Rights of the Union

Article 6 discussions focused on Union representatives' access to meet with employees or Management at another facility. NWS Management's proposals severely limited and/or prevented NWSEO Officers and employees from providing representational duties at other facilities. NWSEO rejected these proposals and provided counter proposals, but after lengthy and spirited discussions, most of Article 6 was tabled for another day.

The Agency did tentatively accept the NWSEO proposal of Article 6, Section 1 and NWSEO accepted Management's Article 6, Section 2 counter proposal. Article 6, Sections 1 and 2 are written below:

ARTICLE 6 Rights of the Union

SECTION 1.

The Union agrees to accept employees in the unit of recognition as members of the Union without discrimination, for example, but not limited to: race, color, creed, sex, gender, gender identity, sexual orientation, national origin, age (40 or over), disability, genetic information, preferential or non-preferential civil service status, veteran status, religion, political affiliation, pregnancy, parental or marital status.

SECTION 2.

The Union may request any information which is not prohibited by law, is normally maintained in the regular course of business, is reasonably available, and is necessary for full discussion, understanding and negotiation of subjects within the scope of collective bargaining. Each request must be in writing and specify the following:

- A. Why it needs the information;
- B. How it will use the information; and
- C. How its use of the information relates to carrying out its representational responsibilities under the Statute.

Management will furnish the information to the Union, upon request and to the extent not prohibited by law, if that information is:

- A. Normally maintained by the agency in the regular course of business;
- B. Reasonably available;
- C. Necessary for full and proper discussion, understanding and negotiation of subjects within the scope of collective bargaining; and
- D. Does not constitute guidance, advice, counsel, or training provided for Management officials or supervisors, relating to collective bargaining.

The Union understands Management may request clarification of its request and/or an explanation of relevance and such clarification and/or explanation will be provided in a reasonable amount of time. The Union agrees that it will honor all requests returned for clarification or relevance. Management

will normally request such clarification in writing within fifteen (15) days after receipt of the Union's request for information.

Management will answer most information requests within thirty (30) days of receipt. If unable to answer information requests within thirty (30) days of receipt of request, Management will notify the Union in writing of the reason for the delay and the expected date the request will be answered.

Article 7 Union Representation

There were open and rigorous discussions on Article 7 proposals. Despite numerous hours of negotiation and many counter proposals, no agreements could be reached on any of the sections of Article 7.

NWSEO objected to Management's proposal that MANAGEMENT could decide which NWSEO officers could represent our members. NWSEO maintains no one in Management can pick who the NWSEO representative will be for a given scenario. NWSEO made it abundantly clear that Management does not run the Union and that they will not direct representational duties within the Union.

NWSEO does not agree with Management's Article 7 proposal that requires all NWSEO stewards to provide Management with their telephone number, duty station and private email address. If the steward does not provide this information and cannot be reached at their duty station, Management would not be required to bargain over the issue they were calling about. Management stated they needed this information to they could more easily contact the steward and more efficiently keep issues moving forward. NWSEO asked Management why there is not a requirement for Management to provide their information to the Union. The Union then countered with a proposal requiring Management to provide their contact information. The counter proposal was not accepted, and this section was tabled until another session.

The sides were unable to come to an agreement on the amount of official time. Management seems resolute in their proposals. NWS Management proposed to significantly lower the hours of official time for NWSEO officers and the Union, while NWSEO asked for additional official time due to all the teams and increased workload. NWSEO pointed out that "official time procedures" are a mandatory area for negotiations and both parties should try to work something out rather than going to impasse.

One of the more restrictive requirements in Management's version of Article 7 is that employees will now have to call the manager to get permission anytime they want to talk about a union or representational issue in their office. NWSEO said, when there are assigned periods of time during which the performance of job functions is not required, people can talk about anything whatsoever even a Union issue. NWSEO pointed out that based on the language proposed by Management that Management can expect a lot of phone calls in the middle of the night, on weekends and holidays.

Article 8 Labor Management Relations

Management's proposed Article 8 is a major rewrite of the Article 8 that has served both Parties well since 2001. Management, in their proposal, also separated out Mid-term Bargaining from Article 8 ([Article 8 Section 3](#)). Mid-term Bargaining was moved instead into a proposed, new Management Article 9 called Mid-term Bargaining. Both Parties spent a vast amount of time and energy going through each side's proposal, but in the end, were unable to agree on any sections within Article 8.

NWSEO and NWS spent a large amount of time discussing Pre-Decisional Involvement (PDI) since both Parties included PDI within Article 8 ([for more information on PDI see 2001 CBA Article 8 Section 2 B](#)). There was a disagreement as how to define PDI. Management gave conflicting answers as to whether PDI is or is not Mid-term Bargaining. In fact, in the NWS proposal, the nexus of whether the PDI process will result in Mid-term Bargaining is placed on the Union. How is the Union to know in advance if PDI will eventually lead to bargaining? NWSEO would like to use PDI in all workplace matters to promote ideas and interests from those actually involved with the execution phase of the process. Unfortunately, Management's stand is they alone will select the issues or topics to use or not use PDI. NWSEO believes this is not the way to generate trust and gain synergy through teamwork. We need to be partners in the process and working side by side with Management through the entire decision making process to create a more dynamic and effective NWS of the future. Management's proposal decides what will and will not participate in PDI. NWSEO feels if it's a true partnership between Management and the Union all issues should be PDI.

Another issue that came up that required plenty of discussion centered on **Subject Matter Experts** (SME). Management's proposal would allow anyone from Management to place any bargaining unit employee (BUE) as a SME. The way Management's Article 8 is written, all Management will need to do is call a BUE a SME and this person would be allowed to answer questions, give opinions and recommendations. For example, if there is a need for a new work schedule, Management could place any bargaining unit employee on the Team building this new work schedule by simply calling them a SME. NWSEO's stand is this is totally unacceptable as NWSEO is the exclusive representative of Bargaining Unit Employees (BUE). NWSEO firmly informed Management that the Union will not negotiate away its right to represent Bargaining Unit employees.

NWSEO also pointed out to Management that their version of Article 8 has several inconsistencies. For example, in one section of Article 8, Management proposed that in the absence of a Steward at a local office, the Regional Chairperson may designate another Steward from within the region to act as the local Steward. However, in Management's version of Article 7, Management said that in the absence of a steward at a local office, the Vice Steward will act as Steward. These types of conflicts, contradictions and inconsistencies occurred multiple times in Management's Article 8 proposal.

Management also pushed within Article 8, the need for confidentiality agreements from the Union. Just as Management has an obligation to share information with their Management team, the Union, likewise, has an obligation to share information with their governing bodies, General Counsel, and members, according to rights under Section 7102 of the Statute. NWSEO will never sign a confidentiality agreement.

As with previous Articles, there were several counter proposals made by both Management and the Union. There were no agreements with any sections in Article 8 and it was tabled.

Article 22 Facilities

Article 22, Facilities, is a new Article proposed by NWSEO. In the 2001 CBA Facilities was combined with Communication. NWSEO believes each subject should have its own Article. After a quick read through, the NOAA Chief Negotiator asked the MICs and others from Management if they had any questions for NWSEO on Article 22. There were no questions and no counter proposals offered due to time constraints, and the Article was tabled.

Article 25 Communication

NWSEO provided Management with NWSEO's proposed Article 25. This Article was not discussed, as negotiations had to be terminated early by Management's Chief Negotiator due to his conflicting priorities.

Parting Thoughts:

The NWSEO Negotiations Team notes that after four weeks of CBA negotiations, there is a general lack of input, comments, suggestions, or ideas from the NWS representatives at the table. It appears only the Chief Negotiator from NOAA can speak to the Union. All NWSEO CBA negotiators are engaged, asking questions, proposing ideas, offering opinions, and looking for solutions at the table.

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.