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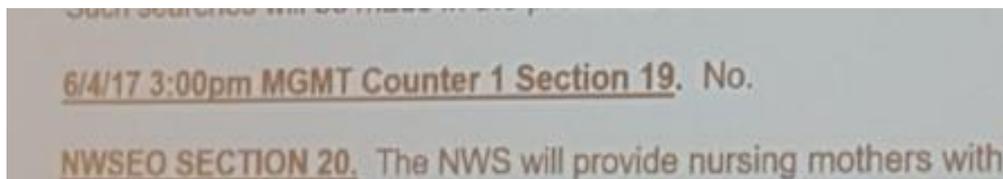
How do you negotiate with a blank space?

NWSEO and NWS Reach Tentative Agreement on Two CBA Sections

NWS Counters with “NO” on several occasions and introduces wildcard with “Article ____”

(June 13, 2017) Negotiations for the new NWS-NWSEO Collective Bargaining Agreement (CBA) continued in Silver Spring, Maryland at NWS Headquarters on June 6 – 8, 2017.

The week of negotiations was a mix of cooperative and contentious discussion. On several occasions, the Agency/NWS’s counter proposal to a NWSEO proposal was simply, “NO.” NWSEO reminded the Agency/NWS each time that saying “NO” is not a counter proposal. If NWSEO had accepted the counter proposal, your new CBA would’ve read, “Section 19: NO.”



The Agency and NWSEO (“Parties”) negotiated **NWSEO Article 22: Facilities** and **Agency/NWS Article 25: Union Communications and Facilities** (carry-over from May session).

NWSEO Article 22: Facilities

NWSEO’s Article 22: Facilities is a new article proposed by NWSEO. The Article 22 Facilities proposal has 27 Sections on items such as child care, parking, kitchens, union access to facilities, lactation rooms, and a women’s restroom for Pago Pago where one does not currently exist. The Parties went through all 27 Sections.

The existing 2001 CBA Article 25 is Facilities combined with Communications. NWSEO believes each subject should have its own Article. The Agency/NWS disagrees and changed the title of Article 25 in its proposal to “Union Communications and Facilities.”

The Agency/NWS negotiating team is not willing to move forward on several sections of NWSEO’s Article 22. The Agency/NWS’s counter proposals essentially limit NWSEO’s ability to protect your rights by trying to limit the Union to only negotiate or grieve issues under the direct control of NWS. You may recall, in negotiations for Article 1 Section 1, the Agency wants to remove NOAA and the Department of Commerce from the new contract. (Article 1 Section 1 remains open for a future negotiation session.)

Article 22 Section 1 outlines permissions for Union officials to visit NWS facilities for representational duties and official functions. Keep in mind that as a taxpayer-funded government facility, citizens are permitted to visit NWS facilities upon security clearance.

Management's counter proposal to Article 22 Section 1: "NWSEO union representatives may be permitted to visit NWS facilities subject to the procedures and restrictions for such visits described in Article ___ of this Collective Bargaining Agreement which includes procedure for requesting approval to visit other offices and procedures for requesting and approval or denial of official time for such visits."

NWSEO clearly could not accept their counter proposal because it contains an unknown variable; it includes a blank article that currently does not exist. The idea of accepting this counter-proposal would expose NWSEO to unlimited restrictions on office visits.

Of the 27 Sections in NWSEO's Article 22, the Parties came to tentative agreements on just two sections: Section 9 and Section 19.

Section 9: "At all facilities owned or leased by the NWS, the NWS will require that the facilities are properly maintained and have adequate and accessible stock of cleaning and sanitary supplies."

Section 19: "Management shall make reasonable effort, within budgetary constraints, to provide small individual lockers or similar containers for employee storage of personal items. Employees will supply their individual locks as needed. Management will not make searches of locked lockers or containers, except on the basis of reasonable suspicion. Such searches will be made in the presence of the individual or his/her representative".

While no other agreements were made on the remaining sections of Article 22, there were numerous proposals and counter proposals. There are also several Sections in which the Parties are very close to agreement. These will be reexamined as the negotiations continue.

Article 25

The Parties then began to address Article 25, which the NWSEO called "Communications", and the Agency/NWS combined with Article 22 and called "Union Communications and Facilities." Due to time constraints, work on this could not be finished during this session. NWSEO has concerns about the Agency/NWS's Article 25, as the Agency/NWS added that they have the right to unilaterally remove any materials posted on a NWSEO bulletin board. The NWSEO chief negotiator rightly noted that this essentially amounts to censorship and management has no right to just remove materials it doesn't like. In addition, the Agency/NWS's proposal of Article 25 would discriminate against NWSEO officials and would not allow them to use Government resources to perform internal Union business, even going so far as to requiring officials to obtain permission to make or answer phone calls as part of representational activities. In effect, employees would continue to have limited, lawful use of government resources while Union officials would not.

The following articles were on the agenda for negotiations, but were tabled due to time constraints:

Article 5: Rights of Employees

New NWSEO Article 9: Quality of Worklife & Family Friendly Policies

Article 30: Government Housing

Article 35: Employee Assistance Program and Employee Assistance

Article 36: Home Leave and Return Rights

The next negotiation session will be held in Tampa/Sarasota, FL June 26-30.

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. Mike Dion, NWSEO Headquarters Chair, Digital and Graphical Information Support Branch, NWS Headquarters, Silver Spring, MD
6. DeLyne Kirkham, Hydrometeorological Technician (HMT), Western Region, Persons with Disabilities Special Emphasis Program Manager, WFO Elko, NV

The Agency/NWS Negotiation Team for this session included:

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

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.**