

# Charter for National Oceanic and Atmospheric Administration Great Lakes Environmental Research Laboratory (GLERL) Labor-Management Partnership Council

## Preamble

As the President declared in Executive Order 13522, *Creating Labor-Management Forums to Improve Delivery of Government Services* (December 9, 2009), Federal employees and their union representatives are an essential source of front-line ideas and information about the realities of delivering Government services to the American people. A nonadversarial body for managers, employees, and employees' union representatives to discuss Government operations will promote satisfactory labor relations and improve the productivity and effectiveness of the Federal Government. Labor-management councils, at the respective levels of recognition within NOAA, serve as complements to the existing collective bargaining process and will allow managers and employees to collaborate in continuing to deliver the highest quality services to the American people.

- I. The Great Lakes Environmental Research Laboratory (GLERL), and the exclusive representatives of its employees, American Federation of Government Employees (AFGE), Local 3908, embrace these ideas and adopt the following charter for its Labor-Management Partnership Council.
  1. We agree that labor and management, will adapt the existing Partnership Council and establish a labor-management partnership council for the GLERL to discuss matters of local significance or matters that the Department of Commerce Forum refers to the council for consideration and comment. The council will help identify issues at the local level and propose solutions to better serve the public and department missions.
  2. We agree that the Council will make all decisions by consensus. Consensus decisions are made using a partnership process of information sharing, discussion, and decision making which results in discovering a mutually agreeable solution to an organizational issue. Consensus decision making includes the following characteristics: a high level of acceptance by the partners; total commitment by the partners to the solutions; and any partner in disagreement must search for an alternative solution.
  3. We agree that employees and their union representatives will have pre-decisional involvement in workplace matters to the fullest extent practicable, without regard to whether those matters are negotiable subjects of bargaining under 5 U.S.C. § 7106. Management retains the final responsibility to take appropriate action regarding workplace matters consistent with law, Government-wide regulations, and the provisions of Executive Order 13522.
  4. We agree that management will provide adequate information on such matters expeditiously to union representatives where not prohibited by law.

5. We agree to make a good-faith effort attempt to resolve issues concerning proposed changes in conditions of employment, including those involving the subjects set forth in 5 U.S.C. § 7106 (b)(1), through discussions in the Council.
6. We agree that the Council will be comprised of members, all of whom shall be Federal employees, as follows:
  - a. Management – GLERL Supervisors
  - b. Labor – AFGE 3908 Executive Council
7. We agree that a representative from labor and a representative from management will serve as co-chairs of the Council. Each co-chair may designate an alternate from among the members who will serve in the absence of the respective co-chair.
8. We agree that the Council will initially hold regularly scheduled meetings once a month. Those meetings will be at mutually agreed upon times in the Lake Erie Conference Room (or another mutually agreed upon location) at 4840 South State Road, Ann Arbor, Michigan. Teleconferencing will be available for those members not able to be present at meetings.
9. We agree that the Council members may change the frequency and location of the council meetings.
10. We agree that:
  - a) Because of the nature of the Partnership relationship, routine substitution (i.e., stand-ins) of Council members for Council meetings is inappropriate;
  - b) Council members will change as the members of Management (supervisors) and the Union Executive Council change due to personnel reassignments and Union elections.
  - c) Each partner has the right to remove one or more of their participating Council members without approval of the other partner, as long as at least two members of each partner remain on the Partnership Council, and the other partner is notified at the next Council meeting after such removal is instituted.
11. We agree that the Council may appoint, from time to time, working groups to study and make recommendation to the council.
12. We agree the Council will not hold meetings in the absence of a quorum. A quorum consists of at least 4 members (2 labor and 2 management).
13. We agree management will provide support services, such as a meeting room, use of Government computers, copiers, and telephones for use by the council.
14. We agree that the labor representatives on the Council will be entitled to reasonable amounts of official time for attendance at the meetings of the Council and preparation in advance of the Council meetings. These amounts of official time are in addition to official time provided for in applicable collective bargaining agreements. The operating

unit will pay related travel expenses for labor Council members on approved travel in connection with Council meetings.

15. We agree the Council members will select a “secretary” who shall be a Federal employee and who will perform duties as prescribed by this Charter and the Council.
16. We agree that the Council co-chairs will submit proposed agenda items for the next meeting to each other for approval at least one week in advance of the next meeting. The approved agenda will be given to the secretary who will distribute it to all Council members before the meeting. The co-chairs may consider requests for emergency items at the beginning of each meeting.
17. We agree that the secretary will provide a written summary (i.e. ‘minutes’) of the meeting within one week to the Council for review and that the co-chairs will either accept or correct the minutes within one week of receipt. The secretary will then distribute the approved minutes to all GLERL staff.
18. Observers (Federal and non-Federal employees) will be permitted to attend all Council meetings, but must first register their intent to attend with the secretary three (3) days in advance of each specific meeting. This requirement is to ensure appropriate accommodations can be made for their attendance. Observers will not be permitted to speak during a meeting unless all of the Council members invite that observer to speak.
19. Nothing in this agreement shall abrogate any collective bargaining agreements in effect on the date of this order.

## II. PARTNERSHIP FUNCTIONS

1. The Partners agree that the primary functions of the Partnership are to:
  - a) Identify issues and craft solutions to better serve the agency's customers and mission
  - b) Promote the mission of NOAA and GLERL
  - c) Promote a work environment that will attract and retain a highly skilled and motivated workforce and eliminate performance issues
  - d) Develop processes to work together by sharing concerns and information to avoid, or informally resolve, workplace problems
  - e) Foster and encourage better and more open communication between employees and management
  - f) Review and address, as partners, issues that affect conditions of employment which arise from sources external to GLERL management
  - g) Promote training for managers and labor representatives on interest-based problem-solving and Alternative Dispute Resolution (ADR) techniques
  - h) Develop and use an ADR approach to try to resolve disputes consensually

### III. RELATIONSHIP TO THE GLERL COLLECTIVE BARGAINING AGREEMENT:

1. Except as noted in Executive Order 13522, actions of the Partnership Council cannot change, amend, alter, or replace the terms and requirements of the GLERL Collective Bargaining Agreement (CBA) between the Great Lakes Environmental Research Laboratory (GLERL) and the American Federation of Government Employees (AFGE) Local 3908, dated August 14, 1997, as amended.
2. Use of ADR Process: the Partners agree that before either party chooses to refer a disputed issue for action under the GLERL CBA, serious consideration shall first be given to utilizing a mutually agreed upon ADR approach to try to resolve conflicts and reach a consensus.

### IV. PARTNERSHIP TRAINING

1. The Partners agree to identify appropriate training that is available to members of the Partnership Council, and other participants in the Partnership process as mutually agreed to by the Partners.
2. The Partners agree that such training should include:
  - a) Team building and communications techniques
  - b) Alternative Dispute Resolution techniques
  - c) Interest-based approaches to negotiations and problem-solving
  - d) Consensus decision-making
  - e) Labor-Management Relations overview and processes
3. Within the constraints of the laboratory budget and funds availability, management agrees to pay the costs for the initial partnership training as appropriate (see below), including the costs of related travel, per diem, registration or other fees.
4. Within the constraints of the laboratory budget and funds availability, management agrees to pay the costs for training when new members are appointed to the Council, up to once each year.
5. Employees identified to receive partnership training shall be allowed to do so on official time and, as necessary, with official travel orders.

### V. ADMINISTRATIVE

1. Costs for using a third-party to help try to reach consensus on a Partnership Council dispute shall be paid equally by the Partners.

VI. REVIEW AND ASSESSMENT

1. The Partners agree that the effectiveness of this Partnership shall be periodically evaluated and the Charter subject to revision. Therefore, the Partners agree to assess the overall effectiveness of the Partnership every two years.
2. To assist with the review and assessment, the Partners agree to develop measurements and metrics for the evaluation of the effectiveness of the Partnership.
3. Any and all modifications to this Partnership must be mutually agreed upon by the Partners, and are subject both to final approval by the GLERL Director and ratification by AFGE Local 3908.

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Acceptance of this document and activation of the GLERL Partnership is hereby agreed to on behalf of the management of the NOAA Great Lakes Environmental Research Laboratory by:

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Marie Colton, Director, GLERL

Date: \_\_\_\_\_

Acceptance of this document and activation of the GLERL Partnership is hereby agreed to on behalf of the American Federation of Government Employees Local 3908 by:

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Nathan Hawley, President, AFGE Local 3908

Date: \_\_\_\_\_