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NWSEO and NWS Make Measurable Progress in June 26-30 Collective Bargaining Agreement Negotiations

(July 5, 2017) Negotiations for the new NWS-NWSEO Collective Bargaining Agreement (CBA) continued in the Tampa Bay/Sarasota, Florida area during a productive one-week session, June 26 – June 30, 2017. Cooperation prevailed as Both Parties focused on effectively resolving issues and negotiating mutually agreeable solutions. NWSEO is hopeful this productive, cooperative spirit will continue as negotiations move forward.

The NWS and NWSEO (hereafter “The Parties”) discussed the following Articles during this session:

Article 5: Rights of Employees

Article 30: Government Housing

Article 35: Employee Assistance Program and Employee Assistance (NWSEO)/Employee Assistance Program (NWS)

Article 22: NWSEO Facilities

Article 25: Communications (NWSEO)/Union Communications and Facilities (NWS)

Article 5: Rights of Employees

Each section of the Article 5: Rights of Employees proposals were reviewed with intense discussions, Q & A sessions, and plenty of counter proposals.

As a result, the following sections were tentatively agreed to by the Parties:

SECTION 1. Each employee in the unit of recognition shall have the right to join or assist the NWSEO, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Each employee shall have the right: A. To act for the NWSEO in the capacity of a representative, and in that capacity to present the views of the NWSEO to elected or appointed officials of Federal, state, and local governments, the Congress, or other appropriate authorities; and, B. To engage in collective bargaining with respect to conditions of employment as authorized by the President of NWSEO, this Agreement, and applicable laws.

SECTION 2. The provisions of this Agreement shall not be construed to preclude an employee from being represented by an attorney or other representative, other than the Union, of the employee's own choosing in any grievance or appeal action or exercising grievance or appellate

rights established by law, rule, or regulation, except in the case of the grievance procedure negotiated in this Agreement.

SECTION 3. Nothing in this Agreement shall require an employee to become or remain a member of the NWSEO, or to pay money to the NWSEO, except pursuant to a voluntary, written authorization by the employee for payment of dues.

SECTION 5. Employees have the following rights when questioned by Management, or its designee, to ascertain necessary facts in preparation for third party proceedings under 5 USC 71, including unfair labor practices and grievances. The Management representative shall tell the employee(s): A. the purpose of the questioning; B. that no reprisal will take place; C. that participation is voluntary; D. that the questioning will not exceed the legitimate purpose of the inquiry; and E. that he/she may have a NWSEO representative present during the inquiry, upon request.

SECTION 9. The Parties encourage employee participation in Combined Federal Campaign (CFC) charitable drives and campaigns. Participation is voluntary. Employees shall not be required to attend briefings/meetings to discuss charitable drive participation. Employees will be voluntarily excused from any portion of a briefing/meeting which discusses these subjects. CFC solicitations may be made, but no pressure shall be brought to bear to require such participation. Flyers, bulletins, posters, etc., associated with charitable drives, may be posted a reasonable amount of time prior to the opening date and shall be removed concurrent with the closing date.

SECTION 10. Limited personal use of government furnished communication devices and Internet during working or nonworking hours including the use of government email, world wide web access, and the use of government personal computers, networks, and printers to support such access is authorized, provided that the use: A. involves minimal expense to the government or does not consume excessive resources; B. does not interfere with official business; C. does not pose a security risk; and D. does not create the impression that the individual's personal views or activities represent the official position of the NWS.

While the occasional, moderate personal use of Government Internet/E-mail resources on duty time (i.e., in a duty status) is acceptable, some uses are strictly prohibited. Prohibitions include, but are not limited to: A. private commercial business activities or profit making ventures; B. engagement in matters directed toward the success or failure of a political party; C. engagement in any prohibited direct or indirect lobbying; D. use that could generate or result in an additional charge or expense to the Government; E. viewing, obtaining, creation, distribution, or storing of sexually explicit material; F. participation in or encouragement of illegal activities or the intentional creation, downloading, viewing, storage, copying, or transmission of materials that are illegal or discriminatory; G. use of Government e-mail addresses in a manner that will give the false impression that an employee's otherwise personal communication is authorized by the Department; H. engagement in unauthorized charitable fund raising, including use of

broadcast e-mails, or soliciting volunteers to raise funds; and/or I. activity that would bring discredit on the NWS or violation of any statute or regulation, including applicable copyright laws.

Where there is reasonable cause to believe employees may be misusing the Internet/E-mail, Managers may request that official inquiries be conducted on their employees' Internet/E-mail activities, including accessing computer file information. Employees found to be misusing Government Internet/E-mail resources may be subject to disciplinary action up to and including removal from the Federal Service.

Limited personal use of employee owned communication devices (e.g., telephones, tablets, Wi-Fi enabled devices, etc.) is authorized during duty hours provided it does not interfere with official duties, or consume excessive resources. This activity must be limited in duration and frequency. Employees found to be excessively using their employee owned communication devices may be subject to disciplinary action up to and including removal from the Federal Service.

While limited personal use of employee owned communication devices while on duty time (i.e., in a duty status) is acceptable, some uses are strictly prohibited. Prohibitions include, but are not limited to: A. private commercial business activities or profit making ventures; B. viewing, obtaining, creation, distribution, or storing of sexually explicit material; C. use that could generate or result in an additional charge or expense to the Government; D. participation in or encouragement of illegal activities or the intentional creation, downloading, viewing, storage, copying, or transmission of materials that are illegal or discriminatory; E. use of Government e-mail addresses in a manner that will give the false impression that an employee's otherwise personal communication is authorized by the Department; F. engagement in unauthorized charitable fund raising, including use of broadcast e-mail, or soliciting volunteers to raise funds; and/or G. activity that would bring discredit on the NWS or violation of any statute or regulation, including applicable copyright laws.

SECTION 13. The Agency shall not take or fail to take any personnel action with respect to any employee as a reprisal for the exercise of any appeal right granted by law, rule, regulation or the terms of this Agreement.

SECTION 14. The Agency shall not take any personnel action against an employee or fail or refuse to effect, in a timely manner, any personnel action related to an employee as a reprisal for the employee's disclosure of information which the employee reasonably believes indicates a violation of any law, rule, regulation, mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to the public health or safety.

Article 30 - Government Housing

The Parties successfully worked together to negotiate a tentative agreement of Article 30: Government Housing.

SECTION 1. Government housing is defined to be any government-owned or leased employee living quarters administered by the National Weather Service.

SECTION 2. The Agency will provide notice and schedule with employee tenants a reasonable time, generally at least five (5) business days prior notice, unless other arrangements are made with the tenant, for entering rental units for the purpose of making routine repairs, general maintenance, inspection and inventory. For any instance where access must be made, for the protection of life and property during emergencies (smoke, water, freeze-up, explosion, etc.) access may be without notice. The Agency will not violate the tenants' right to privacy. Employee tenants will not unlawfully keep authorized Management representatives from entering quarters.

When there is to be a change in housing location, or housing will be subject to material renovations, the NWS will notify the Union in accordance with Article 8 of this Agreement.

Article 35 - Employee Assistance Program (EAP) and Employee Assistance (NWSEO)/ Employee Assistance Program (NWS)

The Parties' efforts to listen to each other, work through concerns, and reach a consensus resulted in a tentative agreement on the title of Article 35, "Employee Assistance and Related Programs" along with tentative agreements on the following sections:

SECTION 2. Participation in the EAP shall be voluntary. The EAP is confidential. EAP records and conversations between an EAP counselor and an employee are private in accordance with applicable law, rule and regulation.

SECTION 3. In addition to the counseling and other services they provide, EAP resources include, but are not limited to, program materials, informational brochures and many other valuable resources addressing such issues as traumatic life events, legal and financial counseling, stress management, family counseling, child care, elder care, marital counseling, substance abuse counseling, psychological/health disorders, and grief and loss.

Article 22 Facilities (NWSEO), Article 25 Communications (NWSEO), and Article 25 Union Communications and Facilities (NWS)

Discussions continued on Article 25. If you'll recall, NWSEO is separating Article 25 from the current CBA entitled, "Communications and Facilities" into two separate Articles – Article 22 "Facilities," and Article 25 "Communications." NWS titles its version of Article 25 as "Union Communications and Facilities."

The Parties reviewed each section of NWSEO's Article 25 and revisited Article 22, Section 18. There were lively discussions with plenty of questions and input from both sides resulting in progress on several sections. An agreement was reached on space within offices to store Union materials: *In facilities where the Local Office Team (LOT) determines there is suitable shelf space in non-work areas, the Union shall be permitted the use of the space to store Union materials.*

The next CBA Negotiation Session is scheduled for July 25 in Silver Spring, MD.

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. Michael Mercer, Chief, Environmental & Scientific Services Division, NWS/Alaska Region Headquarters
3. Stephen Wilkinson, Meteorologist in Charge, WFO Greenville-Spartanburg, SC
4. Mike Vescio, Meteorologist in Charge, WFO Pendleton, OR

Contract Connect: the negotiation newsletter for bargaining unit employees from bargaining unit employees brings the latest news from the negotiations table to you. It is distributed as quickly as possible after each negotiation session. Note: NWSEO will not always go into specifics for every article as it may be to our disadvantage with ongoing negotiations.

NWSEO thanks you for your membership support.

-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.