



[NWSEO Contract Connect](#)

CBA Negotiations Take a Step Backwards

(August 7, 2017) - Negotiations for the new NWS-NWSEO Collective Bargaining Agreement (CBA) continued in Silver Spring, MD during a two-week session July 24 through August 4, 2017. After a productive June 26 to 30, 2017 session where cooperation prevailed NWSEO was excited and hopeful to build on this cooperative momentum by effectively resolving issues and negotiating mutually agreeable solutions. However, this two-week session was just the opposite. Very limited progress was made during the two weeks, with not even two complete CBA articles discussed. Discussions centered on Article 36, "Home Leave and Return Rights" and portions of Article 10, "Grievance Procedure." Unfortunately, and for the first time since CBA negotiations began in April 2017, the Parties did not reach tentative agreements on any complete sections of an Article, which is very disappointing.

Article 36 – Home Leave and Return Rights

Article 36 is an important article for NWSEO members in the Pacific Region (Guam and Pago Pago) and Southern Region (San Juan, Puerto Rico). Section 1 of the article covers employees' eligibility to receive travel allowances and transportation expenses for the purpose of returning to their home of record on leave between tours of duty overseas.

Management's initial Section 1 proposal limits Home Leave and Return Rights **ONLY** to Alaska and Pacific Region (Guam and Pago Pago) employees, while excluding the hard-working employees in Puerto Rico. In fact, management apparently did not know that employees in Puerto Rico were eligible for or were receiving this benefit! Management also did not even know that Alaska employees were ineligible for home leave. NWSEO informed the NWS that the Agency has ALWAYS offered this benefit to the employees in Puerto Rico.

NWSEO then asked the management team if the Agency is proposing to take away home leave and accrual of additional annual leave up to 45 days from the eligible employees in Puerto Rico. The Agency gave a firm, stiff response: "That is correct. That is what the NWS is proposing."

The NWS proposal to limit this tangible benefit to Pacific Region (Guam and Pago Pago) employees completely goes against the recently disseminated NWS All-Hands message on termination of the current CBA, with phrases such as "enhancing the rights and opportunities that all of you deserve;" and "NWS is committed to ensuring a new CBA is put in place, one that reflects the needs of the

NWS today and going forward, and that considers all NWS employees.” Is this how the NWS enhances the rights of its employees, by taking away Home Leave from employees in Puerto Rico?

In addition, management is proposing to take away Home Leave from NWS Bargaining Unit employees who currently receive it on a “case by case basis”. Many people moved to these remote locations with the approval to be in the Home Leave Program as a condition of employment and after these employees arrive on station, the NWS plans to take it away? NWSEO pointed out that employees have always received this benefit once they were in the home leave program, which is a past practice, and now the NWS wants to decide which employees will continue to receive home leave and which might not even if they already met all the requirements for the home leave program?

After a very long discussion and objections from NWSEO, NWS finally countered their proposal:

NWS will only authorize travel and transportation expenses for an employee’s OCONUS tour renewal travel if it determines that:

- A. NWS staffing needs are required to recruit or retain employees at a post of duty; or
- B. NWS is in need to recruit employees with special skills and knowledge and/or to fill positions in remote areas.

The NWSEO proposal covers employees to receive allowances for travel and transportation expenses for the purpose of returning to a home of record on leave between tours of duty overseas, which includes Pacific and Southern Regions. This has been a past practice for many, many years. ***NWSEO felt the Parties should have been able to come to an agreement on this short two-section Article, and offered to management to request the onsite services of the Federal Mediation and Conciliation Service (FMCS) to assist both Parties to resolve this Article.*** The FMCS requires both Parties request their services, but management declined the offer, curiously claiming the Parties were making great progress. Article 36 was tabled with no agreement, and the Parties moved to Article 10.

Article 10 – Grievance Procedure

Article 10 was another contentious article. There was little progress made on the first 3 sections during the first week. Some time was spent talking about time limits to file grievances and extension times, but a majority of the time was spent on discussing which would be excluded from the grievance procedure in Article 10. NWSEO proposed only the mandatory statutory exclusions from the grievance procedure based on (5 United States Code (USC) 7121) which include:

- Any claimed violation of subchapter III of Chapter 73 of Title 5, USC relating to prohibited political activities;
- Retirement, life insurance, or health insurance;
- A suspension or removal under 5 USC Section 7532;

- Any examination, certification, or appointment;
- The classification of any position which does not result in the reduction in grade or pay of an employee; and
- Termination of probationary and temporary employees.

Management added additional detrimental exclusions from the grievance process in addition to the 2001 CBA exclusions. Managements' new exclusions include:

- Disapproval of an honorary or discretionary award not directly related to job performance;
- Complaints concerning veteran's preference;
- The substance of performance standards and elements/measures and/or the determination as to whether an element/measure is critical or non-critical;
- Ratings on individual performance elements and performance measures;
- Progress reviews, a counseling session or counseling letter, or the issuance of a performance improvement plan (PIP);
- Non-selection from among a group of properly ranked and certified candidates; and
- Allegations of discrimination based on disability, age (40 or over), sex (including pregnancy), race, religion, color, genetic information, sexual orientation, national origin, preferential or non-preferential civil service status, political affiliation, or marital status, or allegations of retaliation for having filed an Equal Employment Opportunity (EEO) complaint.

NWSEO questioned management's intent to exclude Veterans from filing grievances as they have rightfully met all necessary criteria for this classification. Is this how NWS is enhancing the rights and opportunities that all veterans deserve? After a lengthy and contentious discussion, management withdrew the exclusion.

NWSEO was absolutely shocked that management proposed that discrimination of an employee, based on disability, age, race, sex, etc. would be excluded from the grievance procedure.

NWSEO could not believe the additional exclusions added by management and told them repeatedly that their exclusions are over and above what 5 USC 7121 requires.

Based on the July 21, 2017 NWS All-Hands email, the Agency said: "Renegotiating the agreement with NWSEO is about enhancing the rights and opportunities that all of you deserve." In typical NWS fashion, management says one thing and does another. Based on management's proposal with all the additional exclusions to the grievance procedure, it is obvious the NWS management wants to *reduce* the rights of employees to grieve matters, while NWSEO wants to *expand* the rights of employees.

As NWSEO pointed out in its August 2, 2017 *Special Edition of Contract Connect*, management made the following outrageous counter proposal to the NWSEO at the negotiating table:

“If any employee who has filed a grievance departs the bargaining unit before a decision is reached on a grievance which is being processed, the grievance is null and void unless the employee can be granted tangible relief in which case a decision on the grievance shall be final, binding and not capable of being processed further.”

The above counter proposal unilaterally takes away your right to appeal, or take to arbitration, an adverse action such as a termination. While in some cases this might be harmless (someone retires or gets promoted out of the bargaining unit), it could also be used to fire an employee before the grievance process is concluded making management’s decision final and binding. Neither an employee nor the NWSEO would have any recourse to contest management’s decision. Management did say this was not their intentions, but did not change or withdraw their counter proposal.

Negotiations over article 10 were not completed since it is a very long and complex article. Both Parties also added new Sections to their proposals and did offer counter proposals, but no tentative agreements were reached. NWSEO emphasized throughout this negotiation that it is NWSEO’s intention to bargain over a new contract even to the point of involving a Federal Mediator to resolve differences. But it appears that management is unwilling to work together and more unwilling to involve a Federal Mediator in this process.

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. Christopher Jacobson, NWSEO Pacific Region Chair, Senior Meteorologist, WFO Honolulu, HI
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, Anchorage, AK
3. Stephen Wilkinson, Meteorologist in Charge, WFO Greenville-Spartanburg, SC
4. Mike Vescio, Meteorologist in Charge, WFO Pendleton, OR
5. David Murray, NWS Labor-Management Relations (LMR) Liaison, Silver Spring, MD (for Week 2 of the session)

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 CBA negotiation session.

Note: NWSEO will not always go into specifics for every article as it may be to our disadvantage with ongoing negotiations.

The next CBA negotiation session will take place August 21 through September 1, 2017 in St. Petersburg, FL. Thank 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**