



# *The Four Winds*

*National Weather Service Employees Organization*

## **Contract Connect**

### A Tale of Two Weeks at CBA Negotiations

“You Cannot Negotiate Unless You Communicate”

followed by

“Spirited Cooperation and Common Purpose”

(September 5, 2017) - Negotiations for the new NWS-NWSEO Collective Bargaining Agreement (CBA) continued in St. Petersburg, FL during a two-week session held August 21 through September 1, 2017. This session was a tale of two weeks. During the first week, there was very limited progress, little cooperation, and a lack of communication at the negotiation table. Instead of earnestly working to resolve differences in proposals and find common ground so that we might successfully craft language agreeable to both sides, Management’s Chief Negotiator frequently squashed communication, stating and repeating, “Our proposal is our proposal,” shutting down any meaningful discussion. NWSEO has continuously stressed that it’s in both Parties’ best interest to discuss each other’s proposals to understand and better appreciate each other’s position so that we might effectively work “together” to create a better CBA, instead of eventually relying on third parties (attorneys, mediators) doing it for us. However, as the NWSEO Chief Negotiator said during week 1, “you cannot negotiate unless you communicate.” To improve communications and to move negotiations forward, NWSEO has previously requested the aid of a Federal Mediator to resolve differences and help to facilitate discussions, but to this point, Management is reluctant to involve mediation services.

Amazingly, the second week of the session was totally the opposite of the first week. Unlike week 1, constructive dialog took place between the Parties on two Articles: “Equal Employment Opportunity, Diversity and Inclusion,” and a new NWSEO submitted Article, “Mutual Respect.” Some progress was also made during discussions of the “Arbitration” Article. Both sides exchanged ideas and constructive analysis of proposals, cooperatively covering a wide variety of subject matter. This is truly how negotiations should take place, and NWSEO is encouraging the NWS Chief Negotiator to continue this productive, cooperative spirit as negotiations move forward.

## **Article 10 – Grievance Procedure**

The Parties spent most of the first week continuing to work through Article 10. Little progress was made as Management was often reluctant to communicate, and their proposals tended to be too one sided. For example, one proposal from Management centered around grievance timelines concerning bargaining unit employees (NWSEO) and Management. Management proposed that during the grievance procedure, if NWSEO, the grievant or grievant’s representative misses a grievance deadline, the grievance would be automatically dismissed. On the other hand, if Management misses their deadline, it is okay, as the grievance then automatically moves to the next level in the grievance process. The grievance can thus move through all the levels of consideration (Step 1 through Step 3) without Management having to ever review the merit of the grievance to ensure discipline was reasonably or fairly applied! This is clearly unfair to the grievant.

It is NWSEO’s belief that Management and NWSEO should both be required to respond to grievances in a timely manner. If Management fails to respond in a timely manner, the grievance should than be automatically granted. NWSEO feels Management is stacking the rules against bargaining unit employees. Such an unfair arrangement is completely contradictory to what our NWS Deputy Director, Mary Erickson, stated in a recent All Hands Message: “The 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.**” (Bold emphasis added).

Both Parties agreed to table Article 10, and moved on to Article 11.

## **Article 11 – Arbitration**

The first three sections of Article 11 were discussed with little progress made. Management’s proposals remained unreasonable and they were reluctant to converse and work toward common ground. Management had the audacity to propose that should we have to go to arbitration over a grievance, an arbitrator would have to be selected within 25 days, unless an extension was mutually agreed to or the grievance is dismissed. In short, all Management has to do is not make a selection, the grievance is dismissed, and Management wins. The process of selecting an arbitrator is not unlike selecting a jury. The Federal Labor Relations Authority (FLRA) provides a list of seven arbitrators to Management and NWSEO. Management eliminates one of the seven from consideration, followed by NWSEO, until there is only one arbitrator left, and that person then serves as the arbitrator for the grievance. If NWSEO was to accept Management’s proposal, there would be nothing to prevent them from making sure the elimination process went beyond 25 days, resulting in the grievance being dismissed without a fair and impartial hearing. One has to wonder...is NWS Management really 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?” After an exhaustive period of negotiation over the utter unfairness of their proposal, NWSEO convinced Management to strike the proposal.

There were counterproposals made by both Parties in Sections 1, 2 and 3, with Management offering a counterproposal in Section 4. NWSEO did accept Management's Counter #1, Section 3C:

- C. The arbitrator will set the date of the hearing with the concurrence of the Parties' representatives. Once that date has been established, any party that unilaterally requests an arbitration hearing be delayed, postponed, and/or canceled for whatever reason shall pay any and all fees, including any and all fees of the arbitrator associated with the delay, postponement, and/or cancellation. Payment of any non-refundable travel expenses will be determined in accordance with the federal travel regulations.

While NWSEO accepted Management's language on this portion of the Section, no tentative agreements were reached. Many CBA Articles are broken into Sections, and during negotiations, each Section is discussed, and if an agreement is reached on an entire Section, a tentative agreement (TA) is signed by the Parties' chief negotiators. Until a TA is reached on a Section, the Parties can "accept" language within a specific Section.

Also, NWSEO accepted Management's Article 11, Sections 7 and 10 (below), and signed two TAs.

**SECTION 7.** The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of this Agreement and shall be without power or authority to make any decisions which:

- A. Are contrary to or inconsistent with, or modifying, adding, deleting, varying, in any way, the terms of this Agreement or of applicable law, rules, or regulations governing the Federal sector.
- B. Involve the exercise of statutory or discretionary rights of both parties under the provisions of this Agreement or under applicable law, rules or regulations, unless otherwise waived by the Agreement.

**SECTION 10.** Any grieving party withdrawing from arbitration, absent settlement, agrees that the grievance at issue is null and void and cannot be raised again.

Elsewhere within Article 11, there were counterproposals made on Sections, but no additional TAs were reached.

**Article 18 - Equal Employment Opportunity, Diversity and Inclusion (NWSEO Proposed Title) and Equal Employment Opportunity (NWS Proposed Title)**

Management and NWSEO discussed each Party's versions of Section 1, 2 and 3 of Article 18, with a very good and cordial question and answer session. However, both Parties agreed to table Article 18, Sections, 1, 2 and 3 until both Parties can seek advice from an Equal

Employment Opportunity (EEO) Subject Matter Expert. However, Management did accept NWSEO Article 18, Section 4:

**SECTION 4.** The names, addresses, and phone numbers of all EEO counselors who are authorized to accept informal EEO complaints from bargaining unit employees will be conspicuously posted in each office where unit employees are stationed. Such a list will be kept current, and an additional copy of the list will be provided to the Union. The Union will be promptly notified of each change to the list.

**Article 28 – Mutual Respect (NWSEO New Proposed Article)**

The next Article discussed was a new Article 28 proposed by NWSEO to the new CBA, entitled “Mutual Respect.” Article 28 in the current (2001) CBA, entitled, “Changes Amendments to the Agreement,” is proposed to be removed by Management in the new CBA, while NWSEO is proposing keeping the Article, but renumbering it to Article 44, the second to last Article in NWSEO’s CBA proposals. There was spirited discussion from both Parties over the new proposed Article, with Management and NWSEO agreeing that if there is bullying in or outside the workplace, there needs to be a detailed process to address it. The challenge is defining how to do this in the most effective way. NWSEO said the Federal Government has a Web site ([www.stopbullying.gov](http://www.stopbullying.gov)), and since there are no Federal laws covering bullying, employees need and deserve protection. NWSEO made counterproposals, but Management offered no counterproposals at this time with no agreements reached. Both Parties agreed to table Article 28 until subject matter experts can weigh in and provide additional guidance on this subject.

**Article 29 – Retirement (NWSEO New Proposed Article)**

Article 29 is a new NWSEO proposed Article mostly concerning Retirement benefits training and the providing of assistance, for benefits claims, for the beneficiary of a deceased retired or current employee. Article 29 in the current (2001) CBA, entitled, “Duration and Terms of the Agreement,” was retained as Article 29 by Management, while NWSEO proposes to renumber it to Article 45, the last Article in NWSEO’s CBA proposals. Several question and answer sessions occurred, but due to time constraints, both Parties mutually agreed to table further discussions until the next CBA negotiation session.

The NWSEO Negotiation Team for this session included:

1. Dan Sobien, NWSEO President & Chief Negotiator, 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. Suzanne Sims, NWSEO Western Region Chair, Senior Meteorologist, WFO Monterey, CA
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 (Absent Week 2)
3. Stephen Wilkinson, Meteorologist in Charge, WFO Greenville-Spartanburg, SC (Present for all but the first day)
4. Mike Vescio, Meteorologist in Charge, WFO Pendleton, OR (Absent Week 1)
5. David Murray, NWS Labor-Management Relations (LMR) Liaison, Silver Spring, MD

*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 September 25, 2017 - October 6, 2017 in St. Petersburg, FL. Thank you for your continued membership support. We hope to see many members at the upcoming annual NWSEO convention, to be held September 18 and 19, 2017 in St. Petersburg!

**-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**