



Contract Connect

A "Kentankerous" Two Week Negotiation Session

NWS Operations to Continue Around the Clock Operations "Where Determined by Management...?"

Highlights

- Did Management hint at future WFO hours of operations plans with their counterproposal in Article 19?
- Lots of discussion on leave, with NWSEO making a very generous counter proposal which was completely shot down by Management.
- Management only willing to agree to proposals where both sides have the same words or where the union's proposal is the law.

(November 28, 2017) Negotiations for the new NWS-NWSEO Collective Bargaining Agreement (CBA) continued in Silver Spring, MD at NWS Headquarters during a two-week session November 6 - 17, 2017. This session was a mixed bag, with little progress the first week and slight progress the second week, but Management continues to stonewall significant progress and is not showing much of a willingness to work with the Union. Two articles were discussed during this session: Article 26 (Telework) and Article 19 (Leave).

Article 26 – Telework

Discussions continued on the new Telework article which both sides reviewed each other's proposals. Some progress was made on the first day as two sections were agreed to. One regarded liability, which stated the agency should be responsible for damages should they occur to the employee's personal or real property in accordance to the Federal Tort Claims Act or Military Personnel and Civilian Employees Claims Act. The other section dealt with Workers Compensation should an employee be involved in an accident or injury while working at their alternate worksite. Other sections of the article were tabled as management was unwilling to compromise on something as simple as allowing a teleworker to end their day early if the Secretary of Commerce granted an early dismissal.

Article 19 – Leave

The NWSEO proposal included 18 sections which clarified the types of leave that may be requested to be consistent with current leave policies and statutes and leave scheduling procedures that could be utilized. The NWS proposal also contained similar items within their 14 sections. Bargaining over the items in the respective proposals was far from a hasty process. For the first few days, discussions focused on the wording from the first two sections which generally defined the various types of leave and how it would be scheduled. Both parties agreed that leave requests would be generally scheduled using WebTA (or a successor system). However, this is where progress stalled.

When it came time to discuss scheduled leave (leave which is requested before the start of the administrative work week), management insisted that they could approve or deny any request during a 14-day period. NWSEO thought that 14 days to respond to a leave request was unduly long and asked for a much shorter time period. The Union believes that decisions should be rendered in a much faster manner since leave requests are rapidly and automatically sent to the supervisor or their designee. Imagine if you saw that an airline was having a 10-day fare sale for travel a couple months out. If we accepted the up to 14-day decision window for a leave request to be adjudicated, you might not be able to take advantage of such a sale. By utilizing WebTA, the union's initial position was the leave should have been able to be approved within one business day. The Union gave Management a counter proposal, of a 5-day window for leave requests that began within the next 30 days, and a longer 7-day window for longer range requests. Management refused to even consider the NWSEO proposal and saw no reason for a compromise.

Both Parties moved onto a seemingly simple subject, the determination of a peak leave period for annual leave requests. Both parties stuck fairly close to the existing contract; however, management insisted on placing extraneous legalese phrases into their proposals which rendered them difficult to decipher for the parties that were going to ultimately utilize them, the stewards and managers. The subtle phrasing would also invalidate NWSEO's ability to bargain over the establishment of or changes to the peak leave periods.

The Parties agreed to issues pertaining to credit hours and how they can be used. The Parties reached agreement on a new section introduced solely by the NWSEO pertaining to the use of sick leave for veterans with a service connected disability according to the Wounded Warriors Federal Leave Act.

While progress was made on credit hours and the Wounded Warriors Act, (however, management only accepted provisions that were the law), the train of productivity was completely derailed by Management with the biggest bombshell of these negotiation sessions; NWS operations during times of hazardous weather or other hazardous conditions. The current CBA states that NWS operations must continue around the clock, seven days a week despite adverse weather or other conditions.

At first, both parties had similar wording; however, out of nowhere, management countered their original proposal and insisted on placing four key words at the beginning of their proposal: "*Where determined by management...*" This wording raises several questions about the future operations of offices: Would the NWS now determine that NWS operations didn't need to continue around the clock? Would this lead to eventual office closures/part timing of offices? Was this one of the basic premises behind the "Evolve" movement?

Also within the Leave Article, the Union proposal asked for more time to train the stewards in an effort to more effectively uphold the intent of the CBA and work better with management, especially given the potential complexity of implementing a new contract. Management was not interested in the Union proposal.

Two other sections which were agreed to during this session included: Military Leave and Excused Absences. The discussion of the latter proved to be quite frustrating as the only difference in the parties' proposal was the title of the section. NWSEO titled it: "Excused Absences" while Management's title was "Excused Absence." The NWS chief negotiator argued for about 45 minutes over whether a word should be plural. The NWSEO Team had to remind the NWS Chief Negotiator that he previously had to sign a letter to NWS staff agreeing to bargain in good faith, and finally, Management accepted NWSEO's language in order to "make us happy."

The last part of the negotiation session had the Union offering one of our most comprehensive counter proposals, offered in the spirit of compromise and working together, pertaining to sick leave. Most of what we offered used management's wording verbatim since we thought it was well written and easy to comprehend. However, one section we could not accept was the requirement for obtaining a medical diagnosis to determine contagiousness. In other words, management's proposal would mandate that you seek a medical diagnosis before calling into work with a contagious condition. Our contention is if you have a cold and are contagious, it would be better to stay at home rather than to potentially infect your coworkers. Management thought this opened the door for an employee to abuse sick leave. We thought in the overwhelming majority of cases, you can, and should, trust the employee; not to mention, there is still a section in the sick leave article which allows management to request additional information from a medical authority for absences which are questionable. In the end, management would not accept any portion of our counter proposal, refusing to agree to their own language and refusing to work with us.

While we don't expect management to unilaterally accept what we propose to them, we thought we at least deserved a counter to keep the process moving ahead. A disturbing signal during this negotiation was the lack of trust and respect for the employees. There was a repeated inference that employees were abusive of their leave entitlements, employee abuse needed to be reined in and controlled.

NWSEO does not share this view and contends that NWS employees are among the most motivated and dedicated federal workers. The OWA data supports this view of NWS employees. Sadly, if the two parties can't agree to trust and respect the employees, where is the future of this agency?

To date, after seven months of negotiations, management has only been willing to agree to issues where either both parties had the same words or where they were just agreeing to what was the law. They are unwilling to even give counterproposals on negotiable issues where we are going to have to find some compromise. Hopefully, the next session scheduled December 11-22 in St. Petersburg, FL will prove more fruitful with a better good faith effort; otherwise, this will continue to be a very tedious drawn out negotiation.

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. Jon Fox, NWSEO Steward, Senior Meteorologist, NWSEO IMET Rep., WFO Spokane, WA
4. David Solano, NWSEO Secretary/Treasurer and Eastern Region Chair, Senior Hydro-Meteorologist, Middle Atlantic River Forecast Center, State College, PA
5. Mike Dion, NWSEO Headquarters Chair, Digital and Graphical Information Support Branch, NWS Headquarters, Silver Spring, MD
6. Delyne Kirkham, Hydro meteorological Technician (HMT), 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. David Murray, NWS Labor-Management Relations (LMR) Liaison, Silver Spring, MD
4. Steven Wilkinson, Meteorologist in Charge, WFO, Greenville-Spartanburg, SC (Absent Week 2)
5. Mike Vescio, Meteorologist in Charge, WFO Pendleton, OR (Absent Week 1)
6. Sally Pavlow Johnson, Meteorologist in Charge, WFO St. Louis, MO (Absent Week 1)

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. Thank you for your continued membership and 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.