

Contract Connect

Progress Continues to be Elusive During Contract Negotiations

Highlights:

- NWSEO envisions a safe, healthy, and productive workplace that helps create an atmosphere where employees are treated fairly and equitably, respect one another, work together and has the Quality of Quality of Work-Life & Family Friendly Policies in place to recruit and retain the brightest and dedicated women and men in the NWS – this is one article that could easily benefit both employees and management. Sadly, there were no agreements.
- NWSEO proposed having childcare subsidized for our lower paid employees through an existing program and management was unwilling to bind the department based on agreements made at the bargaining table.
- NWSEO proposed a work-life strategy for offices experiencing high vacancy rates, which was again not approved by management.
- Management proposed several objectionable proposals in their discipline article, including:
 - Refusing to explicitly state why an employee would be disciplined for off-duty behavior
 - Letters of warnings and cautions are non-grievable
 - Furloughs as a form of discipline article
 - Adding a new form of discipline to the contract: indefinite and unpaid suspensions for employees under investigation for misconduct

(October 12, 2017) - Negotiations for the new NWS-NWSEO Collective Bargaining Agreement (CBA) continued in St. Petersburg, FL during a two-week session held September 25 through October 6, 2017. Management and the Union (hereafter, the “Parties”) discussed a NWSEO proposed new Article 9, Quality of Work-Life & Family Friendly Policies; Article 12, Discipline; and just touched upon articles concerning Changes and Amendments to the Agreement and Duration and Terms of the Agreement.

As in far too many other past CBA negotiations, there was very limited progress, little cooperation, and disrespect at the negotiation table. This session was filled with rudeness, bullying, name calling and frequent talking over and interrupting of people as they tried to speak. Most of these antics were initiated by the NWS Chief negotiator who at one point, called a Union officer a “slob”. At one point an NWSEO negotiator told the NWS Chief

Negotiator that his behavior is beneath the position he holds and he needs to grow up. The NWSEO has tried four (4) different Chief negotiators to get the NWS Chief negotiator to work in a professional and respectful manner to resolve differences in each other's proposals, and find common ground to successfully create and ratify a new CBA. NWSEO calls upon the NWS Chief negotiator for his cooperation.

There were short periods of calmness, which led to a "professional working relationship" and constructive dialogue, but these were very rare.

NWSEO Proposed New Article 9, Quality of Work-Life & Family Friendly Policies

Most of the discussions held during week 1 centered around debating and answering questions with regards to this new NWSEO proposal, but there was no tangible progress made. Not surprisingly and consistent with the poor Quality of Work-Life scores on the Organizational Health Index (OHI) survey, the management team was either unwilling or unable to embrace any of the Quality Work-Life initiatives NWSEO presented in our Article 9. If you all recall, McKinsey and Company sent out a voluntary OHI survey to measure key outcomes and practices that drive organizational performance. Over 1,700 NWS employees responded, and the results were compared against other similar organizations both inside and outside the public sector. NWSEO attempted to address the recommendations which came out of the survey in this Article, but no agreements were reached.

It was management's contention that there may not be a need for this new Article 9 in the new Collective Bargaining Agreement (CBA). Management's counterproposal was just to insert wording into Article 1 that would state that the Parties (NWSEO and Management) agree a family friendly workplace with high quality work-life is a priority and is a necessity for success as an agency, but offered no specifics on how this would be accomplished.

Both Management and NWSEO suggested that eventually we could develop some type of index within the CBA that people could use identify Work-Life issues embedded within its various Articles. The NWSEO CBA representatives insisted Quality of Work-Life & Family Friendly Policies warranted its own Article, was important to our membership, and should be an Article both Management and the Union embrace based on the poor OHI scores.

NWSEO offered a proposal to subsidizing childcare for lower paid NWS bargaining unit employees. It is a program that could benefit NWS in the long term by improving quality of work-life and employee retention. The Chief Negotiator checked out the program and saw benefits to it but was unwilling to bind the department based on agreements made at the bargaining table. Do we have the right people negotiating on behalf of the NWS?

NWSEO also provided a proposal for offices with to get relief when vacancy rates are 10% or greater. This proposal allows for priority lateral transfers with permanent change in station costs paid and if needed voluntary temporary duty for employees to work at those offices. This proposal offers relief to offices suffering from high vacancy rates, extended mandatory overtime, disapproved leave requests, and long strings of shifts – potentially leading to work-life imbalance.

During the short periods of rational discussion during this session, NWSEO did listen earnestly to the management team's feedback on our proposed Article 9, and responded with four different counterproposals to our original proposal. Above all, NWSEO envisions a safe, healthy, and productive workplace that helps create an atmosphere where employees are treated fairly and equitably, respect one another, work together and has the Quality of Quality of Work-Life & Family Friendly Policies in place to recruit and retain the brightest and dedicated women and men in the NWS.

No tentative agreements reached.

Article 12, Discipline

At the end of week-1 and through much of week-2, the Parties discussed Article 12. There was plenty of debate over the NWSEO proposal, with an extensive question and answer session. NWSEO feels that discipline should be a method of last resort, as there are other avenues at Management's disposal such as counseling and Alternative Dispute Resolution (ADR). One of our proposals that spurned spirited debate was new language we are proposing which reads: ***An employee's off-duty conduct shall not result in disciplinary action, unless a nexus can be shown between the employee's off-duty conduct and the efficiency of the service. Any proposed action for off-duty conduct will contain a statement of the nexus between the off-duty conduct and the efficiency of the service.*** While management agreed there needs to be a nexus (defined as a connection or series of connections linking two or more events) shown prior to any proposed disciplinary action, they refused to agree to provide "a statement" to show there is indeed a nexus needed. NWSEO pointed out that our language came directly from law but again, no agreements were reached.

Both parties examined management's proposed Discipline article, with lots of questions and answers discussed. NWSEO pointed out that management had multiple definitions of "non-disciplinary counseling". Management then sent a Counter proposal: ***Non-Disciplinary Counseling: counseling by a manager of an employee concerning the employee's behavior which may include a warning or caution. It may be oral or in writing. It may also be called a warning or caution, and it is not reflected in the employee's official personnel folder, is not a disciplinary action and is not subject to being grieved under the Grievance Article.*** NWSEO was immediately taken aback, since this counterproposal would waive employees' rights to grieve a letter of warning / caution,

or the right to grieve non-disciplinary counseling. NWSEO insists the Union/Employee should be allowed to grieve a letter of warning or letter of caution. NWS management also included “furlough” language in their proposal which NWSEO strongly objects to since the Article is the Discipline Article, not a Furlough Article. Management also proposed new language suspending employees’ indefinitely pending investigation of misconduct. The employee is guilty until proven innocent. NWSEO does not support “indefinite suspensions.”

There was another long discussion centered around “local folders or files” outside of an employee’s official personnel folder (OPF) being kept by management on employees, especially those who are given a letter of warning or letter of caution. NWSEO asked, what are these files, and are there standards or policy within the NWS as to what can be placed in a “local file”? NWSEO insisted that any letter of warning or letter of caution should have a time limit, and eventually expunged from an employee’s record. Also upon request, employees should have the right to view their own unofficial folders including managers’ files pertaining to the employee.

Lots of counterproposals on Article 12 were offered, but again, no tentative agreements were achieved.

The final discussions of the session focused on NWSEO Article 44 (Amendments to the Agreement), which is Article 28 in the current (2001) CBA. The NWS is proposing to remove this Article, and instead placed language in their Article 29, entitled Duration and Terms of Agreement. Discussions eventually included discussions of other articles; NWSEO’s Article 8, Labor-Management Relations, and NWS’ New Article 9, Mid-Term Bargaining. No tentative agreements were made, and discussions will continue at the next negotiation session, scheduled for October 16-27 in Silver Spring, MD.

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. Nathan Becker, PhD, NWSEO Pacific Region Vice Chair and Branch Steward, Oceanographer, Pacific Tsunami Warning Center, Honolulu (Pearl Harbor), HI
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. Mike Vecchio, Meteorologist in Charge, WFO Pendleton, OR (Absent Week 1)
4. 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. Thank you for your continued 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**