



The Four Winds

National Weather Service Employees Organization

NWSEO Contract Connect

Highlights

- Little progress to report during this negotiating session.
- NWSEO proposes to expand the use of flexible work schedules to include shift workers through the Local Office Team (LOT) process.
- NWSEO proposes to allow for fixed start shifts in addition to rotating shifts to support 24/7 operations.
- Management proposes effectively eliminating fixed schedules
- Management proposes that rotating shift workers not be allowed to even consider a flexible work schedule

(December 27, 2017) Negotiations for the new NWS-NWSEO Collective Bargaining Agreement (CBA) continued in St. Petersburg, FL during a two-week session December 12th through December 23rd, 2017. The session started with six NWSEO representatives and five Management representatives during week one. By week 2, the number of Management representatives was down to just three, while the NWSEO contingent of six negotiators continued. Parts of Articles 19 and 20, along with an article on Duration and Terms of the Agreement, were discussed during this session.

Article 19 – Leave

The parties continued previously tabled discussions on the “Court Leave” section of Article 19, which included a lengthy discussion regarding when an employee is called to be part of a grand jury.

The NWSEO presented two counter proposals to Management, with each following a recent arbitration ruling in favor of NWSEO and an existing Memorandum of Understanding (MOU) signed by NWS Management and NWSEO regarding court leave.

One of NWSEO’s counter proposals stated, “Court leave will be granted in accordance with applicable laws and regulations. An employee eligible for court leave shall be granted court leave to serve on a jury, the entire period of service, extending from the date on which he/she is required to report to the time of discharge by the court. If an employee is on annual leave when called for jury duty, court leave should be substituted. A rotating shift worker who performs jury service during the day is eligible for court leave for his/her regularly scheduled tour of duty. Employees granted Court leave for jury service are entitled to the same compensation they would otherwise have received, including premium pay, overtime, and night differential.

Employees whose regular tour of duty includes Saturdays, Sundays, or both, and who serve on a jury during the week may be granted court leave and be paid premium pay for the weekend days which are a part of their regular tour of duty.”

Additional discussions continued during the session with management demanding they need 14 days to approve leave and the NWSEO arguing that current technology allows for a faster turnaround. At one point management argued, what if the scheduler is working mids, to which the union responded the MIC could text, email or pick up the phone at midnight and call them.

After reviewing the NWSEO counters, the NWS Chief Negotiator tabled further discussions until he could consult with NWS General Counsel.

Duration and Terms of the Agreement (NWS Article 29 / NWSEO Article 45)

Management made a counter proposal on one section of the Article which NWSEO tentatively accepted: ***“This Agreement shall be in full force and effect for a period of three (3) years from its effective date. It shall be renewed from year to year thereafter unless written notice of a desire to terminate, renegotiate or amend the Agreement or any part thereof is served by either one party upon to the Agreement on the other party to the Agreement between the 60th day and the 105th day prior to the expiration date.”***

No other tentative agreements were reached concerning this Article.

Article 20 – Work Schedules of Shift Workers (NWSEO) / Work Schedules of Rotating Shift Workers (NWS)

The bulk of this session was spent discussing Article 20. The NWSEO proposal used some of the recommendations from a NWS Shift Work Team to allow more flexibility in local office work schedules. The NWSEO Article 20 is for SHIFT WORKERS and allows shifts and work schedules to be decided by each Local Office Team (LOT) since offices have different needs. A shift worker is defined in part as “a bargaining unit employee assigned to an operational office/unit which operates more than five (5) days per week and twelve (12) hours per day.”

The NWSEO Article 20 proposal allows for the LOT to choose from a variety of different work schedules such as: Alternate Work Schedules (AWS) with no restrictions, including Compressed Work Schedules (CWS), flexible schedules (i.e. maxi-flex), and allows for schedules that do not rotate (fixed start shifts) based on an annual bid by seniority. It is important to note that this flexibility NWSEO is trying to provide may not work at every office and in our proposal the standard is still rotating shift work, but we are trying to provide local offices with flexibility on scheduling to improve working conditions, health of employees and work-life balance. This idea for flexible work schedules would apply to operational positions and to those positions which support operations.

The NWS' initial proposed Article 20 largely kept the current framework for Article 20, but made several anti-employee changes. Some of the changes include; for the leave planning schedule management decides how many shifts, start times, etc. as opposed to it being negotiable through the LOT as it currently is; AWSs can be temporarily canceled and the cancelations may be extended indefinitely; and strictly prohibiting flexible work schedules for rotating shift workers. When NWSEO asked if anyone in Management works a flexible work schedule, management at the table self-confessed; yes, some in management do. When NWSEO pressed further as to why won't management allow a flexible work schedule for rotating shift schedules, management simply said they did not propose something they believe will not work, and said that the NWS will entertain flexible work schedules for non-rotating shift workers, but not for rotating shift workers.

Following some contentious discussions, Management provided several counter proposals which further limited the use of flexible schedules and gave Management the ability to change fixed schedules. Their proposal, the purpose of which they claimed was to enhance employees' work life would allow management to change your shift in the fixed schedule as long as they gave you 48 hours' notice. In another proposal they stated that your shift could be moved on the fixed schedule "in order to accommodate fair weather" with no notice. In other words after finishing a mid and sleeping all day the MIC could call you at 11:30 pm and tell you the weather looks "fair" and to come in at 8 am instead, oh but we still need you to work your mid the next night. It was only after NWSEO provided intense scrutiny of these counter proposals that the NWS Chief Negotiator admitted that he needed to further examine the NWS proposals and recessed until the next scheduled negotiating session but management did not withdraw their proposals that would essentially end fixing the work schedule that is still management's official position. The parties did agree that both sides would jointly review the NWS Shift Work Team recommendations during the next session to try and work on areas where we can agree to allow more flexibility with scheduling.

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, NCEP/Aviation Weather Center, Kansas City, MO
3. Robert Ruehl, NWSEO Western Region Vice Chair, Observation Program Leader, WFO Eureka, CA
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. Suzanne Sims, NWSEO Western Region Chair, Senior Meteorologist, WFO Monterey, CA.

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. David Murray, NWS Labor-Management Relations (LMR) Liaison, Silver Spring, MD
4. Mike Vescio, Meteorologist in Charge, WFO Pendleton, OR (Absent Week 2)
5. Sally Pavlow Johnson, Meteorologist in Charge, WFO St. Louis, MO (Absent Week 2)

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. The next CBA negotiation is scheduled from January 8-19, 2018 at NWS Headquarters in Silver Spring, MD.

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 wishes all its members and NWS employees Happy Holidays and Happy New Year!

-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.