



The Four Winds

National Weather Service Employees Organization

CONTRACT CONNECT

Highlights

- NWS and NWSEO discuss Article 13 - Performance Appraisals and Within Grade Increases (WGI)
- NWSEO Accepted NWS proposed language within Article 13 **18 times** while NWS Management accepted language proposed by NWSEO **only 1 time**
- NWSEO rejected an NWS Counter to Article 20 in which they proposed **zero (0) for shift staffing requirements**
- NWSEO claims by proposing **zero (0)** in the Staffing Requirement, the NWS can use this to not fill shifts and/or part time or close offices
- NWS and NWSEO discussed new Article 43, Furloughs, with little progress.

(August 15, 2018) Negotiations for the new NWS-NWSEO Collective Bargaining Agreement (CBA) continued in Saint Petersburg, Florida, during a two-week session July 30th through August 10th, 2018.

The session started on a bad note. After making decent progress on developing working alternatives for rotational shift workers at our previous session, management emailed the NWSEO another regressive addition to their proposal. The NWS added the words: ***“NWS retains the right not to bargain over proposals which are non-negotiable and/or which cover permissive subjects of bargaining such as the numbers, types, and grades of employees assigned to a shift, work project, or tour of duty, or the technology, method or means of performing work. NWS management representatives are to consult with their assigned management labor-relations specialist or the designated management senior advisor for Labor on any questions they have regarding a duty to bargain.”*** This is not only another in a series of regressive proposals (NWSEO filed an [Unfair Labor Charge](#) against the agency last month over regressive bargaining), their proposal is not negotiable. The chief negotiator for the agency is an attorney who must know that proposal was regressive and not negotiable so therefore we can only conclude it is another stall tactic being employed by the agency.

At the table again, very little progress was made during this session, with only one Tentative Agreement signed by the Parties related to Fixing of the Work Schedule:

“Tours of duty for the upcoming pay period will be scheduled during the first week of the current pay period. The work schedule will be fixed on the first Saturday of the current pay period but is subject to change in accordance with the provisions of 5 (United States Code) USC 6101(a)(3)(A). If a Supervisor determines that an employee’s fixed schedule requires a change, due to operational needs, the employee will:

- A. receive premium pay as required by law; or*
- B. with Supervisor approval, adjust their days off within the same pay period.”*

Discussions began with Management sending a counter proposal to its Article 20, Work Schedules of Rotating Shift Workers. The NWS changed their original proposal from – “Management will provide the work requirements, including staffing requirements (e.g., number of employees [1, 2, 3, etc.] to be assigned to a shift, start times, etc.) to the Union Steward” to “Management will provide the work requirements, including staffing requirements (e.g., number of employees [0, 1, 2, 3, etc.] to be assigned to a shift, start times, etc.) to the Union Steward.” The NWSEO negotiation Team aggressively pushed back on yet another “regressive” proposal from Management. With Management now adding “0” to the number of employees to be assigned a shift it appears to be, as the NWS Chief Negotiator terms it, “trickeration”, as it comes across as yet another ploy from Management to either not fill vacancies, vacate shifts, create part-time offices or even close offices.

The rest of first week and the beginning of the second week was spent on Article 13 titled – “Performance Management” (Management) / “Performance Appraisals and Within Grade Increases” (NWSEO). The Parties were able to agree on several key Definitions spelled out in the Article.

The NWSEO negotiation team has made great effort to move its proposals closer to Management’s on Article 13. Management is proposing bargaining unit employees be evaluated under a 5-tier performance system, while the NWSEO initially proposed what is currently happening at every NWS office for bargaining unit employees which is a 2-tier performance system. In an effort to move closer to an agreement on this Article, NWSEO reluctantly countered our own proposal to also propose a 5-tier performance system for bargaining unit employees. During week 1, the NWS Chief Negotiator said, “looking at both our Article 13 (proposals), there are sections that have the same language. Maybe we should start with that and see where we can agree”. The NWSEO Negotiation Team agreed with the NWS Chief negotiator and wanted to work with Management and compare the two proposals. Then suddenly without any warning, the NWS Chief negotiator refused to work with NWSEO, even to a point where he refused to answer any of the NWSEO clarifying questions with regards to the NWS proposals, and even went so far as to not let the rest of the Management team be directly address or be addressed by the NWSEO. This behavior and unwillingness to work with NWSEO set the tone for a nearly 8-hour unproductive day during week 1. After extensive intervention from a representative from the Federal Mediation and Conciliation Service (FMCS), the NWS Chief negotiator attempted to work with NWSEO

to craft language that might be agreeable to both sides. One significant sticking point was the Union's proposal to have an employee and their Manager work together to jointly develop the employee's performance plan. The Union requested that employees be given specific recommendations on ways to improve his/her rating level to the highest possible level, so employees would know what was required to achieve higher performance ratings. Management refused to do so. NWSEO believes the rating system should allow for a more objective rating of employees and that Management should strive to assist all their employees in achieving a level 4 or 5 rating.

By the time Management tabled Article 13, NWSEO had moved closer to Management and accepted Management's proposed language 18 times throughout subsections of Article 13, while Management only moved toward NWSEO and accepted NWSEO language only once. You decide who's trying to reach agreement on a new Collective Bargaining Agreement.

The final Article discussed at the negotiation table concerned a new NWSEO proposed article on Furloughs, Article 43. After initially not having this proposed Article, Management did propose its version of the Article and several counter proposals made by both Parties. The Parties had similar language in a few sections; however, there were no agreements reached. Perhaps the two Parties can take up and discuss this Article further at the next negotiation session, scheduled for August 20th – August 31st, 2018 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. John Werner, NWSEO Southern Region Chair, Lead Forecaster, WFO Mobile, AL.
3. David Solano, NWSEO Secretary/Treasurer and Eastern Region Chair, Senior Hydro-Meteorologist, Middle Atlantic River Forecast Center, State College, PA.
4. Mike Dion, NWSEO Headquarters Region Chair, Digital and Graphical Information Support Branch, NWS Headquarters, Silver Spring, MD.
5. JoAnn Becker, NWSEO NCEP Region Chair, Senior Aviation Meteorologist, NCEP/ Lead Forecaster, Aviation Weather Center, Kansas City, MO.
6. DeLyne Kirkham, Hydrometeorological Technician (HMT), Western Region, Persons with Disabilities Special Emphasis Program Manager, WFO Elko, NV. (week 1)
7. Christopher Jacobson, NWSEO Pacific Region Chair, Senior Meteorologist, WFO Honolulu, HI. (week 2)

The Agency/NWS Negotiation Team for this session included:

1. Kenneth Brown, J.D., NOAA Attorney, National Weather Service Chief Negotiator.
2. Sam Albanese, Meteorologist in Charge, WFO Anchorage, AK (week 1 only).
3. Mike Vescio, Meteorologist in Charge, WFO Pendleton, OR.

4. David Murray, NWS Labor-Management Relations (LMR) Liaison, Silver Spring, MD.
5. Ken Harding, Deputy Director (current acting Director), NWS Central Region Headquarters, Kansas City, MO (week 2 only).

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.

-NWSEO-

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No one works harder for National Weather Service Employees than National Weather Service Employees

We are NWSEO