



The Four Winds

National Weather Service Employees Organization

CONTRACT CONNECT

Highlights

- NWS and NWSEO reach tentative Agreement on Article 15 – Reduction-in-Force, Transfers of Function and Reorganization
- Some Progress Made on Article 38 (NWS – Dues Withholding / NWSEO – Dues Allotments)
- NWSEO Chief Negotiator Demands NWS Chief Negotiator pull all NWS Counter Proposals Based on Executive Orders.
- Article 31 – Awards and Article 39 – Titled Employee Relocation/NWS and Moving Expenses/NWSEO also Discussed

(September 5, 2018) Negotiations for the new NWS-NWSEO Collective Bargaining Agreement (CBA) continued in Silver Spring, Maryland at National Weather Service Headquarters during a two-week session August 20th through August 31st, 2018.

The first week of negotiations were the most productive days at the negotiation table in a long, long time, maybe ever, and reflect how contract negotiations are supposed to be conducted. NWSEO and NWS Management (the “Parties”) discussed Article 15 – Reduction-in-Force, Transfers of Function and Reorganization, and Article 38 NWS – Dues Withholding and NWSEO – Dues Allotments. With regards to Article 15, the Parties worked well together to craft language that was agreeable to both sides. There was some give and take from each Party and through compromise, an entire Article was approved; the third complete Article which the Parties have tentatively agreed to in 16 months of CBA negotiations. If there ever is a Reduction in Force (RIF), the agreed upon language retains the current six competitive areas (Eastern, Southern, Central, Western, Pacific and Alaska) regions. The NWS will solicit and consider Union input when planning a potential RIF. Finally, Management agreed to notify the Union **and bargain over** the final decisions that have been made to conduct a RIF, transfer of function, or a reorganization which would affect bargaining unit (BU) employees.

With regards to Article 38, Dues Withholding/Dues Allotments, some very good progress was made. Through consensus, the Parties came to tentative agreement on four sections within Article 38.

One important sticking point however centered around what responsibility, if any, the NWS should have with regards to ensuring NWSEO dues are collected properly and that the NWS works to notify NWSEO when the status of a BU employee's dues deduction changes for any reason. The NWS' position is they have no responsibility whatsoever since the NWS does not collect Union dues and that dues processing is handled by a third party (DOC Enterprise Services). NWSEO is concerned that an absence of responsibility does not give us any recourse to contest any errors in dues withholding. Who would the Union grieve if the NWS takes no responsibility and the new contract is with the NWS? NWSEO pointed out to Management, that while there is a third party involved, Government Statute 5 USC 7115 says: "*(a) If an agency has received from an employee in an appropriate unit a written assignment which authorizes the agency to deduct from the pay of the employee amounts for the payment of regular and periodic dues of the exclusive representative of the unit, the agency shall honor the assignment and make an appropriate allotment pursuant to the assignment. Any such allotment shall be made at no cost to the exclusive representative or the employee.*" Based on this, the Agency does bear responsibility. In the end, both Parties understood each other's position, and agreed to disagree and tabled further discussions on this Article at this time.

Early during week two of CBA negotiations, NWSEO, along with a coalition of 12 other Federal employee unions, obtained an injunction from the U.S. District Court for the District of Columbia prohibiting any enforcement of key provisions of three Executive Orders issued in May by President Trump curtailing Federal employee collective bargaining rights. Among the provisions declared illegal were prohibitions on the use of Official Time by Union representatives for filing grievances, lobbying to improve working conditions, and provisions limiting the overall amount of Official Time that could be negotiated. Exclusions to the negotiated grievance procedure and arbitration procedure involving employee removals, challenges to performance ratings, and complaints about performance awards were declared illegal as well. Shortly thereafter, a message from the Office of Personnel Management (OPM) was sent ordering Agencies to comply with the Court Order.

When the Executive Orders were issued, several NWS counter proposals presented to the Union were based on specific provisions of the Executive Orders, including placing prohibitions on the use of official time by Union representatives for filing grievances, lobbying to improve working conditions, and severely restricting Management from partnering with NWSEO on issues prior to official bargaining called pre-decisional involvement (PDI). After the injunction was issued and OPM ordered Agencies to not implement the provisions of the Executive Orders, the NWSEO Chief Negotiator demanded all NWS Contract proposals based on the Executive Orders be immediately withdrawn. The NWS Chief Negotiator declined to withdraw their illegal proposals at the bargaining table. The NWSEO is considering filing Contempt of Court Charges against the NWS.

Discussions then shifted to Article 31, Awards. Current practice is to set aside one and one-half percent (1.5%) of the total annual BU salaries for BU employee awards. The NWS proposes to change this under their proposed Five-Tier performance management system to give the NWS Assistant Administrator **sole discretion** to establish award funding levels and create a pool of award money based on a “fixed percentage” of the aggregate salary of bargaining unit employees. NWSEO insisted that Management provide transparency and provide NWSEO the total amount of award money budgeted each year. NWSEO also wants to maintain its right to negotiate the impacts of any changes to the amount budgeted each year. When asked, how much was currently budgeted for awards in FY18, Management refused to provide the information. Both Parties provided several counters and worked closely to resolve their differences but were unable to reach an agreement. Article 31 was then tabled until a later session.

Finally, the Parties discussed Article 39, titled Moving Expenses (NWSEO) and Employee Relocation (Management). Management’s proposal is that they may pay Relocation and Permanent Change in Duty Station (PCS) expenses associated with employee moves. The Union’s position is to maintain the status quo, where the Agency pays those expenses. NWSEO pointed out that if the Agency no longer wants to pay PCS costs, and instead passes that burden on to employees to pay for their relocation/PCS expenses, this would be unfair. This NWS proposal could lead to only employees who can afford to move themselves being able to apply for promotions at other locations. On the other hand, those who cannot afford to move themselves, will have little or no chance to apply for promotions at other offices. NWSEO said, the NWS should be focused on getting the most qualified person to fill jobs. Management respected the Union’s position and concerns and pledged to take another look at their proposal and continue discussions at the next CBA negotiation session, scheduled for September 10th, 2018 - September 21st, 2018 in the Tampa/St. Petersburg, FL area.

The NWSEO Negotiation Team for this session included:

1. Dan Sobien, NWSEO President & Chief Negotiator, Meteorologist, Tampa Bay Area, WFO (Ruskin), FL.
2. David Solano, NWSEO Secretary/Treasurer and Eastern Region Chair, Senior Hydro-Meteorologist, Middle Atlantic River Forecast Center, State College, PA.
3. Mike Dion, NWSEO Headquarters Region Chair, Digital and Graphical Information Support Branch, NWS Headquarters, Silver Spring, MD.
4. JoAnn Becker, NWSEO NCEP Region Chair, Senior Aviation Meteorologist, NCEP/ Lead Forecaster, Aviation Weather Center, Kansas City, MO.
5. Delyne Kirkham, Hydrometeorological Technician (HMT), Western Region, Persons with Disabilities Special Emphasis Program Manager, WFO Elko, NV. (Week 1 only).
6. John Werner, NWSEO Southern Region Chair, Lead Forecaster, WFO Mobile, AL (Week 2 only).
7. Suranjana (“Suru”) Saha, Ph.D., NCEP Vice Chair, Physical Scientist, Modeling and Data Assimilation Branch, College Park, MD (Week 1 only).

8. Mike Gerber, Acting NWSEO Steward, Office of Dissemination, NWS Headquarters, Silver Spring, MD (Week 2; 8/29/18 only).

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 2 only).
3. Mike Vescio, Meteorologist in Charge, WFO Pendleton, OR.
4. David Murray, NWS Labor-Management Relations (LMR) Liaison, Silver Spring, MD.
5. Richard Okulski, Meteorologist in Charge, WFO Columbia, SC.

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-

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.