



# The Four Winds

National Weather Service Employees Organization

## Contract Connect

### Highlights

- Any momentum gained during productive negotiations during the prior session quickly lost.
- Minimal progress made during this session, with Articles 14, 16, 33, 34 and 37 discussed.
- Article 14, Merit Assignment..., was opened but tabled before all sections were discussed.
- NWS Chief Negotiator initially balks at following a negotiated settlement agreement regarding tentative agreements made during negotiations, then backs off.
- New Union negotiators offer a “fresh perspective” at the table.

(September 26, 2018) Negotiations for the new NWS-NWSEO Collective Bargaining Agreement (CBA) continued in St. Petersburg, Florida during a two-week session September 10<sup>th</sup> through September 21<sup>st</sup>, 2018. Heading into this session, the Union was very hopeful that the momentum gained during the previous session in Silver Spring would continue. Sadly, that did not happen, and it was back to the unfortunate reality which has been the story of these negotiations; namely arguments, distrust and minimal progress being made.

All of the first week, and most of the second week of this session, were spent discussing Article 14 (Merit Assignment and Placement Plan (NWSEO) / Merit Assignment Program (NWS)). After much discussion, the Parties did agree to some subparts of sections, but were unable to reach agreement on any section of this article. Discussions became especially contentious when the NWSEO chief negotiator had to reopen a tentatively agreed to subpart of Article 14, Section 1 to address an inconsistency created when a temporary agreement was reached on another sub-part within the Article. Reopening a tentative agreement within an Article which has not been agreed to in its entirety is perfectly allowable per a settlement agreement to the ground rules negotiated by the Federal Service Impasse Panel (FSIP) concerning tentative agreements which was agreed to by the NWSEO and the Department of Commerce (DOC). The NWS chief negotiator vehemently objected to this, saying incorrectly that the Union has done this on multiple occasions, and claimed the settlement agreement does not unilaterally allow either Party to “rescind” a tentative agreement, even though he signed the aforementioned agreement for the Agency, and claimed that the agreement was “bad lawyering”! The settlement agreement says in part, “An article is not complete until all sections comprising it are tentatively agreed to and the Parties confirm, by signing and dating the article, that negotiations on that article have been completed.”

Once the Parties have tentatively agreed to an entire section, the two chief negotiators initial a hard copy of the section, and once all sections within an article are tentatively agreed to, the article is considered "signed". Until that occurs, agreements within an article are just as it describes – "tentative."

The NWS chief negotiator also implied that by reopening this tentative agreement that the NWSEO intended to waste time and reopen ALL temporary agreements made during CBA negotiations, which is something the NWSEO chief negotiator never said, nor ever intended to do. The NWSEO Chief Negotiator decided to invoke a ground rule which states that disagreements in interpretation will be taken to arbitration and stated that he would no longer sign any tentative agreements for the NWSEO until the issue is decided by an arbitrator. The NWS chief negotiator stated he would consult with DOC Labor Attorneys on the matter. After his consultation, which the NWSEO assumes was with the aforementioned DOC Labor Attorneys, he realized his interpretation was inaccurate, and agreed to abide by the NWSEO's interpretation of the agreement.

After Article 14 was tabled by the NWS chief negotiator without going through the entirety of the Parties' proposals, some additional articles were discussed. No progress was made on Article 16 on Details/Temporary Promotions, as the NWS' proposal that they could rotate employees through positions for just one pay period at a time so as to avoid giving a temporary promotion, as well as assigning additional duties to employees without temporarily promoting them, are non-starters. NWSEO prefers to keep things as they are now. Slight progress was made on Article 33, Position Descriptions, with the main hang up being procedures for reclassification of positions due to the addition of substantive new and higher-graded duties and responsibilities (referred to as an accretion of duty promotion). Slight progress was also made on Article 34 on Official Personnel Folders (NWSEO) / Official Records (NWS), with one of the main issues discussed was access to Official Personnel Folders for those on extended leave (military, military deployment or maternity leave) where login to their electronic Official Personnel Folders was not possible due to lack of access to a government computer. Discussions were productive, but no agreements could be reached. The session ended with discussions on Article 37 on Drug/Alcohol Testing Plan (NWSEO) / Drug-Testing Plan (NWS). Interestingly, the NWS' original proposed Article 37 stated that the Agency was examining reinstating a drug testing program and would negotiate with the NWSEO if this occurs, while the NWSEO proposal went with language primarily from the existing CBA. But once the article was opened, NWS quickly called a caucus and decided to go through some of the Union's proposal and started to accept some of our initial sections while proceeding to compose a completely different Article 37 proposal. When asked if the NWS was proposing that they not abide by an injunction prohibiting random drug testing of NWSEO members, the NWS Chief Negotiator was vague and non-committal.

A series of counter proposals on Article 37 were sent to the NWSEO for consideration, and discussions will resume during the next negotiation session, a one-week session scheduled for October 15<sup>th</sup> through 19<sup>th</sup> at NWS Headquarters in Silver Spring, Maryland, the second to last face to face negotiations currently scheduled. After a one-week session in Florida in November, negotiations are scheduled to shift to telephone/online.

For the past two negotiation sessions, the NWSEO has brought in two different negotiators to offer a “fresh perspective” at the bargaining table. Suranjana (“Suru”) Saha, the NWSEO NCEP Regional Vice Chair and Environmental Modeling Center Branch Steward and Mike Gerber, acting NWSEO steward of the Office of Dissemination at NWS Headquarters, participated during portions of the August negotiating session in Silver Spring. Lauren Nash, lead forecaster at WFO Tallahassee, FL, participated during week 1 of this session, while Karleisa Rogacheski, Meteorologist at WFO Eureka, CA, participated during this entire session. These four members quickly caught on and made insightful and valuable contributions during negotiations while sharing their experiences and fresh ideas.

The NWSEO Negotiation Team for this session included:

1. Dan Sobien, NWSEO President & Chief Negotiator, Meteorologist, Tampa Bay Area, WFO (Ruskin), FL.
2. Mike Dion, NWSEO Headquarters Region Chair, Digital and Graphical Information Support Branch, NWS Headquarters, Silver Spring, MD.
3. JoAnn Becker, NWSEO NCEP Region Chair, Senior Aviation Meteorologist, NCEP/ Lead Forecaster, Aviation Weather Center, Kansas City, MO.
4. DeLyne Kirkham, Hydrometeorological Technician (HMT), Western Region, Persons with Disabilities Special Emphasis Program Manager, WFO Elko, NV.
5. Karleisa Rogacheski, Meteorologist, WFO Eureka, CA.
6. Lauren Nash, Lead Forecaster, WFO Tallahassee, FL (Week 1 only).
7. Chris Jacobson, NWSEO Pacific Region Chair, Lead Forecaster, WFO Honolulu, HI (Week 2 only).

The Agency/NWS Negotiation Team for this session included:

1. Kenneth Brown, J.D., NOAA Attorney, National Weather Service Chief Negotiator.
2. Mike Vescio, Meteorologist in Charge, WFO Pendleton, OR.
3. David Murray, NWS Labor-Management Relations (LMR) Liaison, Silver Spring, MD.
4. Sally Pavlow Johnson, Meteorologist in Charge, WFO St. Louis, MO (Week 1 only).
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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National Weather Service employees.**

**No one works harder for National Weather Service employees than  
National Weather Service employees.  
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