



The Four Winds

National Weather Service Employees Organization

Contract Connect

Highlights

- **Last Day, Last Hour Bombshell Proposal from Senior Leadership:**
Third Party Relocation is no Longer Authorized
- Management Continues to Try and Negotiate Away from the Table via Email, a Violation of Statute
- NWSEO Tells Management - Contract Proposals by Email will not be Accepted and will not be Recognized
- Management and NWSEO **FINALLY** Agree to - "Who is Bound by the CBA" in Article 1

(October 24, 2018) Negotiations for the new NWS-NWSEO Collective Bargaining Agreement (CBA) continued in Silver Spring, Maryland during a one-week session October 15th through 19th, 2018. During this session, the Parties discussed Article 37 (Drug Testing Plan (NWS) – Drug and Alcohol Testing (NWSEO)), Article 27 (Miscellaneous) new NWSEO Article 29 (Retirement), and Article 39 (Moving Expenses/Employee Relocation).

The session began with a discussion with regards to the NWS Chief Negotiator sending the NWSEO Chief negotiator a revised Article 22 (Facilities) counter proposal via email in between negotiation sessions. NWSEO has pointed out to the NWS Chief Negotiator several times that NWSEO will not accept any proposals via email and will ONLY negotiate at the bargaining table. NWSEO cited 5 USC 7114 (b), which case law has interpreted several times to mean bargaining occurs face to face unless the parties agree otherwise. The NWS Chief Negotiator continues to try and force the Union to negotiate via email. The NWSEO believes that negotiating by email will be confusing and not allow the parties direct questioning and does not intend to set the precedent of allowing it. NWSEO asked the NWS Chief negotiator to withdraw Management's proposal; however, he refused, and essentially challenged the NWSEO to submit an Unfair Labor Practice (ULP) over the issue.

The Parties then moved to Article 37, Drug Testing. When this article was discussed at the prior negotiation session, much progress was made, and several sections were tentatively agreed to. However, this session, all momentum was lost, and little additional progress was made. One sticking point that both Parties did come to an understanding over was if an employee is ordered for testing, the employee will need to be in a duty status, though exact wording could not be agreed on.

During the course of negotiating this Article, the NWSEO Chief Negotiator raised a point that per the current CBA, NWSEO is to receive certain information on testing of bargaining unit (BU) employees per Article 37, Section 5(B) and (C) of the current (2001) CBA:

MONITORING OF THE DRUG TESTING PROGRAM

- B. *The agency will semi-annually provide the union with a written list of all labs engaged in drug testing. The list will include the lab name, address, telephone number and names of contact person for each lab. Should the agency change laboratories, NWSEO will be notified of such change.*
- C. *The agency will provide an annual written report to the union which will include the number of unit employees tested, and the types of tests, number of positive and negative test results and the number of false positives.*

NWSEO has not received such a report in over 10 years. To obtain the information needed, NWSEO sent the NWS Chief Negotiator information request as per 5 USC 7114 (b) 4. Specifically:

“In order to have a full understanding of the problem and to develop counterproposals to alleviate any adverse impact to bargaining unit employees; the NWSEO requests:

- 1) *The current list of all labs engaged in drug testing. The list will include the lab name, address, telephone number and names of contact person for each lab.*
- 2) *For each year from 2001 to 2018, a report of number of unit employees tested for drugs or alcohol, and the types of tests, number of positive and negative test results and the number of false positives”.*

Once this request was sent, NWSEO tabled this Article and will revisit it at a later date.

The Parties then moved to Article 27. There were good discussions between the Parties. One section, which was eventually agreed to, centered around the use of pagers, cell phones or other means to contact BU employees not in a duty status. The Parties agreed that: *“Carrying and use of cell phones or other means of contact and notification by employees not in a duty or pay status shall be considered voluntary. This work will be compensated in accordance with Article 20 of this Agreement.”*

Another sticking point was over which BU employees are considered emergency/emergency essential employees. NWSEO pointed out that each NWS Region has different positions designated as emergency/emergency essential employees. For example, Southern Region defines Administrative Support Assistants (ASAs) as emergency and/emergency essential employees, while Western Region does not. This obviously creates inconsistency and confusion which the NWSEO proposals on this issue rectify, while still preserving Management discretion on the positions designated.

Management on the other hand, would not include language explaining who exactly is considered emergency/emergency essential employees as has been done in the past, and now propose giving individual supervisors the right to define who is emergency/emergency essential and who is not. NWSEO feels this would cause even more confusion and inconsistent designations across the NWS. For instance, an ASA in the Southern Region would be designated as an Emergency Essential Employee but if that same ASA were to transfer to a Western Region office, they will no longer be designated as an Emergency Essential Employee. So, in the Southern Region the ASA would be not furloughed and the Western Region, the ASA would be furloughed. No agreement was reached on this important issue, but on a positive note, there were several other sections within this article agreed to by the Parties.

Toward the end of the last day, discussion began on a new NWSEO Article 29, titled "Retirement" (NWS did not propose a retirement article). In the course of discussion, a longstanding disagreement between the Parties dating back to the start of negotiations 18 months ago was revisited; namely, who is bound by the terms of the CBA. In keeping with past and current CBAs, NWSEO answered, "Department of Commerce (DOC), the National Oceanic and Atmospheric Administration (NOAA), and the National Weather Service (NWS) are bound by the CBA". NWSEO then asked the NWS Chief Negotiator if Management agrees DOC, NOAA and NWS are bound by this CBA? The NWS Chief negotiator said, "No." NWSEO then caucused and reexamined NWS' most recent proposal from Article 1, Section 1 made in April of 2017 which says in part: *"The Department of Commerce (hereinafter "DOC") and the National Oceanic and Atmospheric Administration (hereinafter "NOAA") are bound by this Agreement in accordance with law"*. NWSEO decided to tentatively agree to the NWS Article 1, Section 1 proposal.

Prior to completing discussions on the NWSEO's Article 29 Retirement, Management surprisingly submitted a counter proposal to Article 39 (Moving Expenses/Employee Relocation) during the final hour of the final day of this session. The counter proposal is viewed by the NWSEO as a demoralizing "slap in the face" to NWS bargaining unit employees: **"The use of a third-party relocation services company to purchase an employee's home at the old duty station is not authorized."** NWSEO proceeded to grill the NWS negotiating team on why this counter proposal was made. NWSEO mentioned that the use of third party relocation services is often required for employees to be able to sell their home in those areas which have depressed real estate markets, and if employees know that this service will no longer be available, it will prevent many employees from bidding to move to get promoted or to gain new experiences at another office, further depleting an already limited talent pool. This service has been a past practice for many, many years, and proposing its removal continues a disturbing trend NWSEO has observed during these negotiations – ***the NWS proposes to take away many of the rights of its BU employees. Upon pointed questioning, the NWS Chief Negotiator admitted that this was not "his" proposal; rather, based upon discussions he has had with Senior Leadership, this language had to be added.*** NWSEO made it crystal clear to the NWS Negotiating Team that this proposal is very disheartening, unfair, and inhumane and the NWS is imposing yet another burden on the bargaining unit employees. Instead of adding another burden, the NWS should be leading the way and make an investment in their employees and get the most qualified person in the right position.

NWSEO asked the NWS Chief Negotiator if this proposed removal of Third-Party Relocation Service (PCS) for Bargaining Unit Employees would also apply to non-BU employees (Management). The NWS Chief Negotiator responded, “no one asked, and we don’t know”. Based on that response it is possible that non-BU employees will get authorizations for Third-Party Relocation Services and BU employees will not be authorized Third-Party Relocation Services. This is just another inconsistency in the treatment of employees of the NWS.

After 18 months of face to face negotiations, only one more face to face session is scheduled, November 5-9, 2018 in St. Petersburg, FL. Negotiations will then shift to remote means. NWSEO will continue to fight for the hard-earned rights of NWS BU employees and work to best position the NWS for the future.

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. David Solano, NWSEO Secretary/Treasurer and Eastern Region Chair, Senior Hydro-Meteorologist, Middle Atlantic River Forecast Center, State College, PA.
6. Suranjana (“Suru”) Saha, Ph.D., Physical Scientist, NCEP NWSEO Vice Chair and Steward of NCEP’s Environmental Modeling Center (EMC), EMC Modeling and Data Assimilation Branch, College Park, MD.

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.
5. Sam Albanese, Meteorologist in Charge, WFO Anchorage, AK.

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.