



The Four Winds

National Weather Service Employees Organization

Contract Connect

Highlights

- Management Recesses from CBA Negotiations early on Wednesday and nearly all of Thursday
- NWSEO Proposes Counters on Pay Discrepancies and Audits
- Management wants NWSEO to Waive Our Rights on How to Handle Leave
- Management wants NWSEO to Waive Our Rights to negotiate an Alternate Work Schedule (AWS) or Compressed Work Schedule (CWS) during a Staffing Shortage
- **“Best, Last, and Final Offer”**. Are these Management’s last words?
- Counter Proposals Exchanged for Articles 6, 12, 14, 19, 21, 27, 29, 42

(July 2, 2019) Negotiations for the new NWS-NWSEO Collective Bargaining Agreement (CBA) continued during a one-week remote session June 25th through June 27th, 2019. The GoToWebinar negotiations are extremely difficult and NWSEO still prefers face to face negotiations.

Away from the table, before negotiations started for the week, Management sent NWSEO the following Counter Proposal: **Management may temporarily suspend all AWS and CWS rights when emergency conditions or staffing shortages exist. The Union and the affected employees will be given as much notice as practical.**

Management is proposing that NWSEO waive our rights to negotiate an AWS or CWS during a staffing shortage. If Management’s proposal were to make it through negotiations and be implemented, Management could either purposefully or through poor planning, leave vacant shifts unfilled, artificially create an emergency based on staffing shortages and suspend every AWS and CWS. Management wants the sole right to suspend AWS and CWS without any negotiations. This is without doubt just another schedule busting proposal on behalf of Management

On the first day, the Parties had meaningful discussions and offered counter proposals to move closer to reaching agreement on Sections within several different Articles. Most of Management’s counters proposals were simply to add “covered by” language. “Covered by” refers to any matter pertaining to an Article which is not covered by this Agreement, which will be bargained in accordance with mid-term bargaining.

On the other hand, NWSEO's counter proposals were more substantive and were efforts that genuinely tried to move closer to Management and reach agreement. But as we all know, it takes two to tango. Often, when the counters were discussed, Management was uninterested and would ultimately say, "***This is our best, last, and final offer***" and would then ask to move on. A prime example of this is when NWSEO wanted to discuss the Pay Article. Since the pay fiasco from the government shutdown, NWSEO wanted to add guidance on pay discrepancies and audits. Management's Chief Negotiator did not want to address the pay issues whatsoever or this idea, since "they're familiar with the problems and were addressed at the last National Labor Council." NWSEO said they would work on yet another counter with regards to Pay, but Management was simply not interested, with closed minds and said again, "this was their last and final" offer. Is this truly negotiating? Or is this just a bullying tactic, "take it or leave it."

Despite the disingenuous negotiating tactics by the NWS Chief Negotiator, day one did provide some fruitful discussions with regards to employees carrying and using of cell phones when not in duty status. The NWS accepted NWSEO Article 27 Section 5, "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. Work performed as a result of cell phones or by other means of contact and notification activity shall be compensated in accordance with Article 20, of this Agreement."

The Parties then moved on to Article 19 (Leave), and NWSEO sent Management a counter proposal with regards to employee entitlement and leave with regards to Domestic Violence, Sexual Assault and Stalking. The NWSEO counter: "Consistent with United States Office of Personnel Management "Guidance for Agency-Specific Domestic Violence, Sexual Assault, and Stalking Policies" an eligible employee is entitled to up to 12 weeks of unpaid leave under FMLA if domestic violence, sexual assault or stalking results in a serious health condition for the employee that makes the employee unable to perform the essential functions of his or her position." Management refused to accept the Union's counter. Other topics, such as peak leave, sick leave, and weather and safety leave were also negotiated. One thing that stood out clearly was that Management wanted the Union to waive its rights on how leave was handled at a local level.

On both Wednesday and Thursday, very little progress was made at the table all due to the tactics of the NWS Chief Negotiator. During Wednesday, NWSEO offered Management Counter Proposals within Article 6 (Rights of the Union), Article 12 (Discipline) and Article 19 (Leave). Instead of discussing Articles, the NWS Chief Negotiator went off into a wild tantrum much of the morning discussing how NWSEO is unprepared, stalling discussions and negotiations. Eventually, there were discussions and Q & A sessions with regards to the Union's newest counter proposal within Article 12. It was then suggested by Management, that both parties take lunch and that the Union caucus and prepare counter proposals for Articles 17 and 19. The NWSEO Chief negotiator said, he liked the idea.

Despite regular updates from NWSEO during a caucus, the NWS Chief Negotiator abruptly recessed early claiming they did not receive any updates from the Union.

Thursday's negotiations started off well minus some technical difficulties which were eventually cleared up. Article 19 was the first topic that the teams touched on with the Union suggesting that Management had an error in their proposal. Although Management had addressed weather and safety leave, it was not accurately depicted in the rest of their Section. Management went ahead and made the suggested changes within the Article which brought both parties closer together. The NWSEO Chief Negotiator asked the NWS Chief Negotiator to circle back for just a moment to Article 19 one more time since there was one outstanding issue that needed to be worked out, which ultimately led to Thursday's demise. This triggered an angry response from Management's Chief Negotiator, and he busted out with that all NWSEO is here to do is point out misspellings and awkward language. This of course was false as the NWSEO Chief Negotiator pointed out all the counter proposals sent by the Union. Management ultimately apologized and then asked if NWSEO had come prepared to accept anything today. The NWSEO Chief Negotiator said, yes, especially since the Union had already accepted some of Management's language! Regardless of this answer, Management's Chief Negotiator decided to recess for the day claiming he needed to work on the Awards Article. Of course, he also finished up and said, in regard to the rest of the contract, they have provided their best and final offers to NWSEO. NWSEO on the other hand feels there is still plenty of room for both Parties to compromise and is committed to providing counter proposals to Management and come to an Agreement.

Management promised to send NWSEO changes to the Awards and Drug testing Articles between now and the last week of July via email which is contrary to ground rules agreed to by both Parties. NWSEO looks forward to continuing to work with Management through consensus and calls upon Management to have an open mind and discuss and work together with NWSEO to achieve a new and progressive collective bargaining agreement.

The next remote CBA negotiation session is scheduled for July 22, 23, 24 and July 30, 31 and August 1, 2019.

The NWSEO Negotiation Team for this session included:

1. JoAnn Becker, NWSEO NCEP Region Chair, Senior Aviation Meteorologist, Aviation Weather Center, Kansas City, MO.
2. Suzanne Sims NWSEO Western Region Chair, Senior Meteorologist, WFO Monterey, CA (June 26th)
3. Karleisa Rogacheski, Journey Meteorologist, WFO Sacramento, CA
4. David Solano, NWSEO Secretary/Treasurer and Eastern Region Chair, Senior Hydro-Meteorologist, Middle Atlantic River Forecast Center, State College, PA (June 26th)
5. Daniel Sobien, NWSEO President, Meteorologist, Tampa Bay Area, WFO Ruskin, FL (June 25th & June 27th).
6. Laura M. Kasper, Meteorologist/ASA, WFO Key West, FL

7. John Werner, NWSEO Southern Region Chair, Senior Meteorologist, WFO Mobile, AL. (NWSEO Chief Negotiator)

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. (June 26th)
4. Sally Pavlow Johnson, Meteorologist in Charge, WFO St. Louis, MO.
5. Ken Harding, Deputy Director, NWS Central Region Headquarters, Kansas City, MO
6. 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.