



# The Four Winds

National Weather Service Employees Organization

## CONTRACT CONNECT

### **Highlights**

- Local Office Teams can consider **ANY** scheduling proposals
- Management and NWSEO working together to allow flexible shifts and seniority-based rotations at field offices
- Bargaining Unit employees who work a flexible schedule now will have the opportunity to earn credit hours in addition to overtime and compensatory time with supervisory approval
- Some sticking points remain on scheduling
- Management sends NWSEO a poison pill after face to face negotiations

(July 18, 2018) Negotiations for the new NWS-NWSEO Collective Bargaining Agreement (CBA) continued in Silver Spring, Maryland, during a two-week session July 2nd through July 13<sup>th</sup>, 2018.

Before this session began, both the NWS and NWSEO (the “Parties”) signed a Tentative Agreement on NWSEO Article 41, Section 2 – Surveys and Questionnaires, which documents a long standing past practice where participation in NWS-issued surveys will be voluntary and respondents will remain anonymous. In addition, NWS will provide advance copies of surveys to NWSEO for review and comment, where negotiable.

Most of this session’s discussions continued to focus on the Parties’ Article 20 proposals (NWS titled “Work Schedules of Rotating Shift Workers” and NWSEO titled “Work Schedules of Shift Workers”). During the week, the Parties reached tentative agreement on some of the key Definitions spelled out in the Article.

The most important development of the first week was Management’s willingness to allow bargaining unit (BU) shift workers who work flexible schedules the opportunity to earn credit hours in addition to overtime and compensatory time. Credit hours are hours of work within an employee’s work schedule in excess of their basic work requirement worked by an employee, with prior Management approval, so as to vary the length of a workday or a workweek. Use of credit hours is a valuable tool for employees and managers to accomplish the NWS mission and meet the personal needs and desires of employees. The NWSEO feels this is a positive step forward which enables the employee to balance work life, while at the same time allowing the Agency to complete operational requirements.

Another important development was a tentative agreement on the definition of Administrative Workweek and which helps to clarify when a BU employee is entitled to night differential while working scheduled overtime. From discussions at the table, it became clear there is a lot of confusion among bargaining unit employees and Management in the field offices as to when an employee is entitled to night differential when working overtime. Both Parties agreed: ***Employees are entitled to night differential for scheduled overtime performed between the hours of 6 PM and 6 AM. To earn this the employee has to be assigned the overtime prior to the beginning of the administrative workweek. The administrative work is defined for this purpose as the seven days between Sunday through Saturday.*** So, for example, if on Saturday an employee is assigned to work overtime from 3pm to 11pm on Sunday, the employee is entitled to 3 hours of regular overtime and 5 hours of overtime with night differential for the work performed on Sunday. Note: Sunday Premium Pay is not paid for overtime hours of work.

During week 2, nearly one entire day was spent discussing the definition of a Fixed Schedule. At one point, the Parties came ever so close to an agreement, but amazingly the plurality of a single word - workweek - stopped the positive momentum. The NWSEO tried repeatedly to explain to Management that BU employees have a bi-weekly (2-week) work schedule, and as such, have “regularly scheduled administrative workweeks.” There were several counter proposals exchanged. In an attempt to bring closure on the definition of a Fixed Schedule, the NWSEO offered the idea to use the exact wording for Fixed Schedules in the current CBA, even though it was grammatically incorrect. Management rejected this offer too.

Discussions during week 2 also occurred on the Parties’ Article 21 submissions (Work Schedules for Employees Who Work on a Non-Rotating Shift Basis (NWSEO) / Work Schedules for People Who Do Not Work Rotating Shifts (NWS)). The Parties once again discussed BU employees who do not normally work rotating shifts (i.e. Service Hydrologists (SHs), Information Technology Officers (ITOs), Electronics Technicians (ETs) to name a few). The Parties identified the problems and began work to fix and address each other’s proposals and how to schedule employees who do not clearly fit into Article 20 and 21 (i.e. SSH’s/ITO’s/ETs, etc). The major hang-up was over having both planning and fixed work schedules for rotating and non-rotating workers. The Parties discussed several options. Progress was made, and the Parties got closer on how to handle these employees. NWSEO is very optimistic the Parties can work through the minor differences.

As has been a continuing trend during the last several sessions, negotiations got contentious at times when the NWS Chief Negotiator submitted proposals that made negotiations take a huge step backwards. Earlier proposals from Management concerning the subject of Proposed Changes to Work Schedules was that the decisions on work schedules, including Alternative Work Schedules (AWSs) will be negotiated at the Local Office Team (LOT), which NWSEO agreed with. Management then changed their proposal and took away the LOT’s authority to approve a flexible work schedule and placed the sole and final decision-making authority with the Regional Director or designee. This proposal essentially waives the NWSEO’s right to negotiate schedules. NWSEO pushed back very hard at the negotiation table and pointed out all work schedules have ALWAYS been negotiated locally and no one knows the needs of the employees balanced with the needs of the office better than the LOT. By week’s end, management circled back and returned with a proposal which is agreeable to NWSEO: “The LOT will discuss ANY Scheduling Proposal. Negotiations of scheduling proposals will take place in accordance with the Mid-Term Bargaining Article of this Collective Bargaining Agreement”.

After negotiations were complete and much progress made, the NWS emailed the Union with a new counterproposal that once again included a regressive poison pill that stated, “NWS retains the right not to bargain over proposals which are non-negotiable and/or which covers permissive subjects of bargaining such as 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.” In other words, for employees to get flexibility in their work life and the possibility of non-rotating shifts, the NWS wants the Union to sign over its rights to bargain, if a manager should ever want to bargain. The irony is that Managements’ proposal isn’t even a negotiable proposal and management is simply inserting this language to stall negotiations.

Finally, as everyone knows, most NWS employees have traditionally worked rotating shifts. With a strong push from the NWSEO, the Parties are working together and getting close to offering bargaining unit employees the opportunity to choose seniority-based schedules that do not rotate or rotate slower, and allow the local offices to determine the types of work schedules which best fit the needs of the office. While an agreement has not been reached, NWSEO is hopeful this can be achieved at the next negotiation session scheduled for July 30th through August 10th, 2018 in Tampa/St. Petersburg, FL.

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.

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 (week 2 only).
4. Michael Mercer, Chief, Environmental & Scientific Services Division, NWS/Alaska Region Headquarters, Anchorage, AK (week 1 only).
5. David Murray, NWS Labor-Management Relations (LMR) Liaison, Silver Spring, MD.
6. Sally Pavlow Johnson, Meteorologist in Charge, WFO St. Louis, MO (week 2 only).
7. Richard Okulski, Meteorologist in Charge, WFO Columbia, SC (week 2 only).
8. Ken Harding, Deputy Director (current acting Director), NWS Central Region Headquarters, Kansas City, MO (week 2 only). Mr. Harding is a new addition to the Agency/NWS Negotiating Team.

***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.**