



A Message from NWSEO President

(February 4, 2018) A member posted the NWS's version of contract negotiations from December and January and I just cannot let it go without posting a rebuttal.

Let's start with: *"The parties continued the Leave Article discussion from the previous negotiation session with a focus on Court Leave. Court leave had been tabled from the previous session so that NWSEO could have their subject matter expert, Robert Ruehl, participate in this session. The discussion centered around participation as a juror and a witness as it relates to being eligible for court leave. There was no tentative agreement reached on this Article."*

If you do not know Bob Ruehl, he is a brilliant guy who also happened to be on the filing end of two grievances concerning court leave. He is one of our bargaining team members and was scheduled to attend the December negotiation. In the November negotiation, I tabled court leave so we could talk about it while Bob was there, so if he had insight he could provide it. You will note that management has called him a subject matter expert. They did that because when we were negotiating ground rules, management insisted we not have unlimited numbers of subject matter experts so we agreed each side could only call five. The NWSEO has already called one, Pete Hill an EEO specialist, to explain the EEO process. The NWS is calling Bob a subject matter expert to try and limit us to only calling three more. That is BS. As stated Bob is a brilliant guy who has done a lot of research on the subject but I would certainly not call a member of my team (they are already in the room) to be a subject matter expert; I would call someone from WFMO or OPM.

"For example, the union proposed that the bargaining teams would have six members all on 100 percent official time. Management's position is consistent with the FLRA statute that prescribes that the number of union representatives on official time shall not exceed the number of management representatives."

This is a complete misrepresentation of the statute. First of all the FLRA does not write statutes. Congress does. If their reading of the statute was correct, management could always pick how many union negotiators there were (if they wanted one the union could only have one, etc.). If it was correct they would have violated the statute at the December bargaining session when only three people on their team bothered to show up. The number of negotiators is negotiable, and was in fact negotiated for this CBA negotiation, the NWS took us to the FSIP over number of negotiators at ground rule negotiations and we have an MOU. The current CBA negotiated how many people would be on a LOT, RLC and NLC, if that the statute said otherwise how would that be legal? What the statute says is, if the parties agree to X union negotiators, management is allowed the same number.

"IDSS (New NWSEO Proposed Article) - NWSEO proposed this article to address what it believes are IDSS roles and responsibilities. Its proposal outlined how NWSEO believed it should work co-equally with management to determine duties and functions for all Bargaining Unit employees engaged in IDSS activities. Its proposals also covered training and deployment procedures it said were relevant to IDSS."

By contrast Management's proposal is focused on using the established NWS Governance system to evaluate new requirements, resource initiatives, and procedures on how to execute to the mission, while retaining the right to assign work to employees and expend resources in accord with established law - The union's proposal would run counter to many elements of the NWS governance process and rights of management to manage in accordance with law. No tentative agreement were reached on any section."

First, right off the bat, I don't give a damn about the NWS governance process. The NWS governance process does not control the CBA, in fact it is the other way around. The NWS governance process must follow the CBA and any other agreements made by ANY union officer including stewards and management. To say that NWS IDSS proposals focus on using the established NWS governance system is a bald face lie. I can say that with total confidence because not one of the agencies' proposals deal with IDSS. That's right - in spite of the fact that they said the whole reason they opened the contract was to have a modern agreement that focusses on the challenges of the agency and they did not bother to include an article or even a section in an article on IDSS. They did, however, include part of the language the current contract has on IMETs, and they gutted all of the protections for IMETs like rest periods.

So what are they saying? What does it mean using the governance process, that sounds official and fair? You can read it for yourself. It is in [NATIONAL WEATHER SERVICE POLICY DIRECTIVE 1-3](#). When you read it, ask yourself what is missing? There is no labor relations, no negotiating anything. So when they say they say they want to use the "established NWS Governance system" what they are really saying is that their proposal (which again they don't have one) is for the union to waive its right to bargain any IDSS issue.

The unions proposal in a nutshell says that before someone is deployed for IDSS they will be trained and equipped and people engaging in IDSS deployments will get the same rest opportunities currently afforded IMETs. We did not ask for anything outlandish, but management has yet to agree to any of our provisions.

"NWSEO presented a proposal that removed the word "rotating," thus broadening this article to include employees that work in field offices on a non-rotating shift schedule. Both rotating and non-rotating bargaining unit employees would both be called "shift" workers under NWSEO's proposal. This would be a significant change from the previous contract that distinguishes the different needs of rotating and non-rotating shift workers covered by Articles 20 and 21, respectively."

This is actually all true. Let me explain what we did. Our proposals allow an office to choose between the current system of rotating shift work and a seniority based system which may have some rotational shift work or maybe none. One of the big advantages of the current article 20 is that it has a planning schedule and fixed schedule that is far more liberal than the statute dictates. We did not want to see employees who chose a non-rotating schedule miss out on a planning schedule and fixed schedule, especially because in order for that type of schedule to work, management would have to have some latitude to move your shifts because of leave requests, training etc. Our team noted that in most offices across the NWS ETs, ITOs etc. were put on the planning schedule, included in the fixed schedule etc. even though technically they are covered under Article 21.

So we decided to rethink Articles 20 and 21 so that 21 covers only people in a HQ type facility that works straight administrative shifts and article 20 covers everyone else including ETs, ASAs, ITOs, and include WFO and RFC folks that may not rotate because of an office agreement. In doing so we had to change the name from rotating shift worker to just *shift worker*. Apparently this was too radical of an idea for management to get its head around.

'While both parties agree on the need to infuse more flexibility in schedules, significant disagreements exist on how these changes would be implemented, the role of Local Office Teams, and management's right to make decisions reserved to management by law.'

The law they refer to here is 5 USC 7106 and yes, it gives management certain rights, like the right to assign work. However, 7106 makes ALL of those rights subject to impact and implementation negotiations with the union, which is exactly what we are doing negotiating a CBA. This statement proves that management does not understand what they are doing at the table.

"NWSEO further proposed that there be no restrictions on the implementation or varieties of alternative work schedules employed"

No comment, just proud of our proposal.

"... All of these proposals run counter to either current practice or the ability of supervisors to assign work as needed to maintain operations. When asked to give any examples of how their proposal would work, NWSEO could not answer how these proposals would be doable in a shift environment."

Again I am not sure what they open the CBA if they did not want ideas that were different than the current practice. As far as hamstringing a manager's ability to assign work, our proposal is that each new schedule be negotiated between the Steward and Local manager (LOT). I would think that the mission of the NWS and getting the work done would be paramount.

"Both parties referenced the Shift Work Team study conducted earlier this year. Management and NWSEO offered proposals it believed would address some of the recommendations from the study, including management's proposal to allow employees to change shifts during periods described by the Shift-Work Team as "fair weather" periods. This led to further discussion on procedures for filling vacant shifts, changes to rotations, and proper compensation issues with regard to FLSA status for some of these flexible schedules. In order to ensure some of these flexibilities could operate in the NWS environment, and because NWSEO was totally unreceptive to changing shifts where fair weather permitted, management wanted to conduct deeper research on these flexibilities. Both parties will continue discussing this Article at the next negotiation session."

The only words that describe this is horse manure. Late in the afternoon on 12/20/2017 management gave us two counterproposals 1) "Staffing requirements not included in the planning schedule may be adjusted in the fixed schedule to allow for greater flexibility to accommodate fair weather." And, 2) "To enhance the quality of work life, when Management determines fair weather allows, Management may move employees to day shifts, from a non-day shift. An employee must be provided no less than 48 hours' notice of the change. If employees' schedules are changed in the fixed period they are entitled to the premium pay they would have earned."

This was management's answer to the shift work team suggestions. The next day we pushed back very hard; I guess that is what they mean by the "NWSEO was totally unreceptive to changing shifts where fair weather permitted." (Note this proposal would completely do away with a fixed schedule and allow management to completely change your shifts at will). It wasn't until we showed management that their proposal was illegal (even without a fixed schedule, the statute does not allow you to move a shift within the administrative work week without offering overtime and offering overtime for fair weather would be waste, fraud and abuse) that they pulled it and replaced it on 1/9/2018 with "To enhance the quality of work life, when Management determines operational requirements allows, Management may approve employee requests to move to day shifts, from a non-day shift" When the union asked questions like, does that mean employees may have to pull some shifts alone? And, will they be expected to complete all duties on that shift and what if everyone on the shift asks to move to day shift would the duties then go to a backup office? If so, would the backup office have some say in the decision? Management would only say that in some cases, like for instance extended forecast duties, may not be assigned. We also wanted to know why they are not allowing a move from a day shift to a non-day shift. The 1/9 proposal is still on the table.

I don't want to sound like I am trying to recruit people here but if I can add one more thing. The Chief Negotiator never misses an opportunity to remind me that less than half of the bargaining unit members of the NWS are NWSEO members. **The only job of the NWSEO is to protect your working conditions and save your jobs.** It is very important that we take a strong stand in this CBA negotiation. NWS management wants to strip you of most of your rights. There is a large expense to the union to negotiate this contract; the agency on the other hand has very deep pockets. Please use this as an opportunity to talk to your co-workers about the need to join NWSEO. If for no other reason, if they are not NWSEO members, they will not be allowed to ratify this contract.

Thank you,

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