



National Weather Service
Employees Organization

March 1, 2012

Jason Franklin
Labor Relations Officer
National Weather Service
1325 East West Highway
Silver Spring, MD 20910

RE: Information Technology Officers

Dear Jason:

This is in response to your email of February 23, 2012 in which you served notice, "that the NWS will not be filling WFO ITO vacancies until we are certain about the FY 13 budget" in order "to mitigate impacts to employees in case the President's budget is enacted."

The agency's decision not to fill ITO positions violates the parties' 2000 agreement to establish an ITO position in each forecast office by reallocating one bargaining unit position from the HMT/Intern unit. As explained by NWS Director Kelly to all NWS employees in a November 22, 2000 email:

"In February, the Corporate Board, including NWSEO President Ramon Sierra, agreed to restructure the six positions in the DAPM/HMT/MI unit to three HMTs, a Meteorologist Intern, and an IT specialist."

Even if the parties did not have a specific agreement to fill an ITO position in each forecast office, the agency's presentation to us of its decision to hold these positions open as a *fait accompli* violates Article 8, section 1 of the parties' CBA in which the agency committed itself to obtaining "pre-decisional involvement in decisions which are traditional management prerogatives . . . prior to the final decision." The NWS has failed to live up to that promise with respect to both the decision to consolidate the ITO positions, and the decision to hold ITO positions vacant until Congress acts on the President's FY 13 budget request.

If the NWS eventually proceeds to abolish the local ITO positions, we reserve the right to assert a violation of the 2000 staffing agreement (a/k/a "Floater Plan") as well as Article 8, section 1. Without prejudice our claim that we have a binding agreement to have an ITO at each WFO, we hereby notify you of our intent to

bargain over the impact and implementation of management's decision not to fill ITO vacancies until the NWS is "certain about the FY 13 budget." In accordance with Article 8, section 4 of the agreement, we are hereby submitting this "request for clarification of the proposed changes in conditions of employment." This request for clarification should also be considered as a request for data necessary to frame impact and implementation proposals submitted in accordance with 5 U.S.C. section 7114(b)(4). The request is as follows:

1. Please clarify who will be assigned to perform the work customarily performed by the ITO at those offices where there is an ITO vacancy not being filled. Please state which specific duties will be assigned to which specific employees, as well as specifying which duties will not be performed at all in the absence of the ITO. Please provide copies of any written plan or document that explains how the duties or the responsibilities of the position will be met during a vacancy. If there are no such plans, please so state. This information is necessary to ascertain the impact of the vacancy on other unit employees.
2. What AWIPS II implementation activities are scheduled at each WFO during the remainder of FY 12, and specifically who will be responsible for performing those activities in the absence of an ITO?
3. Please identify each ITO position that is currently vacant and how long it has been vacant. For each such vacant position, please indicate whether any steps have already been taken to back fill the position. i.e., has the position been put out for bid? Has the announcement closed? Has a panel been submitted to a selecting official and on what date? Have any employees been interviewed? Have any selections been made? Have any employees been offered the position, and, if so, who? **Does the agency's decision not to fill ITO vacancies include those positions for which recruitment actions are already underway?**
4. Does the agency's decision not to fill vacant ITO positions include the Glasgow vacancy which the agency has already promised to fill in settlement of a grievance filed last fall?
5. Is the NWS aware of any currently encumbered ITO position that it expects to become vacant during the remainder of this fiscal year? Where and when?
6. What other actions has management considered or plans to take "to mitigate impacts to employees in case the President's Budget is enacted?"

In accordance with Article 8, section 4 of the parties' CBA, NWSEO will submit its first set of proposals for the impact and implementation of management's decision

not to fill vacant ITO positions within 15 days of receipt of your response to our request for clarification. Nonetheless, I have attached our proposed ground rules for these impact and implementation negotiations, over which we stand ready to begin negotiations. Please let me know when you are available. We propose that ground rule negotiations be conducted in Washington, DC and that each side have five negotiators (with travel and official time), as we did with the 2004 staffing negotiations.

Finally, I am disturbed by our telephone conversation on Monday of this week, during which I understood you to say that regardless of any bargaining demand NWSEO might make in response to your February 23 notice, the NWS intends to immediately implement its decision not to fill vacant ITO positions. It is our position that under Federal labor law as well as Article 8, section 6 of the CBA, that management must continue to advertise and fill vacant ITO positions until we have completed negotiations over the impact and implementation of management's decision to leave those positions unfilled. Some time ago, we settled a grievance involving the agency's failure to advertise and fill the ITO position in Glasgow. As far as we can tell, this ITO position, as well as at least six others, is currently vacant. We demand that the NWS expeditiously fill these positions, and we request that you immediately provide us with assurances that you will do so, along with copies of all paperwork submissions to NOAA WFMO demonstrating that the agency is living up to its obligation to maintain the *status quo* pending bargaining. Absent such assurances and proof, we will not hesitate to file an unfair labor practice charge based on our conversation of earlier this week.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Dan Sobien', written over the typed name.

Daniel A. Sobien
National President