



*National Weather Service
Employees Organization*

August 17, 2021

Dr. Louis Uccellini
Director, National Weather Service
1325 East West Highway
Room 18130
Silver Spring, MD 20910

RE: Grievance over scheduling at Boise WFO

Dear Dr. Uccellini:

This is a union grievance filed pursuant to Article 10, section 11(B) on behalf of six forecasters at the Boise WFO, [REDACTED], [REDACTED], and [REDACTED], whose fixed schedules were unilaterally changed in violation of Article 20 of the parties' 2021 collective bargaining agreement between July 14 and July 17, 2021; and [REDACTED], [REDACTED], and [REDACTED], who were deprived of the opportunity to work overtime in violation of Article 20, section 9(B), during the same period.

Boise forecaster [REDACTED] was scheduled on the fixed schedule (attachment A) to work the "fire weather" shift from 0730 to 1530 hours on July 14, 15 and 17. On July 7, [REDACTED] [REDACTED] was called to be deployed as an IMET to the Bootleg Fire beginning July 8, 2021. In order to backfill his vacated operational shifts, management was required to follow Article 20, section 9(A), which reads:

SECTION 9. Filling of Vacant Shifts

A. When Management determines that a vacant operational shift is to be filled, the following priority is to be used:

1. An employee on a supernumerary shift. The starting time may only be changed up to two (2) hours without overtime compensation, as per section 3.B.3.
2. A BU employee on overtime on a voluntary basis.
3. A non-BU employee, if available.
4. A BU employee on overtime on an involuntary basis.

Management determined that the employees scheduled for the supernumerary shift on those days were not qualified to work the fire weather shift. But instead of offering the shift to a bargaining unit employee on a voluntary basis, management changed the scheduled shift assignment of forecaster [REDACTED] from the P shift (1500 -2300) on July 14, 15 and 16 to the "fire weather" shift (which appears as Hf on the fixed schedule). And in order to cover [REDACTED] vacated Hf shift on July 17, management changed forecaster [REDACTED] scheduled day off, (ostensibly with her agreement) from July 17 to July 16. Management then also changed [REDACTED] [REDACTED] previously scheduled P shift on July 16 to the Hf shift to cover the fire weather shift that

██████████ was originally scheduled to work. Rather than changing ██████████ and ██████████ fixed schedule on those dates, management should have offered a qualified bargaining unit employee the opportunity to work overtime pursuant to Article 20, section 9(A)(2). For example, ██████████ (who is qualified to work the fire weather desk) was scheduled off on July 14 and 15 and could have been offered ██████████ shifts as an overtime opportunity. ██████████ was also scheduled off on July 16 and 17 and could have been offered overtime to fill vacant shifts.

In at least ██████████ case, management violated not only Article 20, section 9, but section 6(B) and section 7 because he was directed to work on days or hours in addition to those indicated as his basic workweek on the fixed schedule, and he was not paid overtime for those additional hours. Management also violated Article 20, section 8(G) which provides that a change in an employee's fixed schedule may be made without the payment of overtime compensation only "when an employee and a supervisor mutually and voluntarily agree . . . that an employee may work different hours or a different shift than appears on the fixed schedule."

Management further compounded its violations of Article 20 in the manner in which it then covered ██████████ P shifts on July 14, 15 and 16. ██████████ was scheduled for supernumerary shifts that ran from 0800 to 1600 hours on July 14 and 15, and ██████████ was scheduled for a supernumerary shift that ran from 0800 to 1600 hours on July 16. Management directed ██████████ and ██████████ to work the P shift, which ran from 1500 to 2300 hours on those days, instead. This change to their fixed schedule violated Article 20, section 3(B)(4), which states that the starting time of a supernumerary shift may be changed up to two hours from its fixed time to accommodate management's need to fill a shift. This change to the fixed schedule also violated Article 20, section 8(A) which provides that, unless overtime is paid, an employee scheduled for a supernumerary shift may only be reassigned to an operational shift during similar hours.

This change also violated Article 20, section 9(A), which permits management to change the start time of a supernumerary shift up to two hours when management determines that a vacant operational shift is to be filled. Management also violated Article 20, section 9(B) by failing to offer the vacated operational shift as an overtime opportunity to a bargaining unit employee on a voluntary basis. For example, ██████████ was scheduled off on July 14, and she could have been offered the P shift as an overtime opportunity on that day. As noted earlier, ██████████ was scheduled off on July 16 and could have been offered the P shift as an overtime opportunity. Forecaster ██████████ and ██████████ were scheduled off on July 16 and could have been offered the P shift as an overtime opportunity on that day. Or ██████████ and ██████████ could have been offered the P shift as an overtime opportunity on July 14 and 15 and July 16 respectively, in addition to their supernumerary shift.

And, again, in each of these cases, management violated not only Article 20, section 9, but sections 6(B) and (7) because ██████████ and ██████████ were directed to work on days or hours in addition to those indicated as their basic workweek on the fixed schedule, and they were not paid overtime for those additional hours. Management also violated Article 20, section 8(G) which provides that a change in an employee's fixed schedule may be made without the payment of overtime compensation only "when an employee and a supervisor mutually and voluntarily

agree . . . that an employee may work different hours or a different shift than appears on the fixed schedule.” In fact, not only did ██████ not agree to the schedule change, she protested the change to her supervisor and demanded (and was denied) overtime for the extra hours she was required to work on July 16 that were in addition to those to which she was assigned on the fixed schedule.¹

In an attempt to resolve this matter informally at the lowest possible level prior to the filing of this grievance, NWSEO Boise Steward had a lengthy phone conversation about these schedule changes with the Meteorologist in Charge on July 13. In addition, emails were exchanged between the Steward, grievant ██████, and the MIC on the subject which did not resolve this dispute.

As relief, we demand:

1. That ██████ be granted back pay for 7.5 hours he would have worked from the hours of 1530 to 2300 on July 14, 15 and 16 (22.5 hours in total), plus the night differential he lost during the hours of 1800 to 2300 on those dates but for the change to his fixed schedule;
2. That ██████ be granted 16 hours pay for being deprived of the opportunity to work overtime covering the vacant Hf shifts on July 16 and 17 or the P shift on July 16;
3. That ██████ be granted 16 hours pay for being deprived of the opportunity to work overtime covering the vacant Hf shifts on July 14 and 15;
4. That any other qualified forecaster who was deprived of the opportunity to work overtime covering the vacant Hf shifts on July 14 through July 17 be granted back pay;
5. That ██████ be granted back pay for 7 hours he would have worked from the hours of 0800 to 1500 on July 14 and 15 (14 hours in total) but for the change to his fixed schedule;
6. That ██████ be granted back pay for 7 hours she would have worked from the hours of 0800 to 1500 on July 16 but for the change to her fixed schedule;
7. That ██████ be granted back pay for 8 hours pay for being deprived of the opportunity to work overtime covering the vacant P on July 14;
8. That ██████ be granted back pay for 8 hours pay for being deprived of the opportunity to work overtime covering the vacant P on July 16;
9. That any other qualified forecaster who was deprived of the opportunity to work overtime covering the vacant P shift on July 16 be granted back pay;

¹ ██████ attempted to accommodate her supervisor by offering to change the start time of her supernumerary shift by two hours, but her overture was rebuffed.

10. That the union be granted attorney fees incurred investigating, drafting and prosecuting this grievance in accordance with the Back Pay Act, upon submission of documentation of hours;
11. That management of the Boise WFO refrain from engaging in similar illegal scheduling practices in the future;
12. And such other and further relief as may be justified based in these circumstances.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "John Werner". The signature is written in dark ink on a light-colored background.

John Werner
NWSEO National President