



## NWSEO Contract Connect

### Highlights

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- No Tentative Agreements signed even with Mediation through the Federal Mediation and Conciliation Service (FMCS)
- NWS Regressive Bargaining Continues as Management withdraws and ends the Union involvement with Pre-Decisional Input
- NWS and NWSEO comes close to agreeing on Article 23

(April 18, 2018) Negotiations for the new NWS-NWSEO Collective Bargaining Agreement (CBA) continued in St. Petersburg/Tampa, Florida, during a two-week session April 2nd through April 13, 2018.

Upon the request of NWSEO, in hopes of making progress with the CBA negotiations, Commissioner I.M. Delgado Alberto, a Federal Mediator from the Federal Mediation and Conciliation Service (FMCS) attended this negotiation session. The inclusion of a third-party Mediator at the table was intended to foster a more collegial atmosphere and provide for a positive, healthy, and more productive environment that would allow the Parties to progress towards a successful and forward-leaning CBA. The presence of the Mediator helped to temper but did not eliminate, the habitually eccentric antics of the NWS's Chief Negotiator that have been reported upon many times here in the past. As such, the negotiations that followed were still rather contentious, as will be described below.

At this negotiation session the following Articles were discussed: NWSEO Article 8 covering Pre-Decisional Involvement and Mid Term Bargaining; Management's Article 8 which covers Pre-Decisional Involvement; and Management's Article 9 covering Mid Term Bargaining. The chief negotiators had previously agreed to enlist the assistance of the Mediator to discuss these articles. While at the negotiation table, NWSEO also agreed to enlist the help of the Mediator to negotiate Article 23, which covers Official Travel.

With the help of the Mediator from the FMCS, both Parties then discussed Article 8 labor management and more importantly Pre-Decisional Involvement (PDI). Both the NWS and NWSEO included PDI within Article 8. In fact, both the NWS and NWSEO spent days discussing PDI and Article 8 back in May 2017. Unfortunately, Management's May 2017 position had not changed as they would not waiver from their position that they alone could select the issues or topics to discuss, and it was solely their decision whether or not to conduct PDI.

Management's stance on this issue was based on Executive Order (EO) 13522 which was signed by President Obama on December 9, 2009. The EO allows for Executive Branch Agencies to establish Labor-Management teams that will have open and honest forums for Pre-decisional Input (PDI) of any and all ideas that could provide for more efficient agency operations. It was hoped that this would prevent lengthy and costly Impact and Implementation (I&I) bargaining over already decided and enacted program changes. The NWS Chief Negotiator argued that since it was "only" an Executive Order the Agency was NOT bound to obey it. On September 29, 2017, President Trump rescinded EO 13522. At this last negotiation session, the NWS Chief Negotiator freely admitted that they would no longer allow any Pre-Decisional Input from the Union because they ARE bound to obey President Trump's rescission of EO 13522!! When questioned about the reasoning for this 180-degree reversal the Agency's Chief Negotiator was unable to provide an answer other than they are bound to the rescission. So now, as an example, literally what the Agency is proposing is that a Union Steward cannot go into the Manager's office to suggest that a printer be moved to another location. If it is not the manager's desire or idea, it cannot be discussed.

NWSEO believes Management's position on this matter is not the way to generate trust and gain cooperation through teamwork. The Union and Management should be on equal footing with both being allowed to bring ideas to the bargaining table. NWSEO believes we need to be partners in the process working side by side with Management through the entire decision-making process to create a more dynamic and effective NWS of the future.

With the Mediator present and as negotiations began again on Article 8, Management, standing firm in their obedience to President Trump's rescission of EO 13522, once again in another very clear example of regressive bargaining, backed out and stripped away all union-initiated negotiations from their proposal after having allowed it in a previous counterproposal. In other words, unless Management wants to bargain something with the NWSEO, there will be no bargaining.

On 4/4/18, at 10:41 a.m. management counter-proposed language that noted, "Management recognizes that the Union may, in accordance with the law have the right to initiate bargaining on its own and engage in mid-term bargaining over matters not specifically addressed in this Agreement, or an existing MOU".

Then later that same day at 3:40 pm Management countered, and struck their language with NWS Counter #4 Section 2:

"When Management proposes a change which materially affects conditions of employment, they will provide adequate notice of the changes and an opportunity to bargain."

Then finally, on 4/11/18, the NWS countered their Article 8, Section 1 with:

The Federal Service Labor Management Relations Statute imposes an obligation upon the Parties to bargain in good faith over the impact and implementation of and in some cases the substance of, changes in working conditions which are proposed by one or the other of the Parties during the term of this Agreement. The Parties also recognize that pre-decisional involvement (PDI) in decisions which are traditional Management prerogatives may obviate the need for subsequent bargaining over the impact and implementation of Management decisions where the cost of doing so brings tangible benefits to the NWS.

This proposal brought a swift response from NWSEO Chief Negotiator. NWSEO argued that the new NWS proposal simply notes that PDI exists yet makes no commitment to ALLOW for PDI, as there is in the current 2001 CBA. This is a giant leap backward. The NWS Chief negotiator said there are times PDI is not necessary and the NWS is not going to do PDI unless there is a tangible benefit to the Agency. For instance, painting an office or replacing carpet would be a perfect topic to discuss with the Bargaining Unit but, under their new proposal, since that activity would have no tangible benefit to the Agency, no discussion with the Bargaining Unit would take place. The Union strongly disagrees with Management on this issue and, again, feels the Union should be brought in early when Management wants to propose a change in working conditions. By working together, the Agency will experience the tangible benefits of saving time and money. The NWSEO negotiators wanted a commitment from Management for PDI but the offer was rejected by the NWS Chief Negotiator.

Both NWSEO and NWS Management made progress throughout the Travel Article 23 the language was agreeable to both Parties in several sections. To give management credit they backed off many of their onerous demands and gave the Union a proposal that was similar to the current travel article. The Mediator from the FMCS was extremely helpful to both Parties as they worked through the details of each section to find common ground and mutually agreeable language.

Unfortunately, as both Parties were working on language to resolve the final sticking point in just ONE remaining section (one or two short sentences), Management did what they've done on numerous occasions: they went negative and regressed from what was previously proposed. They proposed wording that was even more restrictive than what the Federal Travel Regulation (FTR) allow. Specifically, Management proposed the same restrictions required to upgrade to business or first class to that of upgrading to a seat that merely provides more legroom.

The negotiation session ended on a sour note with NWS Chief Negotiator playing a childish game of "keep-away" by not allowing the NWSEO Chief Negotiator access to the documents that contained the few things that were agreeable to both parties and as a result, NWSEO was forced to withdraw on those points. At the official adjournment of the session, the final sticking point in Article 23 was left unresolved.

The NWSEO and NWS negotiating teams are continuing to work on resolving the minor unresolved issues within Article 23 and NWSEO are hopeful both Parties can find some middle ground soon. While technically there were no tentative agreements, we're hopeful that management will refrain from regressive bargaining, allow us to move forward, and sign off on Article 23 during our next session.

**NO signed tentative agreements were reached during this two-week session.**

The NWSEO Negotiation Team for this session included:

1. Dan Sobien, NWSEO President & Chief Negotiator, Meteorologist, Tampa Bay Area, WFO (Ruskin), FL
2. JoAnn Becker, NWSEO NCEP Region Chair, Senior Aviation Meteorologist, NCEP/Aviation Weather Center, Kansas City, MO
3. David Solano, NWSEO Secretary/Treasurer and Eastern Region Chair, Senior Hydro-Meteorologist, Middle Atlantic River Forecast Center, State College, PA
4. Suzanne Sims, NWSEO WR Chair, Senior Meteorologist, WFO Monterey, CA
5. John Werner, NWSEO Southern Region Chair, Lead Forecaster, WFO Mobile, AL
6. Robert Ruehl, NWSEO WR Vice Chair, Observing Program Leader, WFO Eureka CA

The Agency/NWS Negotiation Team for this session included:

1. Kenneth Brown, J.D., National Weather Service Chief Negotiator - NOAA
2. Sam Albanese, Meteorologist in Charge, WFO Anchorage AK (week 2)
3. Mike Vescio, Meteorologist in Charge, WFO Pendleton, OR
4. Mike Mercer, Chief, Environmental & Scientific Services Division, NWS/Alaska (week 1)
5. David Murray, NWS Labor-Management Relations (LMR) Liaison, Silver Spring, MD (week 1)

Also in attendance for three days was Commissioner Ines Delgado Alberto, Mediator at Federal Mediation and Conciliation Service of Miami/Fort Lauderdale area.

***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. The next CBA negotiation session is scheduled for May 7th – May 18, 2018, Washington DC/Silver Spring, MD.

**-NWSEO-**

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than National Weather Service Employees.**

**No one works harder for National Weather Service Employees  
than National Weather Service Employees.**

**We are NWSEO.**