



The Four Winds

National Weather Service Employees Organization

**DOC settles Unfair Bargaining Practice complaint brought
against the NWS by the FLRA –
NWS to issue assurances to all employees that it will not
unilaterally terminate bargaining again.**

But NWS Director and Deputy Director refuse to sign.

(August 16, 2016) The National Weather Service agreed to settle an unfair labor practice complaint issued against it by the Federal Labor Relations Authority, which alleges that the NWS violated its duty to bargain in good faith by unilaterally terminating bargaining over ground rules for the parties' successor collective bargaining agreement. This complaint was issued after the NWS unilaterally canceled a bargaining session scheduled for December 2015 by claiming that the parties were at impasse, even though NWSEO said it was preparing new counterproposals for the agency's consideration. The Federal Service Impasses Panel ruled in February 2016 that the parties were not at impasse and directed the NWS to return to the bargaining table. The unfair labor practice case had been set for trial before a Federal Administrative Law Judge on September 13.

In settlement of the case, the NWS has agreed to send every NWS bargaining unit employee an email promising that it will negotiate in good faith from now on, and that it will not unilaterally end bargaining by falsely claiming that the parties are at impasse. The NWS has also agreed to post an official FLRA Notice with these assurances at NWS offices nationwide. Such notices are customarily required by the FLRA (or, in the private sector, by the National Labor Relations Board) in resolution of all unfair labor practices and must be signed by the head of the agency that commits the unfair labor practice. The FLRA has ruled in earlier cases that:

“In an unfair labor practice case, the posting of a notice provides, for most unit employees, the only visible indication that a respondent recognizes and intends to fulfill its obligations under the Statute. The Authority has long held that the remedial purposes of a notice are best served by requiring the head of the activity responsible for the violation to sign the notice. . . The Authority typically directs the posting of a notice signed by the highest official of the activity responsible for the violation. . . [B]y requiring the highest official to sign the notice, a respondent signifies that the [it] acknowledges its obligations under the Statute and intends to comply with those obligations.”

However, both the Director and Deputy Director of the NWS have refused to sign the FLRA Notice in this case – and lawyers for the Department of Commerce insisted that they be excused from this legal requirement as a condition of resolving this case.

The FLRA Notice will be signed instead by Ken Brown, the NWS's Chief Negotiator, who was responsible for canceling the December bargaining session. Mr. Brown continues to serve as the agency's chief negotiator despite the charges in this case.

The NWS Alaska Region has also just settled yet another unfair labor practice case with the FLRA that arose when Alaska region management similarly terminated bargaining with NWSEO over the impact of its decision to reduce staff and hours of operations at the Nome, Barrow and Kodiak Weather Service Offices. In that case, the parties were in the middle of mediation with the Federal Mediation and Conciliation Service when the agency announced that it was canceling further bargaining even though no agreement had yet been reached and there were still 70 union proposals on the table. In that case, the NWS has agreed to return to the bargaining table with NWSEO and make any agreement retroactive. The NWS will also post a FLRA Notice at all offices in the Alaska Region.

-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.**