



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

July 24, 2017

Dear Dr. Uccellini,

This is a union grievance filed pursuant to Article 10, section 9 of the parties' collective bargaining agreement over management's unilateral termination and repudiation of the parties' collective bargaining agreement on July 21, 2017 and the misrepresentations that it made to bargaining unit employees, to Congress and in a press release about the status of the agreement and negotiations for a new agreement. These actions not only violate Article 29, section 3 of the agreement, but constitute an unfair labor practice in violation of 5 U.S.C. section 7116(a)(1) and (5).

Article 29 Section 3 of the parties' agreement states:

This Agreement will remain in effect for 90 calendar days from the start of formal renegotiation or amendment of said Agreement, exclusive of any time necessary for [FMCS](#) or [FSIP](#) proceedings. If at the end of the 90-calendar day period an agreement has not been reached and the services of neither FMCS nor FSIP have been invoked, either party may, upon written notification to the other, terminate any or all sections of the Agreement.

The language that appears in our agreement has its origins in a 1986 decision of the FSIP that imposed a modified version of the employer's proposal for a duration article. In this decision, the Panel explained:

Since the parties may not be at impasse at the conclusion of 90 days of bargaining, however, we would add to the employer's proposal that a request by either party for assistance from the Federal Mediation and Conciliation Service (FMCS) before the end of the 90-day bargaining period would also serve to prevent the agreement from expiring.

Department of Commerce, National Weather Service, Washington, DC and National Weather Service Employees Organization, 86 FSIP 30 (1986).

Months ago, long before the 90-day period expired, NWSEO invoked the services of the FMCS.¹ On Friday, February 24, 2017, I called and spoke with the Baltimore Regional Director of the FMCS to obtain the Service's assistance in our negotiations, and he assigned mediator Randy Mayhew to matter. I spoke with Mr. Mayhew on Saturday, February 25 about the status of our negotiations. As a formality, on Monday, February 27 I filed form F7 with the FMCS, and received the following confirmation:

Confirmation

Thank you for submitting your notice to FMCS online.

[Click here to view and print your submitted F-7 Notice form](#)

Your notice was submitted on 02/27/2017 at 1:52 PM

Your Confirmation Number is **4263976**

I had further discussions with Federal Mediator Mayhew as recently as two weeks ago asking him to attend our upcoming negotiations. I memorialized that discussion in an email, copies of which were sent to management's chief negotiator, to the Deputy Director of the NWS and to the Director's Chief of Staff:

----- Forwarded message -----

From: **Dan Sobien** <president@nwseo.org>

Date: Mon, Jul 10, 2017 at 3:04 PM

Subject: FMCS services

To: RMAYHEW@fmcs.gov

Cc: Kenneth Brown - NOAA Federal <kenneth.i.brown@noaa.gov>, DELYNE <delyne@gmail.com>, Mary Erickson - NOAA Federal <mary.erickson@noaa.gov>, George Jungbluth - NOAA Federal <george.jungbluth@noaa.gov>

Randy,

Just a heads up we will be negotiating with the NWS 7/25, 7/26, 7/27 and then again 8/1, 8/2 and 8/3 at the NWS Hq at the Silver Spring Metro Center bldg 2 1335 East West Highway, Silver Spring Md.

Our ground rules (number 16) allow either party to invoke the services of the FMCS at any time. While I do not believe we are at impasse at this time, I would like to ask you to come by and sit in on a session if you are free any of those days, if for no other reason than to get to know the two teams. We

¹ In fact, the services of the FMCS have been invoked twice. The first time was, once for ground rule negotiations (FMCS Case #2015N1203306). An FMCS mediator Gilbert Escudero actually attended some of our sessions.

certainly would be open to any suggestions you may have for making the negotiations more productive. We would also be interested in learning more about your Relationship-By-Objectives program.

Daniel A. Sobien
President
National Weather Service Employees Organization
[202-420-1043](tel:202-420-1043)

Thus, not only was management's chief negotiator aware that NWSEO had made a request for assistance from the FMCS before the end of the 90-day period, but so were senior NWS officials. Therefore, email sent to the bargaining unit on July 21 by the Deputy Director was a willful misrepresentation and an illegal bypass of the union.

We also note that the press release that the agency issued on July 21 also contained false statements about the agency's right to terminate the agreement, and mischaracterized Article 29 by omitting the portion that prohibits the NWS from terminating the agreement if the assistance of the FMCS is timely sought. We also note in particular that the opening sentence of that press release specifically states that the termination of our agreement was done "in consultation with Commerce Secretary Wilbur Ross." Based on this release, the Associated Press characterized this action as "the first major labor showdown of the Trump Administration." *Seth Borenstein*, "National Weather Service Cancels its Union Contract," ASSOCIATED PRESS, (July 21, 2017).

As relief, we demand:

1. That the notice of termination of July 21 be rescinded;
2. That any termination of any past practice, MOU or contract provision threatened in and issued pursuant to the July 21 notice of termination be rescinded, and that the status quo ante be restored with back pay if appropriate under the Back Pay Act;
3. That management send a follow up email to the bargaining unit advising that the notice of termination was illegally and improperly sent;
4. That management permit NWSEO to send a broadcast email to the bargaining unit with its version of the events;
5. That management cease and desist from bypassing and undermining NWSEO by communicating directly with the bargaining unit concerning the status of contract negotiations;

6. That management issue a new press release announcing that it has withdrawn the notice of termination because it was improperly issued;
7. That management send a corrective email to all Congressional offices that received Mr. Borgia's email of July 21, notifying Congress that the notice of termination has been withdrawn because it was improperly issued;
8. That the Secretary of Commerce send NWSEO a letter apologizing for his role in the termination and repudiation of the collective bargaining agreement and promising to respect our collective bargaining rights and refrain from approving any additional actions that undermine or attack NWSEO.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Dan Sobien", written over a light yellow rectangular background.

Daniel A. Sobien
NWSEO National President