



U.S. DEPARTMENT OF COMMERCE  
National Oceanic and Atmospheric  
Administration  
NATIONAL WEATHER SERVICE  
1325 East-West Highway  
Silver Spring, Maryland 20910-3283

July 16, 2015

Mr. Daniel A. Sobien, President  
National Weather Service Employees Organization  
3707 5th Avenue, NE  
Bradenton, FL 34208-5083

This constitutes Notice to the National Weather Service Employees Organization (Union) from the National Weather Service (Agency) under Article 29, Section 1, of the parties' 2001 National Agreement, that the Agency desires to terminate the parties' National Agreement and any existing memoranda of understanding and any nonnegotiable past practices.

As noted in our June 30, 2015, correspondence, a foundational part of any labor-management relationship is a current and useful National Agreement. However, the current National Agreement, established in 2001 contains references to laws that have changed, working conditions that no longer apply, and doesn't reflect the laws and regulatory protections currently available for federal employees. Our goal is to establish a new working agreement that reflects the changes in the law and regulations, and the day-to-day operations of NWS offices across the country.

Upon expiration of the agreement the Agency will continue to adhere to all other negotiable expired 2001 National Agreement clauses, negotiable clauses in expired memoranda of understanding, and negotiable past practices, until a new contract is renegotiated and implemented, or until the negotiable articles and clauses are changed in accordance with the Statute's bargaining obligations. We recognize that until negotiations are completed, working conditions created under the current collective bargaining agreement will remain in place. As such, the Agency is bound by these negotiable expired contract clauses, negotiable expired memoranda of understanding clauses and negotiable past practices unless and until the negotiable clauses are otherwise lawfully modified under the Statute.

This Notice constitutes the Agency's decision to terminate:

1. all Articles (Article 1 through and including Article 37) of the 2001 National Agreement;
2. all existing Memoranda of Understanding, Letters of Understanding and Letters of Intent that have either specifically been incorporated into the 2001 National Agreement (listed on page iii of the 2001 National Agreement), or which are otherwise currently in effect; and
3. all nonnegotiable past practices .

The Agency also gives Notice to the Union that as of the expiration of the 2001 National Agreement, the Agency no longer will be bound by provisions of the expired 2001 National Agreement, provisions in expired memoranda of understanding, and nonnegotiable past practices that either:

1. impermissibly interfere with the **reserved** management rights delineated in section 7106(a) of the Federal Service Labor-Management Relations Statute (Statute) (5 U.S.C. 7101 et. seq.); or which
2. are otherwise nonnegotiable under the Statute because they conflict with the Statute, government wide regulation or other law; or which
3. impermissibly interfere with the **permissive** management rights delineated in section 7106(b) (1) of the Statute; or which
4. waive or limit other management rights; or which
5. concern conditions of employment of non bargaining unit employees.



Such Notice includes but is not limited to the following memoranda of understanding and nonnegotiable past practices that are null and void as of the expiration of this Agreement:

<b>Contract Article and Clause/MOU Clause/Past Practice</b>	<b>Provisions No Longer in Effect</b>	<b>Reason</b>
Article 16 – Details/Temporary Promotions Decision of arbitrator establishing a "side agreement" which de facto amended Article 16 where the Agency obligated itself to make a temporary promotion whenever a higher graded position was vacant for 20 days or more.	Provision no longer in effect and no longer bound for the position to be vacant for 20 days or more.	This impermissibly interferes with management's right to make temporary promotions.
MOU on Implementation of WSOM Chapter C-75 (signed 2/3/2000)	Verification scores should be able to be used as a factor in rating the forecasting and warning performance elements of individual NWS meteorologists	Provides an additional means to evaluate performance of employees and interferes with Management's rights
MOU regarding the BUEs assigned to the NWS Office of Hydrological Development in Silver Spring, MD stating that they will not be involuntarily reassigned or receive a management directed reassignment. (signed 5/23/2011)	Terminated because the NWS Office of Hydrological Development in Silver Spring, MD no longer exists following the April 1, 2015 congressionally approved NWS Headquarters reorganization.	No longer in effect.
MOU regarding space requirements for office space in SSMC-2 (signed 5/5/2010)	All	Space requirements not consistent with GSA standards promulgated by Title 40 of the Code of Federal Regulations and interferes with Management's right to establish its organization.
MOU regarding health club subsidy	The agency will no longer subsidize up to \$300 per person per year for health club fees and related programs.	The Agency no longer wishes to use this approach to wellness. The Agency supports wellness for its employees and, as appropriate, will look at alternative approaches.
MOU on the implementation of HJ NJ Preparedness Plan of Action (signed 9/25/2009)	Paragraph 2 requiring "hereafter" providing hand sanitizer, disinfectant spray or wipes, and tissues, paper towels, disposable cups, plates, and utensils even after the completion of the implementation of the R INI Preparedness Plan.	Based on a recent decision of GAO, providing these items is in violation of appropriation law.
"Agreement and Understanding Between NWSEO and US DOC, NOAA, and NWS" regarding the underlying issues involved in Case No. 0-NG-2713 (signed 5/8/2003) and Supplemental Agreement to the May 8, 2003 General Forecaster Agreement (signed 5/8/2003)	All	Interferes with Management's right to hire from all appropriate sources in order to fill vacancies. Places restrictions on the quick filling of vacancies.

The Agency looks forward to negotiable Union proposals with respect to the above terminated MOUs and past practices, which would bring these agreements and practices into conformance with law and Government-wide rules and regulations.

For purposes of this notice the expiration of the National Agreement shall take place on October 28, 2015 or on a date 90 days after the start of formal renegotiation of the agreement as set forth in Section 3 of Article 29 whichever comes first.

The Agency reserves its statutory right to lawfully declare null and void, upon notice to the Union, any other terms of the expired 2001 National Agreement, any other terms of the expired memoranda of understanding, and any other nonnegotiable past practices, that, even though not listed in the chart above:

1. impermissibly interfere with any of the **reserved** management rights delineated in section 7106 (a) of the Statute; or which
2. impermissibly interfere with any of the **permissive** management rights delineated in section 7106 (b) (1) of the Statute; or
3. which are otherwise nonnegotiable under the Statute because they either waive or limit a management statutory right, concern non unit employees, or conflict with the Statute, a government wide regulation or other law.

The Agency also gives Notice to the Union that it intends to engage in term negotiations with the Union in good faith consistent with the Statute and Section 3 of Article 29. Pursuant to Article 29, Section 3 of the Agreement and all existing memoranda of understanding, letters of understanding and letters of intent that have either specifically been incorporated into the 2001 National Agreement (listed on page iii of the 2001 National Agreement), or which are otherwise currently in effect will remain in effect for 90 calendar days from the start of formal renegotiation of the Agreement. If at the end of the 90 calendar period an agreement has not been reached and the services of neither the Federal Mediation and Conciliation Service (FMCS) or Federal Service Impasses Panel (FSIP) have been invoked, either party may, upon written notification to the other, terminate any or all sections of the Agreement.

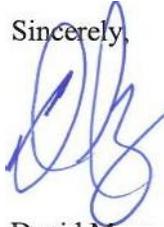
The Agency is prepared to engage in term negotiations in an expeditious manner and to fulfill its statutory bargaining obligation, and to negotiate, in good faith, over the full range of Union proposals that are negotiable under the Statute. This includes the Agency obligation to negotiate in good faith over Union proposals that directly interfere with a section 7106 (a) prohibited management right or a section 7106 (b) (1) permissive management right, as long as the Union proposal is an arrangement that does not excessively interfere with that management right as required by section 7106 (b) (3) of the Statute. This also includes the Agency obligation to negotiate in good faith over proposals that are procedures under section 7106 (b) (2) of the Statute. The Agency, however, does not intend to negotiate over nonnegotiable proposals that are outside the duty or scope of bargaining under the Statute.

The Agency is prepared to enter term negotiations in good faith and in an expeditious and collaborative manner. The Agency understands, accepts and appreciates the value and importance that the Union brings to the workplace in representing bargaining unit employees under the Statute. The Agency also is aware of, and will comply fully with, all of its obligations under the Statute. The Agency further believes that a collaborative and mutually respectful relationship benefits the Agency, the Union, employees and the taxpayers. The Agency values its relationship with the Union and looks forward to continuing productive and cooperative relations in working together to accomplish the Agency mission to provide weather, water, and climate data, forecasts and warnings for the protection of life and property and enhancement of the national economy. The Agency, just as the Union, however, is not prepared to waive any statutory rights or to negotiate over any proposals that are inconsistent with the duty and scope of bargaining under the Statute.

The Agency is prepared to immediately engage in negotiations with the Union to execute a Ground Rules Memorandum of Understanding to be used in the negotiation of a new Agreement, per Article 29, Section 2, of the 2001 National Agreement. As has been previously discussed, the Agency will be proposing that the parties engage in interest based bargaining (IBB) for the term negotiations. It is our belief that such negotiating process will further and enhance a productive working relationship.

Please contact me if the Union has any questions or concerns over the intent or effect of this Notice. The Agency Chief Negotiator for ground rules and the Collective Bargaining Agreement will be Kenneth Brown, who will contact the NWSEO within a week to establish dates to begin the ground rules negotiations, as required by Article 29. Please have your calendar available at that time so that we can work through available dates. Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'DM', is positioned above the typed name.

David Murray  
NWS Labor Management Representative