



National Weather Service Employees Organization

June 20, 2013

Dr. Louis Uccellini
Assistant Administrator for Weather Services
1325 East-West Highway
Room 18130
Silver Spring, MD. 20815

Dear Dr. Uccellini:

This is a grievance filed pursuant to Article 10, section 9 (b) of the parties' collective bargaining agreement concerning the actions of the Meteorologist-in-Charge of the Birmingham Weather Forecast Office (WFO BMX), Jim Stefkovich.

On June 7, 2013, Mr. Stefkovich unilaterally terminated the offices' Alternative Work Schedule and implemented a new non-AWS rotational schedule terminating negotiations with the local steward over a new work schedule. This unilateral change in conditions of employment and suspension of ongoing negotiations violates Article 8, section 2(b) and (c); Article 8, section 3(a); Article 8, section 6; Article 20, section 3(A). The unilateral implementation and suspension of negotiations also violates the agency's duty to bargain in good faith and therefore constitutes an unfair labor practice in violation of 5 U.S.C. section 7116(a)(1) and (5). The termination of the Alternative Work Schedule also violated Article 20, section 12(a) and Flexible and Compressed Work Schedule Act, 5 U.S.C. section 6131 (d) which states:

- (D) Any such schedule may not be terminated until –
 - (i) the agreement covering such schedule is renegotiated or expires or terminates pursuant to the terms of that agreement; or
 - (ii) the date of the Panel's final decision, if an impasse arose in the reopening of the agreement under subparagraph (A) of this paragraph.

As part of this new schedule, Mr. Stefkovich scheduled the union steward, Michael Garrison, to successive, back-to-back, strings of midnight shifts during pay period 14. This undesirable scheduling was discriminatory and done in retaliation for the steward's union activities in violation of Article 5, section 1 and Article 7, section 8 of the CBA. It also constitutes an unfair labor practice in violation of 5 U.S.C. section 7116(a)(1). This also constitutes a prohibited personnel practice in violation of 5 U.S.C. section 2302(b).

As relief, we demand the NWS reinstate the journey's seven person alternative work schedule and compensate any forecaster who lost premium or other pay or overtime opportunities as a

result of the change with back pay and interest, as well as attorney fees to which the union is entitled under the Back Pay Act. We demand that the back-to-back midnight scheduling of the steward be cancelled. We demand that the MIC be subject to disciplinary action (specifically downgraded from supervisory status) due to having committed various unfair labor practices as well as a prohibited personnel practice. We also demand that, as a remedy for the unfair labor practices alleged herein, the agency post a notice similar to that required by the Federal Labor Relations Authority as a remedy in unfair labor practice cases, in each office in which unit employees are employed and distribute same by email to each unit employee.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Dan Sobien', written in a cursive style.

Daniel A. Sobien
NWSEO National President