



UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY
CHARGE AGAINST AN AGENCY

FOR FLRA USE ONLY

Case No. _____

Date Filed _____

Complete instructions are on the back of this form.

1. Charged Activity or Agency

Name: Brenda Sprague, Deputy Assistant Secretary of State
 Address: Department of State/Passport Services
 2201 C St NW, Rm 6811 Washington, DC 20520
 Tel.#: (202) [REDACTED]
 Fax#: (202) [REDACTED]

2. Charging Party (Labor Organization or Individual)

Name: National Federation of Federal Employees, FD 1, IAMAW,
 AFL-CIO, Federal Local 1998
 Address: PO Box 2221 Seattle, WA 98111-2221
 Tel.#: (206) [REDACTED]
 Fax#: (206) [REDACTED]

3. Charged Activity or Agency Contact Information

Name: Steve Polson – DOS Chief Labor/Management Negotiator
 Title: 2201 C St NW, HST Rm 6217
 Address: Washington, DC 20520
 Tel.#: (202) [REDACTED]
 Fax#: (202) [REDACTED]

4. Charging Party Contact Information

Name: Colin Patrick Walle – NFFE Local 1998 Union President
 Title: PO Box 2221
 Address: Seattle, WA 98111-2221
 Tel.#: (206) [REDACTED]
 Fax#: (206) [REDACTED]

5. Which subsection(s) of 5 U.S.C. 7116(a) do you believe have been violated? [See reverse] (1) and ___ (5), (7), and (8).

6. Tell exactly WHAT the activity (or agency) did. Start with the DATE and LOCATION. state WHO was involved, including titles.
 The Washington Passport Agency (PPT/WN) committed a ULP on December 23, 2009 when acting Regional Director [REDACTED] refused to bargain with the Union over the Union's proposal to allow 3 bargaining unit employees (Passport Specialists) to return to their desks (workstations). On November 24, 2009 NFFE Local 1998 PPT/WN Senior Steward [REDACTED] had agreed with PPT/WN Management on a plan for a temporary move of 14 employees during construction starting the week of November 30th, and the employees were notified of the temporary move on November 25th. On December 10th, PPT/WN Adjudication Managers [REDACTED] and [REDACTED] notified the Union that the construction was complete and that the BUE could move back to their original desks – but Management stated that 3 of the 14 would have to find different workstations because Management wanted to have supervisors sit at those workstations. This includes 1 BUE who had been told prior to going on annual leave that the construction at her desk was simply to change its orientation, and that she would be able to unpack her belongings at the same workstation upon her return. The Union did timely invoke its right to bargain over this change, in emails sent by Union Steward [REDACTED] and Senior Steward [REDACTED] on December 14th, 15th, and 16th, and made the negotiable proposal that the status quo ante remain in place while bargaining took place. The Union also made the negotiable proposal on December 23rd that the 3 BUE be returned to the workstations they had prior to the unilateral change by Management. Management refused to meet and bargain at reasonable times and places and left the unilateral change as is. On December 31st, Management made another unilateral change involving 2 more BUE desks.

5 U.S.C. 71 and Article 12 of the parties collective bargaining agreement (CBA) requires that Management provide notice to the Union of changes in working conditions, including changes that involve the implementation of a Management Right, 30 days in advance (though the deadline can be no less than 15 days if specified). Article 12, Section 16f(x) and (xi) of the CBA specifically requires bargaining over office moves affecting more than 1 BUE, and desk assignments and arrangements. Also, the CBA allows the Union 20 days to submit proposals after invoking its right to bargain. However, in this case there was no advance notice. The notice was made the same day that the change was effective. The Union was told that there would be construction (hence the temporary nature of the move) and the supervisors would be sitting in the same area as 2 of the 3 BUE affected, but was not told that the BUE would be displayed from their workstations or work areas.

Which seats in the office were designated for Passport Specialists, and what process was going to be used for assigning individual Specialists to individual workstations, was the subject of a prior grievance filed by the Union in May 2009 and also February – August 2009 negotiations between the Union and Management, in connection to the bargaining over termination of a 4/10 CWS on a night shift and the establishment of a 4/10 CWS on a day shift. Those issues got resolved with the parties agreeing on a chart that indicated which workstations would be designated for Passport Specialists. By unilaterally changing the seating assignments and designations of which stations could be used by BUE, Management has bargained in bad faith.

7. Have you or anyone else raised this matter in any other procedure? No Yes If yes, where? [see reverse].

8. I DECLARE THAT I HAVE READ THIS CHARGE AND THAT THE STATEMENTS IN IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND THAT MAKING WILLFULLY FALSE STATEMENTS CAN BE PUNISHED BY FINE AND IMPRISONMENT, 18 U.S.C. 1001. THIS CHARGE WAS SERVED ON THE PERSON IDENTIFIED IN BOX #3 BY [check "x" box] Fax 1st Class Mail In Person

Commercial Delivery Certified Mail

Colin Patrick Walle

January 5, 2010

Type or Print Your Name

Your Signature

Date