



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: Passport Services/Dept. of State
Address: 2201 C St NW, Rm 6811
Washington, DC 20520 (Ann Barrett - DAS)
Tel.#: (202) 647-7149 Ext.
Fax#: ()

2. Charging Party (Labor Organization or Individual)

Name: NFFE Local 1998
Address: PO Box 2221
Seattle, WA 98111-2221
Tel.#: (206) 808-5764 Ext.
Fax#: () 206-808-5784

3. Charged Activity or Agency Contact Information

Name: Steve Polson
Title: Chief, Labor-Management Negotiator
Address: 2201 C St NW, HST Rm 6217
Tel.#: (202) 647-4285 Ext. Washington, DC
Fax#: () 20520

4. Charging Party Contact Information

Name: Colin Patrick Walle
Title: Local 1998 Union President
Address: PO Box 2221 Seattle, WA 98111-2221
Tel.#: (206) 808-5764 Ext.
Fax#: (206) 808-5784

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 collective bargaining agreement (CBA) between NFFE Local 1998 and Passport Services (Department of State) requires that Management notify the Union of any proposed changes (including changes relating to Management Rights) in advance in writing, and grants the Union up to 30 days to request negotiations (Article 12, Sections 2 & 3). In addition, Article 35, Section 8 of the CBA also requires that "When the Employer determines that work will be contracted out that is being performed by bargaining unit employees, the Employer will notify the Union. The Union may request negotiations as appropriate."

On May 29, 2007 Passport Services HQ notified NFFE Local 1998 that it was planning to use contractors – non-governmental workers – accept passport applications at the public counter, initially at the Passport Agencies in Boston and Philadelphia. This involves interviewing the applicant, administering an oath, verifying and recording identification, verifying that the person applying is the same as the person as the person in the photo and the person pictured on the identifying document(s), and signing the application. This has always been considered – by Passport Services HQ itself – to be an "inherently governmental function" and had never been contracted out. That same day the Union responded that it opposed the plan and asked when HQ was planning to implement. HQ replied that same day that it was to be within a few weeks.

On June 1st the Union formally invoked its right to bargain on this issue, citing Article 12 and Article 35, Section 8. On June 5th HQ responded that the Union's request to negotiate was "premature" as this was to be a "pilot program". On June 6th the Union queried HQ, asking if that meant that HQ had decided not to implement the plan, adding: "Our request to negotiate still stands. We want to negotiate prior to the implementation of a pilot program or a final plan or whatever." Later that same day the Union emailed specific negotiable proposals to HQ that the Union wanted to bargain over prior to implementation. Some of the proposals were literally "copied and pasted" from FLRA negotiability decisions. On June 7th, HQ responded again that the Union's request to negotiate was "premature". On June 8th, Management implemented the plan – contractors began accepting applications at the public counter at the Philadelphia Passport Agency. Management made the change only 10 days after notifying the Union, after the Union invoked its right to bargain, but without bargaining with the Union. Because of the Article 35, Section 8 "automatic opener", the "covered by" doctrine does not apply – Management does have a bargaining obligation on this issue. Therefore, Management committed an unfair labor practice.

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

Type or Print Your Name

Your Signature

6-12-2007

Date