



**UNION FILES GRIEVANCE ALLEGING THAT GIC AT PTWC
ILLEGALLY BY-PASSED UNION AND ENGAGED IN WASTE,
FRAUD AND ABUSE BY DEVELOPING PLANS TO SPEND \$400,000
"WINDFALL"**

NWSEO has filed a union grievance alleging that management of the Pacific Tsunami Warning Center has violated Article 8, sections 1, 2 and 3 of the parties' CBA, as well as the May 15, 2007 agreement in settlement of a similar earlier grievance. In addition, the union alleges that management engaged in an unfair labor practice by bypassing the union and negotiating directly with bargaining unit employees in violation of 5 U.S.C. section 7116(a)(1) and (5). We also allege that the management of the PTWC has engaged in fraud, waste and abuse.

On May 5, 2007, the Geophysicist in Charge of the PTWC sent an email to all bargaining unit employees at the PTWC informing them that the Center had received a "windfall" of funding as a result of the proceeds from the government's sale of the electromagnetic spectrum. The GIC stated that the PTWC had been allocated an additional \$400,000 "that must be spent by the end of this fiscal year." In this email the GIC solicited suggestions directly from the bargaining unit on how this money could be spent on staffing and operations. He the received, directly from a bargaining unit employee, a list of proposed staffing increases, facility modifications, contracting-out, training and operations changes suggested by individual members of the bargaining unit. On May 7, the GIC conducted a meeting with bargaining unit employees at the PTWC and negotiated with them over these suggestions and developed a spending plan to alter staffing, training and operations at the PTWC. This meeting was conducted at a time that the union's steward was off-Island and could not attend. The steward called into the meeting and notified the GIC that the meeting was illegal and that these subjects should only be discussed with the union in the context of a "Local Office Team" (LOT) meeting under the procedures and auspices of Article 8 of the CBA. The GIC refused to terminate the illegal meeting.

Management has agreed, in Article 8, Section 1 of the CBA, to obtain input from, and to deal with the union – and only the union – on all matters affecting the conditions of employment of bargaining unit employees, as well as those matters that are "traditional management prerogatives" such as "the structuring of the workforce and the agency's method of operations." The NWS has agreed:

Both parties will practice pre-decisional involvement, which is defined as soliciting employee input, through the procedures contained in this article, into decisions which affect them prior to the final decision. Inasmuch as NWSEO has been certified as the exclusive representative of bargaining unit employees, the parties recognize that all employee input will be provided through the appropriate union representatives. . .

Further, in Article 8, Section 2 the NWS has agreed that this input would be obtained by convening a “LOT” meeting with the union steward – not a staff meeting in his absence:

When local management contemplates or proposes a change which materially affects office operations or working conditions of bargaining unit employees at the local level, he/she shall request a LOT meeting with the steward and shall place the matter on the meeting’s agenda, which must be prepared in advance. This LOT meeting should be held prior to local management making a final decision on the contemplated changes so that predecisional input can be obtained.

The manner in which the GIC obtained employee input on changes to PTWC staffing and operations was a blatant disregard of these contractual requirements. It also constituted “direct dealing” with bargaining unit employees in violation of the Federal Service Labor Management Relations Statute.

The GIC’s misconduct is particularly egregious because the GIC is a “serial violator” of Article 8. Just last year, the parties settled a similar grievance. In the May 15, 2007 agreement that arose out of that settlement, the NWS agreed that “any recommendations or decisions concerning either office operations or conditions of employment of bargaining unit employees must be developed or made by the LOT,” and that any “written comments or suggestions” concerning such matters “will be submitted to the union steward rather than to management.”

Furthermore, the GIC’s rush to develop a plan to spend the \$400,000 “windfall” by the end of the fiscal year constitutes waste, fraud and abuse, and jeopardizes other NWS programs as well as the agency’s reputation and future funding.

As relief, NWSEO demands that; the GIC be removed from all supervisory responsibilities at the PTWC; that all NWS managers undergo training on the obligations imposed by Article 8; that management post at the PTWC and provide to each unit employee at the PTWC a notice similar to the notices which the FLRA requires to be posted in unfair labor practice cases assuring employees that it will no longer deal directly with employees on conditions of employment or otherwise bypass the union; and that management agree to conduct a mandatory joint labor-management training at the PTWC for all unit employees as well as supervisors on Article 8 and bypass issues, and that management pay for all costs for the union’s President and General Counsel to be co-presenters at such a training session. We also demand that management immediately provide the union with copies of all plans, proposals or memos developed directly or indirectly from the May 7 bypass, that all such plans be cancelled, and that a LOT meeting be conducted in accordance with Article 8 to obtain pre-decisional input before management makes any decision to expend extra funding on the PTWC’s staffing and operations.