

**Agreement Between**

**PASSPORT SERVICES**

**U.S. Department of State**



**National Federation of Federal  
Employees – Local 1998**

**IAMAW, AFL-CIO**



July 2001



**Agreement Between Passport Services and the  
National Federation of Federal Employees—Local 1998,  
Federal District 1, International Association of Machinists and  
Aerospace Workers, AFL-CIO**

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## **ARTICLE 1 PREAMBLE**

Pursuant to the policy set forth by Title VII of the Civil Service Reform Act of 1978 (5 U.S.C. Chapter 71) governing Federal Labor-Management Relations and applicable subsequent executive orders, the following articles of this basic agreement, together with any and all supplemental agreements and/or amendments which may be subsequently agreed to, constitute the total agreement between Passport Services, Bureau of Consular Affairs, United States Department of State, (hereinafter called the EMPLOYER), and the National Federation of Federal Employees, Local 1998, Federal District 1, International Machinists and Aerospace Workers, AFL-CIO, (hereinafter called the UNION), for the employees in the unit described in Article 2, below (hereinafter called the EMPLOYEES). The Employer and the Union are collectively referred to as the PARTIES.

This agreement is entered into pursuant to the Certificate of Representation, dated September 10, 1985, in Federal Labor Relations Authority Case No. 3-UC-50003.

The Employer has determined that the mission of the Employer is to adjudicate a passport applicant's citizenship and nationality status and to issue U.S. passports to U.S. citizens and nationals.

The Parties agree to fulfill the mission by maintaining and enhancing the integrity of the U.S. passport and the passport issuance process, and by providing prompt, efficient, and courteous service to our customers.

The Parties agree that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them:

- a. safeguards the public interest;
- b. contributes to the effective conduct of public business, and
- c. facilitates and encourages the amicable settlement of disputes between the Employer and the Union involving conditions of employment.

The Parties further agree that the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government. Therefore, labor organizations and collective bargaining in the Civil Service are in the public interest. The Parties also agree that this contract should be interpreted and administered in a manner consistent with the requirement of an effective and efficient Government.

The Union agrees to cooperate with the Employer in introducing personnel practices and technology which will improve productivity and service to the public.

The Parties hereby affirm their commitment to build a positive and cooperative bilateral relationship to jointly achieve the mission. The Parties are committed to the collective bargaining and partnership process to achieve the effective conduct of the public business and employee well being.

The Parties to this Agreement, intending to be bound hereby, agree as follows:

**ARTICLE 2**  
**RECOGNITION AND UNIT DESIGNATION**

1. RECOGNITION: The Employer recognizes that the Union is the exclusive representative of all employees in the unit described in Section 2 below.
2. UNIT: The unit to which this agreement is applicable is composed of all employees of the Passport Services, Bureau of Consular Affairs (Nationwide), including seasonal employees and temporary employees whose appointments are in excess of 700 hours.

The unit excludes all professional employees, temporary employees whose appointments are for 700 hours or fewer, employees appointed under the Foreign Service Act, and employees described in 5 U.S.C. 7112 (b)(1), (2), (3), (4), (6), and (7).

### **ARTICLE 3 DEFINITIONS**

For purposes of this Agreement, the terms listed below are defined as follows:

1. UNION: The National Federation of Federal Employees, Local 1998, Federal District 1, International Machinists and Aerospace Workers, AFL-CIO.
2. EMPLOYER: U.S. Department of State, Bureau of Consular Affairs, Passport Services, Passport Agencies.
3. EMPLOYEE: Bargaining Unit Employee as described in Article 2.
4. PARTIES: The Employer and the Union collectively.
5. UNION OFFICIAL and/or UNION REPRESENTATIVE: A duly elected or appointed representative or designee of the Union, and any accredited National Representative of the National Federation of Federal Employees, Federal District 1, International Machinists and Aerospace Workers, AFL-CIO.
6. NEGOTIATION: The performance of the mutual obligation of the Employer and the Union representatives to meet at reasonable times and to bargain in a good faith effort to reach an agreement with respect to the conditions of employment affecting employees and to execute, if requested by either party, a written document incorporating any agreement reached.
7. NEGOTIABILITY DISPUTE: A disagreement between the Parties as to the obligation of either Party to negotiate over a proposal.
8. JOINT MEETINGS: Meetings between the Parties which are held for communication and exchange of views on matters that affect conditions of employment of unit employees.
9. AMENDMENTS: Modification of this Agreement through negotiated changes, additions and deletions to any Article or section thereof.
10. SUPPLEMENTS: Additional articles, negotiated during the term of this Agreement, to cover matters not adequately covered by this Agreement.
11. GRIEVANCE: Any complaint by an employee concerning any matter relating to employment of the employee; by the Union concerning any matter relating to the employment of any employee; by any employee, the Union or the Employer concerning the effect or interpretation or claim of breach of a collective bargaining agreement, or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
12. DAYS: Refers to calendar days, unless otherwise noted.
13. AUTHORITY: The Federal Labor Relations Authority established by the Civil Service Reform Act of 1978 (5 U.S.C. Chapter 71).
14. PANEL: The Federal Service Impasses Panel established by the Civil Service Reform Act of 1978 (5 U.S.C. Chapter 71).

**ARTICLE 4**  
**UNION/MANAGEMENT COOPERATION AGREEMENT**

1. The goals of the Union/Management Cooperation Agreement are to further the agency mission, foster more productive and cost effective service to the agency's customers, and enhance the working conditions and morale of the employees.
2. The parties will select their own representatives and will actively cooperate in developing positive accomplishments in their interaction. Management shall select all managerial/supervisory representatives and the Local shall select all bargaining unit representatives. Either party may suggest representatives to the other, and all suggestions shall be given fair and honest consideration. The Union has the right and responsibility to develop and communicate suggestions and positions of the bargaining unit.
3. Union/Management Councils shall be formed at two organizational levels. The parties shall form one council on a national basis between Passport Services upper management and the Local. This shall be called the National Union/Management Council. The parties shall also form union/management councils at each of the Passport Field Agencies. These shall be called (name of city) Regional Union/Management Council (e.g., New Orleans Regional Union/Management Council, Los Angeles Regional Union/Management Council, etc.) Except as where agreed to by the parties, the Regional Councils shall be represented by an equal number of management and Local 1998 representatives.
4. Except as where otherwise agreed to by the parties, the National Union/Management Council will meet once a year under the provisions of Article 7, Section 2 of the negotiated agreement between Passport Services and NFFE Local 1998. The length of the meeting may extend up to two days as necessary due to the number of agenda items. The National Council shall also conduct three conference calls between the representatives, scheduled for the quarters when the annual meeting is not held.
5. Local representatives shall advise their supervisor of the scheduling of the meeting and the conference calls on the same day they are advised of the information. Official time shall be allotted as needed for the meeting and the conference calls.
6. It is the purpose of this Agreement to involve employees and union representatives as full partners with management representatives. To this end, the Union/Management Council shall consider problems at the predecisional stages, crafting solutions to promote the Department's objectives, serve the customers, and meet employee needs; and design and create procedures and practices to achieve bilateral resolution of issues between labor and management. Individual grievances shall not normally be discussed at Council meetings or conference calls, and will not be decided within this forum.
7. The Employer agrees to provide the Union with material related to working conditions. The Employer will share regular updates on other activities. The Union may request additional information in the course of monthly briefings. If available, management will provide such information.
8. The parties recognize that training in cooperative labor management relationships, such as interest-based bargaining, conflict resolution, alternative dispute resolution techniques, and communications skills, may be useful in enhancing the Council's accomplishments.
9. The Council will make decisions by consensus.
10. The Employer will notify the Union if and when a Department level union/management council is instituted and of any action taken by that council on issues that impact on the bargaining unit.

## **ARTICLE 5 MANAGEMENT RIGHTS**

1. In the administration of all matters covered by this agreement, the Parties and the employees are governed by existing or future laws and agency regulations in existence at the time this contract is approved.
2. Subject to Section (3) of this Article, nothing in this Agreement shall affect the authority of any management official of the Employer:
  - a. To determine the mission, budget, organization, number of employees, and internal security practices of the Employer; and
  - b. In accordance with applicable laws:
    - (1) To hire, assign, direct, lay off, and retain employees in the agency (Department of State), or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
    - (2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency (Department of State) operations shall be conducted;
    - (3) With respect to filling positions: To make selections for appointments from: (A) among properly ranked and certified candidates for promotion; or (B) any other appropriate source; and
    - (4) To take whatever actions may be necessary to carry out the Employer's mission during emergencies.
3. Nothing in this Article shall preclude the Employer and the Union from negotiating:
  - a. At the election of the Employer, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.
  - b. Procedures which management officials of the Employer will observe in exercising any authority under this Article; or
  - c. Appropriate arrangement for employees adversely affected by the exercise of any authority under this Article by such management officials.

The Agency will comply with the Federal Service Labor Management Relations Statute (5 U.S.C. Chapter 71).

## **ARTICLE 6**

### **EMPLOYEE RIGHTS & RESPONSIBILITIES**

1. UNION MEMBERSHIP:

- a. Employees in the unit shall be protected in the exercise of their right, freely and without fear of penalty or reprisal, to form, join, and assist any labor organization, or to refrain from such activity. This Agreement does not prevent any employee, regardless of labor organization membership, to bring matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations, or Employer policies, or from choosing his or her own representative in a statutory appeal action.
- b. Nothing in this Agreement shall abrogate any employee right or require an employee to become or to remain a member of a labor organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.
- c. The Employer shall not discipline or otherwise discriminate against any employee because he or she has filed a complaint or given testimony under the Civil Service Reform Act, this grievance procedure, or any other available procedure for redressing wrongs to an employee.
- d. The Employer will not coerce or in any manner require employees to invest their money, donate to charity, or participate in activities, meetings, or undertakings not related to their performance of official duties.

2. REPRESENTATION: An employee has the right to the opportunity to be represented by the Union at:

- a. Any formal discussion between one or more representatives of the Employer and one or more employee(s) or their representatives concerning any grievance or any personnel policy, practice or other general condition of employment.
- b. (Weingarten Rights) Any examination of the employee by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation. Employees shall be provided annual notification of this right.

3. INFORMING THE EMPLOYEE: Employees shall be kept informed of rules, regulations and policies under which they are obligated to work. Such information will be given to each new employee and will be highlighted during orientation sessions for new employees.

4. Employees have the right to engage in outside activities and employment of their own choosing, and otherwise conduct their private lives as they see fit, provided they meet all applicable laws and regulations.

5. All unit employees and Employer officials deserve and shall be entitled to be treated with mutual respect, dignity, common courtesy and consideration, and will be treated equitably.

6. NONDISCRIMINATION: No employee will be discriminated against by either the Employer or the Union on account of race, color, religion, sex, sexual orientation, national origin, age, marital status, disability, or lawful political affiliation. No employee will be reprisal against for participation in protected EEO activity.

7. OFFICE ATTIRE: Employees will observe reasonable dress, appearance and grooming standards as determined by each regional union/management council where the Regional Director is on the committee. Where the Regional Director is not on the committee, the decision of the committee shall be referred to the local union representative and the Regional Director for consideration. If both agree, the policy shall be adopted. If the union/management council recommendation is not adopted, existing practices shall continue. All attire standards will be conducive to a working environment that is safe, productive and non-disruptive and conveys a sense of service and professionalism to the public.



8. NAME PLATES: All employees who are expected to deal with the public will be provided a nameplate by the Employer. The employees' nameplates must be displayed at the workstation. Employees within each agency will by a majority agree on uniform wording for the nameplates in that agency.
9. ACCESS TO INFORMATION: Upon written request, employees will be given the opportunity to review State Department and Employer directives and regulations. The employee may be given time during the workday to review these regulations and directives. On written request, the Employer will provide copies of directives and regulations not locally available. In addition, when a written request is imprecise in its request for information, the Employer agrees to help an employee identify and find a specific law, rule, regulation or directive.
10. Employees have the right to discuss their problems with the Personnel Office, Equal Employment Office or Counselor, Union representative, Employee Assistance Office, and/or a person designated to provide guidance on questions of conflict of interest in accordance with established procedures in this agreement and when timing is acceptable to their supervisor.
11. Employees are entitled to a reasonable amount of official time whenever discussing, preparing, or filing complaints, and when meeting with Union representatives or management representatives concerning any complaint or working condition of the Employer.
12. Permission must be obtained from the immediate supervisor and arrangements made with the Regional Director/office Director before the employee leaves the workstation. Normally an employee will be released as soon as possible when requested unless work conditions require his/her presence on the job. When release cannot be accomplished immediately, the employee will be released as soon as possible. An employee not on duty need only make arrangement with the Regional Director/Office Director.
13. PERSONNEL OFFICE: The Personnel Office is committed to providing prompt and courteous human resource service to all program areas and to all employees within the Bureau of Consular Affairs.
  - a. The employee will have confidential access to a personnel specialist. The name and phone number for the Agency's servicing personnel specialist shall be posted in a prominent location.
  - b. The Employer agrees it is desirable to have representatives from the servicing personnel office visit regional offices annually to provide information, answer questions on personnel issues and perform other responsibilities. Such visits will be made based upon need, funding, and resources.
  - c. Promotions, awards, and personnel actions will be processed in a timely manner.
  - d. The Personnel Office will ensure that all personnel actions and errors in personnel or payroll matters are processed or corrected as soon as possible after the employee brings them to the attention of the supervisor, the Regional/Office Director, or the assigned Human Resource Specialist. Action will normally be completed within two (2) pay periods, unless otherwise specified within this Agreement, law, or government-wide regulation. Within-grade increases will be effective within one pay period after the eligible date for those employees who have met the eligibility requirements.
14. RELOCATION: An employee may request relocation in writing at any time. The request must be submitted to the Regional or Office Director stating the specific reasons for the request and the office or Agency to which the employee would like to be assigned. The Employer will consider the request and will provide a written response within 30 days of receipt. If the Employer rejects the request, the reasons for rejection will be given.

It is understood that a negative decision on a relocation request may not be grieved unless there is an allegation that the Employer has violated this Agreement or a published law, rule or regulation.

15. CORRECTIVE ACTIONS: Employees will normally not be admonished, counseled or given verbal warnings except in a setting that protects an individuals' dignity and confidentiality. It is recognized, however, that in some instances the corrective action must be given immediately, on-the-site where the improper behavior occurred.

16. RECORD RETENTION: Employees will receive copies of all documents placed in their official personnel files and in the administrative files maintained on employees by management at the local level. Records will not be retained longer than the period prescribed by Government wide or Agency regulations. Copies of employee records will be provided to employees upon request and where permitted by regulations.
17. TESTIFYING: When an employee is requested to testify in his/her official capacity on behalf of the Government, the Employer will determine the appropriate response to the request. If an employee is directed to testify, the Employer will ensure that the employee, to the extent possible, will receive all necessary cash advances and transportation arrangements prior to the commencement of travel.
18. EMPLOYEE REPORTS: Employees working with the public may request time away from the public area if the employee has been threatened either verbally or physically by an applicant. The supervisor will evaluate the situation and allow the employee time away from the public area when it appears helpful and when the work requirements permit. The employee will be given time to prepare a report of the incident and present it to the immediate supervisor.
19. REPLACEMENT PAY: In the event that the employee fails to receive pay on the established payday or electronic transfer of funds (EFT) has not been effected, the employee will immediately notify the supervisor and the Employer will immediately notify Consolidated American Payroll. The Employer will make every effort to ensure that the employee is issued pay as soon as possible. Further, in the event of lost or stolen paychecks, the employee must immediately notify the Employer in writing detailing the facts and requesting a replacement paycheck.
20. CONFLICT RESOLUTION: Where a conflict exists between an employee and his/her supervisor and the employee and supervisor have tried to resolve the conflict, the employee may request the assistance and intervention of the next higher level of supervision/management. The Employer will thoroughly explore all factors related to the conflict and attempt to achieve a satisfactory working arrangement between the employee and supervisor. The parties agree that such meetings between the employee and one supervisor/management official will not be considered a formal meeting unless there is an impact on other employees (see Article 7, Section 4).
21. PERSONAL USE OF GOVERNMENT EQUIPMENT:
  - a. Employees may use office equipment if it involves negligible additional expense to the government — such as electricity, ink, small amounts of paper, and wear-and-tear. Supervisors should be consulted if there is any question over whether such use is in fact “negligible” or “small.”
  - b. Employees are authorized to make limited personal local telephone/fax calls and calls that are charged to non-government accounts (e.g., personal telephone credit cards).
  - c. All employees shall have access to an e-mail and voice-mail account, where the office has such facilities.
  - d. Employees shall be allowed Internet and Passport Services Intranet access, where available.
  - e. Use of all of the above equipment and services must not interfere with official business. Personal use must generally be restricted to personal time.
22. LUNCHROOM: Management will attempt to secure space in the work place that can be used for employee meals and breaks. Such space will be located in an area that is accessible to all unit employees. The area should be of sufficient size and furnished to accommodate the work force in that location.
23. PAST PRACTICES: Where established working conditions or past practices relating to conditions of employment exist that are not in conflict with this agreement or its amendments, the conditions or practices may be continued until either party pursues and accomplishes changes through procedures that conform to legal and regulatory requirements.

## **ARTICLE 7**

### **UNION RIGHTS AND REPRESENTATION**

1. **RECOGNITION:** The Employer recognizes that the Union has the exclusive right to represent all employees in the unit in negotiations and formal meetings with the Employer, with regard to matters affecting the conditions of employment.
  - a. The Employer agrees to respect the rights of the Union.
  - b. The Union has the right to present its views, ideas or recommendations to any level of management, or other officials of the executive branch of the Government, the Congress, or other appropriate authorities regarding personnel policies, practices or conditions of employment.
  - c. Upon request from either party, Union officials and Employer supervisors shall informally discuss items of concern in the application of the Agreement or law, rule or regulations to avoid misunderstanding. Representatives of the union and Employer shall not refuse to meet to discuss these matters.
  - d. The Employer will recognize elected union officers and appointed representatives throughout the bargaining unit. The Union will supply the Employer in writing, and will maintain on a current basis, a list of the Union officials. At a minimum, the list shall be forwarded to the Employer on a semi-annual basis. The list will identify the group of bargaining unit employees each official is designated to represent. Except as provided in paragraph e, Union officials will provide representational services on official time only to employees within their representational area.
  - e. In any field agency where the Union is unrepresented by an official or steward, the Union President will be given advance notice of any formal change in policies, procedures, working conditions or grievance discussions. In those instances the Union may assign another Union official from outside the Agency to assist the employee. These dealings will be undertaken to the fullest extent possible by telephone, mail or other means. If it becomes necessary for a Union official to personally visit the Passport Agency to assist the employee, it shall normally be the nearest official. The Employer will not be responsible for travel and per diem cost of the Union official. However, the official shall be permitted official time as provided in Section 5 to represent the employee and for travel time to and from the location.
  - f. The Employer agrees to recognize duly accredited representatives of the NFFE National Office. The Union shall provide notice in accordance with section 6 to the Employer of visit to be made by representatives of the National Office.
2. **UNION-MANAGEMENT MEETING PROCEDURES:** The meeting is intended to provide the parties an opportunity to mutually explore matters concerning the labor-management relationship and effective operations of the organization. The party requesting the meeting shall provide an agenda of subjects to be discussed. The other party may also provide a list of subjects which will be discussed. The agenda items shall not be subjects of individual or institutional grievances but will pertain to matters of mutual concern of the parties. The meeting will be for one day.

The meeting will be held on a mutually agreeable date during the first year of this agreement and each year thereafter. Management will provide official time and expenses for travel and per diem for the Union President and up to 3 other representatives as designated by the Union. The names of the Union official must be provided to the Employer 30 days in advance of the meeting.

3. REPRESENTATION:
- a. The initial point of contact shall be the lowest level Employer official and lowest level Union official having responsibility to act. If either Party at the initial point of contact feels a matter is outside its jurisdiction, the matter shall be referred immediately to the next higher level.
  - b. The Employer's contact for matters affecting more than one agency or beyond the headquarters office is the Union President, or in the case of a vacancy in that position whomever the Union designates. The Union may authorize the NFFE National Office to act on its behalf in any dealings with the Employer. Dealings will be undertaken by mail, telephone, or as otherwise mutually agreed.
4. FORMAL DISCUSSIONS: The Union shall be provided an opportunity to be present at any formal discussions between Management and an employee(s) concerning any grievance, personnel policy or practices or other general condition of employment.
5. OFFICIAL TIME: Official Time will be granted in accordance with 5 U.S.C. 7131.
- a. The following Union officials shall be granted a reasonable amount of official time to perform representational and contract administration functions:
    - (1) President
    - (2) Secretary/Treasurer
    - (3) One Vice-President at each Regional Agency and one for headquarters
    - (4) One Steward at each agency/location where there are less than 40 bargaining unit employees; two stewards at each agency/location where there are 40 to 80 employees; and three stewards at each agency/location where there are more than 80 employees.
    - (5) Unit employees appointed to represent the Union to discuss or negotiate with the Employer in a joint meeting.
  - b. Reasonable time for representational and contract administration functions must necessarily depend on the facts and circumstances of each case, e.g., number and nature of allegations, number and complexity of supporting specifics, the volume of supporting evidence, availability of documents and witnesses and similar considerations. To that end, except for the Union President, reasonable time is presumed to be up to 15% of duty time during any week as requested and approved. Any additional time as needed will be approved on a case by case basis by the Regional or Office Director. The decision to approve additional time will depend on the facts and circumstances of each case. Any Union official may request a two hour block of time per week for representational purposes. The two hour block will count against the allotted amount for the week. All requests for representational time will be made in advance.
  - c. The Union President will be granted 60% duty time for representational functions including, but not limited to, handling complaints, contract administration, assisting representatives with representational issues, and appropriate legislative functions.
  - d. Thirty-two (32) hours of official time will be provided annually to the Secretary/Treasurer for preparation of information reports required under 5 USC 7120 (c), including financial reports and trusteeship reports. The Secretary/Treasurer will be granted official time for actual time spent communicating and transmitting dues withholding issues to the Personnel Office, or other designated management official. No official time is authorized for the processing or batching of dues withholding forms. The Secretary/Treasurer shall also be entitled to up to 2 hours per week for time approved and actually used for representation purposes, subject to

conditions in this article. The Secretary/Treasurer shall also receive official time in accordance with the subsection above when serving as Local 1998 President.

- e. In addition to the above, Union officials will be granted reasonable amounts of official time to attend Employer initiated meetings. Official time will not be authorized for the performance of internal Union business, which includes soliciting membership, election of officers, and collection of dues.
6. PROCEDURE FOR OFFICIAL TIME: The representative will consult his/her supervisor to obtain concurrence for official time usage. The representative will provide the approximate amount of official time that will be needed, a telephone number where the representative may be contacted and a general description of the duties (e.g. employee complaints, ULP investigations). If the representative requires more official time than originally approved by the supervisor, he/she will contact the supervisor to obtain additional time.

Normally a representative will be released unless work conditions require his/her presence on the job. When release cannot be accomplished immediately, the representative will be released as soon as possible and the representative will be notified by the supervisor of approximately when that time will occur. If a visit to a bargaining unit employee is required, the representative must consult with and obtain concurrence from the supervisor of the employee on the proposed time before the visit.

The representative will inform his/her supervisor upon return to his/her official duties. If the supervisor is absent, the representative will leave a note documenting the time of return.

All Union representatives shall document their use of official time in the same manner as their work output is accounted. Employees who use official time but do not have a regular work output form for accountability shall record official time on the official time charge form.

Bargaining unit members who are conferring with recognized Union officials will be granted official time on the same basis that the Union official has requested official time.

The Policy and Procedures of this Article on the use of official time must be used by employees who are engaging in self representation.

- 7. INTERNAL UNION BUSINESS: Internal Union business (solicitation of Union membership, election of Union officials or collection of dues) will be conducted during the non-work time of the employees involved. Upon request and subject to normal security limitations, the Union will be granted authority at each agency to conduct two (2) membership drives of up to fifteen (15) days each per year, before and after work hours and during scheduled break periods and lunch periods. The agency will provide tables and easels at convenient locations for the use of the Union drive.
- 8. FREEDOM FROM RESTRAINT: There shall be no restraint, coercion or discrimination against any Union official because of the performance of duties in consonance with this Agreement and the Civil Service Reform Act of 1978, or against any employee for filing a complaint or acting as a witness under this Agreement, the aforementioned Act, or applicable regulations.
- 9. The Employer agrees to keep the Union informed about proposed changes to employee benefit programs and new proposals, such as family leave, subsidized childcare, and transit vouchers. Periodic updates will include information on the progress of development and proposed deployment timeframes.

## **ARTICLE 8 USE OF OFFICIAL FACILITIES AND SERVICES**

### **1. SPACE:**

- a. The Employer agrees to provide one desk or workstation per office for use by Union representatives who have not been assigned a permanent desk. The Employer agrees to provide the Union President sole use equipment as needed, including a telephone with voice mail, where available, and a computer with e-mail and a separate e-mail address. A sole use office for the Union President will be provided where available.
- b. The Employer shall identify existing and available bar lock cabinets. In agencies where available cabinets exist, the Employer will provide the designated representative one cabinet with a minimum of two drawers. In Agencies where no existing cabinets are available, and there is a designated representative, the Employer shall provide a two drawer cabinet. In both cases the Employer and designated Union representative shall work together to identify a mutually agreeable location for cabinet placement.
- c. On a space available basis, the Employer will provide the Union with space for Union meetings of bargaining unit members who are in a non-duty status. Requests for use of space for meetings must be initiated in advance. Normally the Union will provide two (2) days notice prior to the meeting so that the availability of the space may be determined. This space will be provided at a time when security requirements would not cause additional managerial hours to be worked, or when additional costs would not be incurred. When security requirements conflict, an alternate time or location for the meeting will be established.
- d. The Employer acknowledges that it is desirable for the Union representative to have access to space which is reasonably private to conduct meetings with employees and conduct other required representational duties. Where the employer has such space available, it will be made available to the representative to the extent feasible. Depending upon the situation this space may be assigned indefinitely or temporarily.
- e. The Union understands that the Employer has the right to preempt for their use space previously provided to or reserved by the Union. When the Employer determines the need to relocate or temporarily preempt for its own use space previously used or reserved by the Union, the Employer's representative and the appropriate Union official will negotiate on the change, attempting alternative arrangements to provide not less than the previous amount of space.
- f. The union will comply with all Employer security and GSA buildings management regulations with respect to its use of any facilities.
- g. The Union agrees to exercise reasonable care in using such space, and will leave it in a clean and orderly condition. The Union understands that its failure to leave space in a clean and orderly condition would be cause for a suspension or termination of this privilege.
- h. The employer will notify the union prior to undertaking any moves of more than one bargaining unit employee. The union may request negotiations as appropriate.

### **2. COMPUTERS & PRINTERS:**

- a. The Employer will permit Union representatives to use computers and printers. Such use is authorized as long as only small amounts of paper are involved and as long as the use does not interfere with official government business. The Union must supply the paper if more than small amounts of paper will be used.
- b. E-mail and the Passport Services Intranet may be used by Union representatives for representational and other Union purposes, excluding collection of dues and election of officers.

3. USE OF TELEPHONE SERVICE: A Union official may use the Agency telephone for communication of representational matters. Calls made or received during work hours will be on official time. Those calls over 5 minutes shall be arranged in accordance with Article 7, Section 6 and shall be recorded as such. The Employer, upon request, will make suitable privacy arrangements for designated representatives to use a telephone for representation functions.

The Union will pay for Agency long distance telephone services used for internal Union business.

The use of the Agency FAX facilities may be made available to the Union to communicate documents to management officials and to communicate documents to Union officials for representational purposes.

4. INTERNAL MAIL SERVICE:

- a. The Employer will permit the Union to use the existing Passport Services mail and distribution facilities to correspond with:
  - (1) Members of the bargaining unit;
  - (2) Union officials; and
  - (3) Appropriate management officials on matters concerned with the Union's role in administering this agreement. The Union will place such correspondence in individually addressed envelopes.
- b. The Employer will not charge the Union for this mail and distribution service. The Employer will not process or pay for the Union's mailing through the U.S. or any other franked mail system.

5. BULLETIN BOARDS:

- a. Bulletin board space of approximately 24" by 36" for posting notices and literature, limited to NFFE local use only, will be made available at each location.
- b. The Union is responsible for posting and maintaining material on its bulletin boards in an orderly manner.
- c. The Union agrees that all material posted on union bulletin boards will be appropriate for a professional work place, be factually correct, and will comply with all applicable laws.
- d. All postings will be marked prominently as "Union Notices," and only the designated bulletin boards will be used for such postings.
- e. The Union assumes all responsibility for the preparation and reproduction of materials posted under this Section.
- f. Management has the right to remove any union material not posted in accordance with the provisions of this Section.

6. COPIES OF AGREEMENT: Booklet copies of this Agreement shall be furnished by management to all management officials, bargaining unit employees on duty as of the date of the Agreement, and to all bargaining unit employees entering on duty after the date of this Agreement. Twenty-five (25) additional copies of this Agreement will be furnished to the Union for its use. The cost of printing this Agreement shall be borne by the Employer.

The Agreement will also be made available electronically via the Passport Services Intranet as it becomes available. Amendments to this Agreement will be distributed through the same channels agreed upon for the distribution of the Agreement itself.

7. UNION ACCESS TO REGULATIONS:

- a. The Employer will make available to the Union officials publications of the Office of Personnel Management, the Merit Systems Protection Board, including regulations, supplements and classification standards which may be available. In addition, upon request, each Regional or Office Director will provide the Union officials access to OPM and Passport Services/ Department of State policy directives and regulations relating to unit employees or their working environment, if available.
  - b. The Employer agrees to provide the Union President with copies of appropriate 3 FAM regulations along with copies of PPT directives and regulations.
8. OTHER SERVICES: Union representatives may be permitted to use copying machines for representational purposes as long as small amounts of paper are used and use of equipment does not interfere with government business. The use of the copier will not arbitrarily be withheld.

Union representatives may be permitted to use typewriters. Requests will be granted where the employer determines the work permits and the machines are available.



## **ARTICLE 9**

### **VOLUNTARY ALLOTMENT OF UNION DUES**

1. The Employer agrees to continue to deduct Union dues from the pay of bargaining unit employees who voluntarily request such deductions, and who are members in good standing in the Union.
2. Any employee desiring to have Union dues deducted from pay may complete and sign the appropriate portions of Standard Form 1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues." Section A of the form will be completed and certified by the Treasurer of the Union or other designee(s), who will forward or deliver it to the Personnel office of the Bureau of Consular Affairs, Department of State, where it will be certified by the Personnel Officer if the employee is eligible next full pay period following receipt by the Payroll Office of Standard Form 1187. The Employer will maintain a copy of the SF1187 for one year. If a request for allotment is denied, the Employer will immediately advise the Union Treasurer in writing of the reason for denial.
3. The President or other authorized officer of the Local shall notify the Personnel Office of the Bureau of Consular Affairs, Department of State, when the local dues structure changes.
4. Authorized deductions will be made each bi-weekly pay period from the pay of an employee who has requested such allotment. It is understood that no deduction will be made in any period for which the employee's net earnings after other deductions are insufficient to cover the full amount of the allotment for dues.
5.
  - a. A check for the aggregate bi-weekly authorized deduction will be transmitted to the National Union's Secretary Treasurer on behalf of Local 1998. The following information will be submitted to the National office at the time of the bi-weekly transmittal: name of each employee for whom a deduction is made and the gross amount deducted and remitted to the National Union.
  - b. The Employer will provide to the Local Secretary-Treasurer a quarterly listing of employees for whom dues were deducted, showing the gross amount deducted.
6. No fee will be charged an employee or the Union for services rendered in connection with the deduction.
7. A Union member may revoke his/her allotment for Union dues by submitting to the Bureau of Consular Affairs Personnel office a completed and signed Standard Form 1188. Other written notification of revocation signed and dated in duplicate by the member will also be accepted. A revocation received by the Bureau of Consular Affairs Personnel Office during the course of the employee's first year of dues allotment will become effective on the first anniversary of the signing of the SF1187. Any subsequent revocation will normally take effect within two (2) full pay periods after March 1st of any calendar year, provided that revocation has been received in the Payroll Office prior to that date. The Department will provide the Secretary/Treasurer with a copy of the Standard Form 1188 or revocation document submitted in lieu thereof.
8. All deductions of Union dues provided for in this Article shall be automatically terminated in the event of loss of exclusive recognition, or upon termination of the obligation to withhold dues under this Agreement. Any individual allotment for dues withholding shall be automatically terminated upon the separation or transfer of the employee from the unit, or when an employee has been suspended or expelled from the Union. The Employer will notify the Union on a bi-monthly basis when there is an interruption in the dues withholding status of bargaining unit employees.

9. The Union will give prompt written notice to the Bureau of Consular Affairs Personnel Office in the event an employee having Union dues deducted ceases to be a member in good standing, in order that the Department may terminate his/her allotment for dues.
10. The Union will advise the Personnel Office, Bureau of Consular Affairs, in writing of the identity of the officer authorized to certify Section A of Standard Form 1187.
11. Nothing in this article shall require any employee to become or remain a member of the Union or to pay money to the organization except pursuant to a voluntary, written authorization by a member for payment of dues.

**ARTICLE 10**  
**ORIENTATION OF NEW EMPLOYEES**

1. All new employees shall be informed by the Employer that the Union is the Exclusive Representative of employees in that unit. Each new employee shall receive a copy of this Agreement from the Employer, together with a list of the officers and representatives of the Union.
2. MONTHLY LIST OF NEW EMPLOYEES: The Employer shall furnish the President of the Union, on a monthly basis, the following information regarding new unit employees in their respective agencies:
  - a. Full name
  - b. Position title and grade
  - c. Organizational assignment and location
  - d. Date entered on duty.
3. A representative of the Union shall be afforded a reasonable period of time to speak at group orientation sessions, where scheduled, or otherwise to each new employee, to provide unit employees with an introduction to the role of the Union.

There will be no solicitation of membership or union dues withholding during the Union presentation.

4. The Employer agrees to furnish the Union, semi-annually, an up-to-date list of all employees in the Unit, showing name, position, and official duty station.

**ARTICLE 11**  
**LABOR-MANAGEMENT RELATIONS TRAINING**

UNION SPONSORED TRAINING SESSIONS:

1. Administrative leave will be provided recognized Union representatives for labor-management relations training. Such training will be related to Union activities, but will not include training in recruitment, solicitation of membership or dues, or other internal Union business.
2. Requests for training under this Article will be made through the immediate supervisor to the Regional or Office Director normally at least 14 days prior to the beginning of the proposed training. The request will contain sufficient information about the duration, purpose and nature of the training to permit the Employer to determine that the training is related to the official representational duties of the Union representatives and unrelated to internal Union business.
3. Up to 40 hours of administrative leave will be granted each calendar year to each official of the Union under this Article, provided that the work load is not so unusually heavy as to preclude the release of the employee from other officially assigned duties. The Employer will not be responsible for any training costs or travel related to such training. All training that is jointly sponsored or attended shall not count against the 40 hours. The Employer may, at its discretion, allow Union officials additional administrative leave for purposes of attending training when additional time may be justified and accomplished without adverse impact upon the workload.

## **ARTICLE 12**

### **NEGOTIATIONS DURING THE TERM OF THE AGREEMENT**

1. The Parties to this agreement have the responsibility to conduct negotiations and other dealings in good faith and in such a manner as will further the public interest.

2. MANAGEMENT OBLIGATION:

- a. The Employer agrees to give reasonable advance written notice to the Union and the opportunity to negotiate any new or change in personnel policy or practice affecting working conditions of unit employees, which is proposed during the life of the Agreement. Negotiation as appropriate on issues which are Management rights will also be handled in accordance with this Article.
- b. Notification may include a final date for the Union to request negotiations with respect to the proposed change.

In no case shall such final date be less than fifteen (15) calendar days from receipt of the notification of the proposed change. When the notification does not include a final date for the Union to request negotiations, and the Union wishes to negotiate, the Union shall make such a request within thirty (30) calendar days from the date of receipt of the notification. Nothing herein shall preclude the Parties, by mutual consent, from extending or reducing any time limits imposed under this Section.

3. UNION OBLIGATION:

- a. When the Union desires to negotiate with respect to a change proposed by the Employer, the Union shall notify the management official from whom the notification was received. Such notification will be in writing, and within the specified time, if any, or within the standard time period.
- b. If the Union believes it needs more or better information in order to respond to the proposal, it must request that information within five (5) days of receipt of the proposal. The request will be made by telephone and directed to the named Employer representative. The employer's representative will provide the information in writing within five (5) days of the request. The time limits for the union response will be extended 10 days if it requests information under this provision.
- c. Any subsequent Union response shall state the specific language the Union wishes to offer for negotiations.
- d. If the Union does not respond within the specified period of time of notification of a proposed change in policy affecting conditions of employment, then the policy may be implemented.
- e. If negotiable proposals are submitted by the Union, they shall be negotiated by the Parties at a time mutually agreed upon. Any necessary face to face negotiations will take place in Washington, D.C., unless otherwise agreed to by the Parties.
- f. In any negotiations in accordance with the provisions of this Article, the number of Union negotiators will not be less than two. Bargaining unit employees on official time shall not exceed the number of Employer negotiators.
- g. To the extent feasible, where the designated representatives of the Parties are not in the same commuting area, the Parties agree to use the mail and telephone to conduct negotiations under this Agreement in order to reduce costs.

4. MID-TERM NEGOTIATIONS:

Either party may submit a proposal during the life of this contract provided it has not previously been the subject of negotiations of this contract. The other party must respond within 20 days, agreeing to the proposal or negotiations, or claiming non-negotiability. Negotiations will be scheduled within 30 days unless extended by mutual agreement.

5. NEGOTIATIONS PROCEDURES:

- a. The Employer will provide official time, and, as appropriate, travel and per diem to Union negotiators to attend bargaining sessions.
- b. Union officials will be on official time when negotiating during regular duty hours. Overtime will not be paid to members of the Union negotiating team while in negotiations.
- c. Upon reaching agreement on all articles, the agreement shall be signed by the members of both negotiating teams, ratified by the Union members in a manner prescribed by the Union and, upon ratification, signed by the Union President, and approved by the Employer.

6. PREPARATION TIME: When initiating a proposal in accordance with this Article, the Employer will provide the Union representative a "reasonable" amount of official time to develop a Union response. The Employer will inform the Union the amount of time, if any, it considers "reasonable" at the same time it presents its Employer proposal to that Union representative. If the Union representative disagrees with the amount of official time provided for preparation of a response, the Union representative immediately will initiate a discussion with the appropriate Employer representative designated for this purpose. The Employer will not delay negotiations on, or the implementation of, proposals pending the resolution of disagreements over the amount of official time that would be appropriate for the Union representative to develop a response. Agreements reached through formal bargaining at the Local 1998 level shall be signed by the Union President and whomever is authorized by the Employer.

7. NEGOTIATIONS IMPASSE: When the Parties cannot agree on a negotiable matter and an impasse has been reached, the item shall be set aside. After all the negotiable items on which agreement can be reached have been disposed of, the Parties shall again attempt to resolve any impasses. Either or both Parties may seek the services of the Federal Mediation and Conciliation Service. When the services of mediation do not resolve the impasse, either Party may seek the services of the Federal Service Impasses Panel.

8. NEGOTIABILITY QUESTION: If management alleges a union proposal is nonnegotiable, it will raise the issue of negotiability in a timely fashion in the early stages of the negotiations process. Upon written request, the Union will be provided with a written statement of the rationale for a claim of nonnegotiability. The Union may proceed to the FLRA in accordance with procedures of the FLRA. If the Union alleges a management proposal is nonnegotiable, it will advise management immediately.

## **ARTICLE 13 TRAINING**

1. While it is expected that personnel be qualified to perform their duties as a prerequisite to employment, the Parties recognize the need for additional training to maintain the competency of the work force. The Parties agree that the function of training is to assure the optimum use of human resources in fulfilling organizational requirements, and that any training will be in accordance with applicable law and OPM regulations. In conjunction with these requirements, the Employer will, as funds permit, provide training to improve employee efficiency and to assist employees affected by a reduction-in-force, or reorganization. In developing such training, the Employer agrees to consider the views of the Union.
2. EXPENSES: The Employer may pay approved and authorized expenses in connection with approved training requests, and employees may be granted time to attend training sessions. An employee desiring to enroll in a non-Government facility shall submit a completed training request via the supervisor at least thirty (30) days prior to the date of registration; and the Employer shall respond to the request. If the Employer does not respond prior to the registration date, and the employee enrolls at his/her own initiative, the Employer will not be obligated to pay any of the expenses.
3. The Employer agrees to provide to employees, upon request, available information concerning government sponsored training programs in the vicinity of their duty stations.
4. The Employer agrees to provide training opportunities on an impartial basis.
5. If the Employer assigns training duties to an employee, this assignment will be given appropriate consideration in the employee's performance appraisal. The Union will encourage employees to review their personnel folders to ensure that training achievements are properly recorded.
6. The Employer agrees to place records of completed training courses in the employee's official personnel folder when the employee provides the necessary documentation to the Employer.
7. The Parties agree that appropriate training courses, seminars, conferences and meetings shall be scheduled, whenever possible, during work hours to allow the employees the opportunity to gain information, education and training.
8. Changes to the Foreign Service Institute Passport Examiners Correspondence Course will be shared with the Union prior to implementation, with sufficient time provided to respond.
9. The Employer will provide confidential survey forms that employees may submit to management to comment on the effectiveness of any training received. These forms will not be used in lieu of any evaluation forms the Foreign Service Institute may require.

## **ARTICLE 14**

### **POSITION DESCRIPTIONS**

1. Each employee is entitled to a complete and accurate position description. The position description shall be reviewed by the employee and the work supervisor to ensure accuracy. Employees will be provided a copy of their position description upon entering on duty, and whenever the position description is changed. Any employee in the unit who feels that he/she is performing duties outside the scope of his/her position description, and believes that they should be incorporated, may request, through the immediate supervisor, that the position be reviewed by the next level supervisor. In conducting such a review, the next level supervisor will consider the employee's written or oral comments, and advise the employee of the findings. If the employee is not satisfied with the review, he/she may file a grievance alleging the content of the position description is inaccurate. A classification appeal is the proper approach if the series, title, or grade is at contention.
2. AGENCY COMPLAINTS AND APPEALS: An employee in the unit may appeal the classification of his/her position at any time, as follows:
  - a. Employees may appeal to the Department; through the Department to the Office of Personnel Management (OPM); or directly to the OPM. Any direct appeal to OPM eliminates the Department as an appeals channel.
  - b. Employees who have been downgraded as a result of a reduction-in-force or a reclassification may appeal the classification of their new position as noted in subsection (a) above.
  - c. An employee who files a classification appeal with the Department pursuant to this Section shall receive an agency decision within sixty (60) days from the date the appeal is received in the Office of Position and Pay Management (PER/PPM).
  - d. In accordance with applicable regulations, the Parties agree that employees have no right to have a representative present at the desk audit. However, it is recognized that employees have the right to representation during any other phase of the appeals procedure.
  - e. Employees, or their representative, will be provided, upon request, a copy of the classification appeal file.
3. The Employer will provide the Union with copies of new position classification standards affecting unit positions and give the Union an opportunity to negotiate as appropriate prior to implementation.
4. DOWNGRADINGS: Saved grade and saved pay rights, where applicable, shall be afforded to an employee who is placed in a lower grade as a result of a RIF or reclassification, even if he/she declines a valid offer outside the competitive area.
5. Where the statement "performs other duties as assigned" is made in a position description, the parties acknowledge that employees may be assigned to duties other than those in the position description of their grade and series, but the duties will not be of a permanent nature and will be related to the employee's assigned position.



## **ARTICLE 15**

### **MERIT SYSTEM, PROMOTION, AND DETAIL**

1. GENERAL: All personnel actions involving career progression shall be consonant with the spirit and intent of the merit system and the Civil Service Reform Act. The Employer will respond to the Union's requests for information concerning the staffing of vacancies within the bargaining unit. When appropriate, the Employer agrees to include information in training sessions for bargaining unit employees to enhance their understanding of the merit system and to assure fair promotion procedures. The Employer will ensure that all qualified employees have equal opportunity for promotion in accordance with Article 17 of this Agreement.
2. VACANCIES: Vacancy announcements shall be appropriately publicized so that all employees have an equal opportunity to compete. The Union shall be furnished with copies of all announcements of bargaining unit vacancies concurrently with their posting.
  - a. When a position is to be filled under the provisions of the Merit Promotion Plan, it shall be fully identified as to grade, title, organizational location, and whether permanent or temporary. If a position is announced as temporary and the announcement does not state that it may become permanent, the position will be announced again if it does become permanent.
  - b. The qualification requirements and selective placement factors for positions to be filled through merit promotion procedures shall be fully relevant to such positions.
  - c. Merit Promotion procedures will apply to selection by transfer, reinstatement or reassignment to positions with known promotion potential greater than present position of candidate or position last held in the competitive service.
  - d. Bargaining unit job opportunity announcements will be open for three (3) weeks from the date of the announcement.
3. EVALUATION PANELS:
  - a. When there are ten or more qualified candidates, a Merit Promotion Panel will be convened to evaluate and rank candidates on job related factors.
  - b. When there are fewer than ten qualified candidates, no Merit Promotion Panel will be convened.
4. PROMOTION EVALUATION FACTORS: Factors and weights used by the Employer to rank candidates must be fair, job related, applied equitably and form the sole basis for determining best qualified individuals in the merit promotion plan. Employees have the right to review and have copies upon request of the factors and weights for positions for which they are applying.
5. SELECTIONS: The selecting official may choose any candidate from the best qualified list.
6. NON-SELECTED EMPLOYEE RIGHTS: A non-selected employee who requests information regarding non-selection for a bargaining unit position advertised in accordance with the Department of State's Merit Promotion Plan may request representation by the Union. The following information about specific promotion actions shall be made available to an employee and/or representative upon request:
  - a. Whether the employee was considered for promotion, and, if so, whether he/she was eligible on the basis of the minimum qualification requirements for the position;
  - b. Whether the employee was one of those in the group from which the selection was made;

- c. Who was selected for the promotion; and
- d. In what area, if any, the employee should improve to increase chances of future consideration.
- e. Union representatives shall be allowed to review any document used in the filling of vacancies where the Union demonstrates that a "particularized need" meets the criteria of FLRA case law and, in accordance with that criteria, is not in conflict with applicable law.
- f. Any employee who has a complaint, for which the only basis is that he/she was not selected from a group of properly ranked and certified candidates, does not have a valid grievance.

7. CAREER LADDER PROMOTIONS:

- a. Any employee, upon being assigned to a career ladder position, will be given a position description as required by section 1 of Article 14. The Employer will make available for employee reference, position descriptions and performance plans for all bargaining unit positions in the office. The plans indicate the level of performance expected of an employee at the next grade level. The time-in-grade requirement for a two grade career ladder position is one year.
- b. While it is the employee who is responsible for demonstrating ability to satisfactorily perform at the next higher level, the Employer will make a reasonable effort to assist employees who have not yet reached the full-performance level of a career ladder position. The employee's readiness to be promoted will be addressed during the job performance discussions held under Article 18. Supervisors may also make such assessments at any other time during the year.
  - (1) For an employee who does not yet have the required time-in-grade, during the job performance discussion a date will be established for the supervisor and the employee to discuss what area(s), if any, the employee need to improve in order to be promoted. That date will be at least 90 days before the date the employee reaches his/her time-in-grade eligibility for promotion.
  - (2) An employee who has the required time-in-grade, but has not yet demonstrated the ability to satisfactorily perform in all elements at the higher level, would have been informed of the area(s) that must be improved in order to be promoted by the supervisor during the job performance discussions stated above. Employees who have at least 18 months time-in-grade may request and receive in writing a list of areas to be improved in order to be promoted.
  - (3) Although paperwork is the first responsibility of the supervisor, employees should ask their supervisors at least 2 pay periods prior to the date the promotion is due as to whether the paperwork has been submitted. The employee will be provided a copy of the recommendation for promotion when it is submitted.
- c. If the employee is making progress, the supervisor will make a serious effort for the employee to have the opportunity to acquire pertinent skills and knowledge and to demonstrate performance that consistently meets promotion requirements as soon as is feasible. At the request of the employee, the Union may provide assistance. The employee may request a progress discussion at any time.
- d. When an employee is rated fully successful or higher, has required time-in-grade for promotion and has demonstrated ability to perform satisfactorily at the next higher level in the career ladder, the supervisor will promptly recommend promotion. The promotion will be effective within two pay periods after these requirements have been met. In the event the processing is not timely after receipt in CA/EX/HRD, the promotion will be retroactive to meet the timeframe above.

- e. Generally, if the employee is exceeding all work requirements at his/her current grade level, that is an indication that the employee is capable of performing at the higher grade level. Employees who have met the required time-in-grade for promotion from GS-5 to GS-7 and from GS-7 to GS-9 will automatically receive their promotions at the earliest eligibility date if they have obtained an Excellent or Outstanding overall performance rating at their current grade level.
8. DEMOTION: If the Employer proposes to demote an employee(s) without personal cause due to reclassification or reduction in force and not at his/her own request, the Employer will notify the Union and give the Union an opportunity to negotiate as appropriate prior to taking such action.
9. DETAILS:
- a. Manner: In the interest of effective employee utilization, details to positions or work assignments requiring higher or different skills will be based upon bona fide needs and will be consonant with the spirit and intent of this Article, applicable regulations and the merit system. Details may be used to meet emergencies or other situations such as occasioned by abnormal workload, changes in mission or organization, or absences of personnel.
  - b. Official Credit: Details in excess of thirty (30) consecutive days shall be recorded in the employee's Official Personnel File, and copies forwarded to the employee. Any detail may be recorded by memo to the employee's Official Personnel File at the request of the employee.
  - c. Intent: The detail procedure shall not become a device to afford certain individuals an undue opportunity to gain qualifying experience or to prevent others from gaining such experience. Therefore, details shall be rotated to the fullest extent practicable consistent with the accomplishment of the mission of the Employer.
10. TEMPORARY PROMOTION: If an employee is detailed to a higher graded position, the employee will be paid at the higher grade if:
- a. the employee meets the basic qualifications of the position;
  - b. the employee is performing at an acceptable level of competence in his/her permanent position; and
  - c. the employee's detail is in excess of 30 days.
11. REASSIGNMENT: A reassignment is a change of an employee from a job with one position description to a job with another position description without a promotion or demotion, while serving continuously with the Employer. Employees reassigned to another position description at the same grade level shall be notified as soon as possible prior to the reassignment. If an employee is involuntarily reassigned, the Employer will explain the reasons why that particular employee must be reassigned versus other employees.
12. TRANSFERS:
- a. When a new work location or subunit is established within Passport Services that is to be staffed by bargaining unit employees, and the Employer determines to fill bargaining unit positions by transferring unit employees from another Passport location, the Employer will transfer qualified volunteers prior to involuntarily transferring employees. Where an employee must be involuntarily transferred, the Employer will conduct an adverse action using RIF procedures; the use of service computation dates (SCD) would be used, with the employee having the lowest SCD being reassigned.
  - b. Transfers shall not be used coercively or as a reprisal, and shall not be approved or denied for any discriminatory reason.

## **ARTICLE 16 UPWARD MOBILITY**

1. The Department of State Upward Mobility program is designed to:
  - a. Comply with the law, and Office of Personnel Management (OPM) regulations;
  - b. Adhere to merit principles;
  - c. Provide equal opportunity for advancement of Civil Service career and career conditional employees in grades GS-9 and below, or equivalent; and
  - d. Give underutilized or underdeveloped employees with high potential the opportunity to utilize their skills and abilities.
2. The Employer in conjunction with the Upward Mobility Coordinator will continue to attempt to identify specific jobs in the bargaining unit as Upward Mobility positions, with target grades usually two grades (or their equivalent) above the trainee level.
3. **REVIEW PANELS:** Review panels will be established to consider candidates for any Upward Mobility positions identified within the bargaining unit. Review panel members must be a career or career conditional employee of a grade equivalent to, or higher than, the target position, and have knowledge of the position to be filled.
4. The Upward Mobility Coordinator will monitor the panel review process, directing the members in their evaluation and reconciling the consensus process. The panel will fairly evaluate the quality of the candidates' work experience, training, supervisory appraisals, and other evidence of potential using the evaluation and rating plan designed for Upward Mobility, and rank the candidates.
5. The Upward Mobility Coordinator will determine the list of the "best qualified" candidates based on the scores awarded by the review panel. The names of the "best qualified" candidates will be placed on a final selection roster in alphabetical order, which will be sent to the selecting official in the operating office where the target position exists. Final selection will be made by the selecting official after interviewing all the referred candidates.
6. Upon request, the Department's Equal Opportunity Employment Office will meet at a mutually agreeable time and place to discuss the Upward Mobility Program. The Employer will provide the Union an opportunity to negotiate, as appropriate, on any change to the Upward Mobility Program prior to implementation of the change.

## **ARTICLE 17**

### **EQUAL EMPLOYMENT OPPORTUNITY**

1. POLICY: The Employer and the Union reaffirm their commitment to the policy of providing equal employment opportunities to all employees and to prohibit discrimination because of race, color, religion, sex, national origin, disability, age, or marital status. No employee will be reprimed against for participation in protected EEO activity. The Employer will have a positive, continuing and results-oriented program of affirmative action. The Parties agree that Equal Employment Opportunity shall be administered in accordance with authorizing legislation and applicable regulations.
2. MUTUAL CONCERN: The Union and the Employer agree to discuss with each other perceived general areas of discrimination, and potential remedies. The Employer will provide the Union a copy of the Department of State's multi-year Affirmative Employment Plan.
3. Upon request, the Department's office of Equal Employment Opportunity will meet at a mutually agreeable time and place with a representative of the Union to discuss general EEO matters related to personnel practices, policies and/or working conditions affecting Passport employees. The Union representative will be granted official or duty time as appropriate.
4. EEO COUNSELORS:
  - a. EEO counselors shall meet the criteria and perform the functions prescribed by the Department's Equal Opportunity Programs. Union representatives who do not otherwise have a conflict of duty, may serve as EEO counselors, except on cases where they are the representative.
  - b. Management shall solicit nominations for EEO counselor vacancies through announcement at local staff meetings. Management will ensure that all employees are made aware of the vacancy.
  - c. Any employee may nominate him/herself for a position.
  - d. It is agreed by the Parties that the Union may submit nominees for EEO counselor positions. The office of S/EEOCR will appoint the EEO Counselors and will give consideration to the Union nominees.
5. The establishment and implementation of the Affirmative Employment Plan (AEP) is a fundamental Department of State objective. The Employer will continue to provide overall management support and budgetary planning to achieve affirmative action objectives throughout the bargaining unit. The AEP includes as part of that plan an outline of the action the Employer is to take to prevent sexual harassment.
6. AEP AND THE EEO COMPLAINT PROCESS:
  - a. The Employer shall make available to employees written information describing the AEP and the EEO complaint procedure. The names and telephone numbers of EEO counselors will be posted on bulletin boards and kept current.
  - b. When feasible, employees may request EEO counselors of their choosing.
  - c. Union representatives representing employees in EEO complaints will have, subject to applicable procedures, access to the EEO counselor and Investigative Reports and the personnel records of the complainant. If they are serving as personal representatives, they will use duty time in accordance with EEO regulations. If they are serving as Union representatives, they will receive official time in accordance with this agreement.

7. GRIEVANCES AND EEO COMPLAINTS:
  - a. Any employee who wishes to file or has filed a complaint shall be free from coercion, interference, and reprisal. Any employee who seeks to file a complaint shall have the right to select a representative of his/her choosing, who may be a Union representative, in accordance with the CSRA (P. L. 95-454) and this Agreement.
  - b. An employee has the option of filing a formal complaint under the negotiated grievance procedure or the EEO complaint procedure, but not both.
  - c. The Employer agrees to furnish the Union statistical reports concerning discrimination complaints where the Union is the representative of record.
8. Employees who make an outstanding contribution to the advancement of the EEO program shall be recognized for their contribution. This recognition may include an oral commendation, an appropriate letter, an honorary award, or a cash award.
9. UNION REPRESENTATION: An employee discussing a problem of alleged discrimination with an EEO Counselor, or at any step of the EEO complaint procedure, has the right to be accompanied by a Union representative of the Union's choice, if he/she so desires.
10. OFFICIAL TIME UNDER THE EEO PROCEDURE: An employee or his/her representative, if the representative is an employee, shall be given a reasonable amount of time to prepare and present a complaint or any subsequent appeal. A complainant and/or the representative shall be given official time to attend any pre-hearing conference, meeting, hearing, or investigation in connection with an EEO complaint, provided a written complaint has been filed under the EEO complaint procedures.
11. The Union will be given an opportunity to have a representative present at any formal discussions with bargaining unit employees during the EEO process, including those where possible settlements may be made. This does not include the informal stage.

## **ARTICLE 18**

### **PERFORMANCE STANDARDS AND EVALUATION**

1. The performance appraisal system shall incorporate all requirements of Chapter 43 of the Civil Service Reform Act.
2. The performance appraisal system and the parts that make up the system as applied to bargaining unit employees will permit, to the maximum extent feasible, the accurate evaluation of job performance on the basis of objective criteria, and will be fair, reasonable, equitable and job-related. For employees administering this Agreement on a continuing basis, the Employer agrees to give due consideration to the amount of officially approved time a union representative spends in representational duties. Upon request, the Employer agrees to discuss with the representative how this consideration was factored into the performance evaluation. Performance of any duty will only be measured during periods when employees are assigned to those duties, i.e., time used for CFC, EEO, Union representation, leave, etc. will not count against an employee in his/her evaluation.
3. The Employer is responsible for keeping time and attendance records and for measuring the quantity and quality of work performed by the employees using the most accurate methods available and with the goal of being as fair and objective as possible. Those methods are a suitable subject for discussion at Regional Union/ Management Council meetings and at the National Union/Management Council meeting.
4. The development of performance standards and critical elements will be established in writing for each unit position and will be provided to the employee within 30 days after the beginning of an appraisal period. They will be consistent with the duties and responsibilities covered in each employee's position description. Employees will be afforded an opportunity to participate in the establishment of performance standards, the identification of critical elements, and may make suggestions about the methods used to measure the quality and quantity of work being done. Before the date of implementation all employees will be provided a copy of any new performance standards and critical elements. If the employee feels an element or standard unique to his/her position is unreasonable or unfair, he/she may request a review by the second level supervisor within 10 working days after the performance plan is received. The decision of the second level supervisor will be final.
5. The Employer will make a reasonable effort to provide employees sufficient work to be rated against each critical element as described by the employee's current work requirements. In any instance where workload levels are not sufficient for performance to be measured against a standard, a pro-rata method of rating will be used. The employee will only be rated on an element in instances where the Employer determines the level of work is sufficient to use the pro-rata method. An employee who is not assigned sufficient tasks within a critical element during a rating period shall be given a "No Rating" (not a "Fully Successful") for that element in the evaluation, which will not count against the employee's overall rating nor be a negative factor in any consideration for an award.
6. In the interest of providing objectivity in appraising performance, an employee should have been working under the evaluation supervisor for at least one hundred twenty (120) days. An interim appraisal report is required when an employee or rating official leaves a position and the period of performance is 120 days or more. If the period covered is less than 120 days, supervisors will consider preparing an interim report to cover any unusual and noteworthy achievements, when such a report is requested by the employee. This does not preclude the supervisor submitting an interim report, at his/her option, on an employee for any reason. If an employee was detailed to another position for more than 120 days during a rating period, and spent less than 120 days performing the duties of his/her normal position, the employee may elect to be rated for the position to which he/she was detailed.
7. The rating official shall be an individual, with access to all the employee's performance records for that rating period, who has direct knowledge about the employee's performance.

8. APPLICATION:

- a. The evaluation given employees by their supervisor shall be objective and shall be prepared in accordance with the following:
  - (1) The supervisor will discuss the employee's job performance with the employee in private surroundings at least twice during the rating period. One such discussion shall occur before the midpoint of the employee's appraisal cycle.
  - (2) If the supervisor has identified shortcomings in the employee's performance, the employee shall be notified when the problem is perceived and at the performance discussion. The supervisor will suggest ways for the employee to improve his/her work performance.
  - (3) The annual performance appraisal will be in written form.
  - (4) Employees shall be evaluated and receive a copy of the evaluation within thirty (30) calendar days after the end of the appraisal period. The employee has ten (10) calendar days from receipt of the report in which to sign it or request review by the reviewing official.
- b. A decision on whether or not to grant a within grade increase will be based on the most recent rating of record. To be eligible for a WGI, the rating of record must be at least fully successful.

If the supervisor's decision is to deny a WGI and that decision is contrary to the rating of record, the supervisor must comply with the Performance Appraisal Plan. If the final decision is to deny the WGI, the employee will receive written notice to that effect. The employee will also be informed of the right to reconsideration, any grievance/appeal rights and/or representation rights.

9. PROCEDURES FOR IMPLEMENTING CHANGES IN WORK REQUIREMENTS STATEMENTS: The following procedures will be used to implement changes in performance elements or performance standards.

- a. Employees will be given written notice at least one (1) week in advance of the implementation of new elements or standards. In addition, where necessary, supervisors will instruct employees on new methods, procedures etc., which may be required to achieve new standards.
- b. The following time frames are applicable to an individual employee in meeting the revised performance elements or standards.

Regional Agencies

- Adjudication: Automated agencies, 3 weeks;
- Processing: with the exception of equipment changes, 1 week;
- Communications: 1 week;
- Cashiering: 1 week.

Washington headquarters

- Equipment operators: within 2 weeks;
- Clerical employees: 1 week;
- All others not included above: within 2 weeks.

- c. Should an employee not achieve proficiency within the allotted time, the supervisor will verbally counsel the employee. The supervisor may review methods, policies and/or procedures used in performing the assigned work. An additional period of time equal to that originally provided will be granted the employee to meet the revisions. Failure to achieve the revisions after this additional period will invoke the procedures required for an unsatisfactory performance rating.



## **ARTICLE 19**

### **EMPLOYEE AWARDS & RECOGNITION**

#### 1. PURPOSE

Recognition of employees through monetary and non-monetary awards reflects the Parties' efforts to promote continuous improvement in Agency performance in providing quality public service.

The employee recognition program is an incentive program; that is, employee recognition is based on achievement and improvement. Strong emphasis is placed on recognition of efforts to improve service to the public. It is intended to motivate employees to strive for excellence. It recognizes the accomplishments of employees both as individuals and as members of groups or teams. The intent of this program is that awards are given in a fair and equitable manner, and that employees will be appropriately rewarded regardless of changes in the Employer's organizational staffing and structure, work processes or work initiatives.

#### 2. POLICY

- a. The Employer shall administer a progressive and sound awards program in accordance with OPM regulations.
- b. The Employer and the Union agree to encourage all bargaining unit employees to become knowledgeable about the Awards Program. The Employer agrees to provide information to all employees so that they understand the benefits to be derived from the program and are encouraged to participate.
- c. Except for Recognition of Performance awards, there is no limit other than limits imposed by law or regulation of appropriate authority on the number of awards that an individual employee may receive or the frequency with which he/she may receive awards.
- d. When employees are considered for awards, the relative significance and impact of their contributions will be considered in determining which type of award would constitute appropriate recognition and, for monetary awards, in determining the amount of money to be granted. Funding availability must also be considered in the granting of monetary awards.
- e. Each employee who receives an award will receive a citation.
- f. The Employer must give full and equal consideration for awards to all employees.
- g. The Employer will allot awards funding as a percentage of total employees' salaries within each location.
- h. Timeframes: Monetary awards will be provided to employees no later than 2 pay periods from the date the award is approved by the appropriate authority.
- i. Extra Mile Award: The minimum amount of an Extra Mile award is \$50 and the maximum amount is \$100.00
- j. In the event of a decision regarding adoption or non-adoption of a formal suggestion not being made within 120 days of submission, the employee, upon request, will be given a written or oral status report. A reason for rejection of a suggestion will be made in writing by the appropriate authority. If the idea set forth in a rejected suggestion is later adopted, the employee may bring the matter to the Employer's attention within the 2-year period after the date of the rejection notice and the case will be reopened for award consideration.

- k. When an employee receives an outstanding performance rating, the employee will be recognized in some manner, in accordance with agency regulations and any applicable changes thereto. Employees who receive an outstanding performance rating will receive at least one QSI, Cash Award, and/or a minimum 8 hour time off award for that performance year.

### 3. AWARD NOMINATION PROCEDURES

Employees, Union officials, and management officials are encouraged to identify and nominate individual employees whom they believe should be recognized for high quality accomplishments or contributions. Nominations of individual employees should be submitted, in writing, to the appropriate awards manager. The nominations should include a description of the accomplishments or contributions of the nominee(s) and an explanation of their significance, as well as the name and telephone number of the employee submitting the nomination. Nominations should not include suggestions for the type of award or the amount of money to be granted. Information provided in the nominations will be considered in determining appropriate recognition. Nomination forms will be electronically available to all employees.

### 4. TYPES OF AWARDS

- a. Superior Honor Award
- b. Meritorious Honor Award
- c. Passport Services Award
- d. Passport Award of Excellence
- e. Career Achievement Award
- f. Length of Service Award
- g. Cash Award
- h. Franklin Award
- i. Quality Step Increase
- j. Extra Mile Award
- k. Time Off From Duty Award
- l. Suggestion Award
- m. Union/Management Cooperation Award
- n. Anti-Fraud Award

### 5. AWARDS INFORMATION

At least annually, the Employer will:

- a. Publicize the criteria for various awards;
- b. Publicize those awards granted to an individual or group on the Passport Services Intranet;
- c. Schedule a public presentation of awards;
- d. The Union may request a Performance Management and/or Performance Award briefing from the Labor Relations Office each appraisal cycle to keep them abreast of any changes in the program. The Employer will provide the Union with the annual report on the awards program. This report will show distribution of cash awards and Quality Step Increases by name, grade, amount, and organization for Headquarters, Regions and agencies; and
- e. Post on the Passport Services Intranet a description and the criteria for each award. Each office will also maintain a printed version of this information.

6. UNION/MANAGEMENT COUNCILS

- a. The National Passport Services Union/Management Council will grant the Union/Management Cooperation Award to the winning Region or employee(s). This is an honorary award given annually by the National Union/Management Council to one or more bargaining unit employee(s), Manager(s), or Union Representative(s) who have demonstrated outstanding personal commitment to the promotion of partnership and cooperation between labor and management. Nominations for this award may be submitted by employee(s), the Union, supervisors, or groups.
  - b. Either party to a regional Union/Management Council may initiate discussions on the awards program, with the intent of identifying any apparent inconsistencies and developing practices and policies to improve the program. This may include obtaining reactions from employees, supervisors, or managers, and discussions on new procedures.
7. The Employer will notify the Union of any proposed changes to the Department's Awards Program and provide the Union an opportunity to negotiate as appropriate.

## **ARTICLE 20**

### **GRIEVANCE PROCEDURE**

1. **PURPOSE:** The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances filed by bargaining unit employee(s), the Union or the Employer.

The Employer and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner that will maintain the self-respect of the employee and is consistent with the principles of good management. To accomplish this, the Parties will attempt to settle grievances expeditiously and at the lowest level of supervision. Employees and their representatives will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal, consistent with 5 U.S.C. and this Agreement, in seeking adjustment of grievances.

2. **DEFINITIONS:** A grievance means any complaint by an employee concerning any matter relating to employment of the employee; by the Union concerning any matter relating to the employment of any employee; by any employee, the Union or the Employer concerning the effect or interpretation or claim of breach of a collective bargaining agreement, or any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.
3. **EXCLUSIONS:** This grievance procedure does not apply to -
  - a. Those matters excluded by Section 7121(c) of USC; i.e., any grievance concerning:
    - (1) Any claimed violation of USC Chapter 73, Subchapter III, relating to prohibited political activities;
    - (2) Retirement, life insurance, or health insurance;
    - (3) A suspension or removal for reasons of national security;
    - (4) Any examination, certification, or appointment; or
    - (5) The classification of any position which does not result in the reduction of grade or pay of an employee.
  - b. Individual appeals to Reductions-in-Force. This does not prevent the Union from filing a grievance alleging violation of this Agreement or violation of appropriate regulation on matters affecting other than an individual case.
  - c. Non-adoption of a suggestion, disapprovals of quality step increases, and performance awards or other kinds of discretionary or honorary awards. However, grievances may be filed alleging violations of Article 19.
  - d. The content of critical elements and performance standards. However, grievances may be filed alleging violations of Article 18.
  - e. The termination of temporary employees with appointments of 700 hours or less and probationary employees.
4. **OPTIONS:** Employees have the option of raising the following matters under a statutory appeals procedure or a negotiated grievance procedure but can only file under one procedure:
  - a. Adverse Action (5 U.S.C. 7512) to MSPB or EEOC (if discrimination is alleged);

- b. Actions Based on Unacceptable Performance (5 U.S.C. 4303) to MSPB or EEOC (if discrimination is alleged); or
- c. Discrimination [5 U.S.C. 2302 (b) (1)] to EEOC.

An employee shall be deemed to have exercised his/her option under this section to raise the matter under either a statutory procedure or the negotiated procedure at such time as the employee timely initiates a formal action under the applicable statutory procedure, or timely files a grievance in writing in accordance with a negotiated procedure, whichever event occurs first.

- 5. APPLICATION: A grievance may be undertaken by the Union, the Employer, an employee, or a group of employees. Only the Union may represent employees in such grievances. However, any employee, or group of employees, may personally present a grievance and have it adjusted without representation by the Union, provided that the Union will be given the opportunity to be represented in all the discussions in the grievance process. Any adjustment of the grievance must be consistent with the terms of this Agreement. Employees who choose the Union as the representative are individually and collectively bound by the actions and decisions of the representative.

6. INFORMAL PROCEDURE:

- a. An employee may present orally or in writing a matter of dissatisfaction with the immediate supervisor, or with the lowest level official who can adjust the grievance, within 30 days of an act or occurrence, or the date the employee was aware or reasonably should have been aware of the act or occurrence. The immediate supervisor may extend this time limit for good cause.
- b. The immediate supervisor shall investigate, and, if necessary, discuss the matter with higher levels of Management, and interview witnesses, or any other persons having knowledge of the pertinent facts relating to the incident or matter of concern. Within 15 days of the employee's presentation, the supervisor shall then render a decision and take appropriate action. The decision will be rendered orally if the grievance was presented orally or in writing if presented in writing. The grievant, if still dissatisfied, or if no decision is given within the 15 day limit, shall have the right to proceed in filing a Formal Grievance.
- c. Supervisors and employees shall make every effort to resolve the problem or correct any misunderstanding at the lowest level possible.

- 7. FORMAL PROCEDURE: If the matter causing dissatisfaction has not been resolved under the Informal Procedure, the grievant shall within 15 days of the informal decision or the expiration of the decision period file a Formal Grievance in accordance with the steps set forth in the following paragraphs. Failure to meet this time limit waives the right to grieve.

a. Step 1:

A written grievance normally should be filed at the lowest Management level that has the authority to resolve the matter. However, when the lowest level is with the employee's first level supervisor, the written grievance may be filed at the employee's second level. In this instance, the second level supervisor will obtain the written response of the first level supervisor for consideration in responding to the grievance. The employee's written presentation must identify matters and issues which form the basis of the grievance and the personal relief sought, and state the specific agreement provision, law, rule or regulation alleged to have been violated. Within 15 days from receipt of the grievance, or the date of the meeting held in accordance with Section 7g of this Article, whichever is later, the supervisor will issue a decision in writing, granting, modifying, or denying the relief requested. The decision will advise the employee of the name and location of the Step 2 official with whom to proceed if necessary.

b. Step 2:

The employee may appeal to the Step 2 official (Regional or Office Director, or appropriate management official) using the Step 1 format within 15 days after the Step 1 decision was or should have been issued, or the employee may request grievance mediation in accordance with Article 21. If the Step 1 official is the Regional or Office Director, the Step 2 Deciding Official will be the management official next in the chain of command. The Step 2 official will not be the DAS for CA/PPT, unless the Managing Director was the responding management official at Step 1. Copies of the original Step 1 grievance and the written answer to the grievance will be given to the Step 2 deciding official. Failure by the Union or employee to file a timely appeal automatically terminates the grievance. Within 15 days from receipt of the grievance, or the date of the meeting held in accordance with Section 7g of this Article, whichever is later, the Step 2 official will issue a decision in writing to the employee granting, modifying, or denying the relief requested. The decision will advise the employee of the name and location of the Step 3 official with whom to proceed, if necessary.

c. Step 3:

The employee may appeal to the Step 3 official (Deputy Assistant Secretary for Passport Services, or appropriate management official) using the Step 1 format within 30 days after the Step 2 decision was or should have been issued. Copies of the complete grievance file and the written answers to the grievance will be given to the Step 3 deciding official. Failure by the Union or employee to file a timely appeal automatically terminates the grievance. The Step 3 official will issue a final written decision granting, modifying, or denying the relief requested, so that the Union or employee will receive the decision within 30 days from the Employer's receipt of the grievance.

- d. If the grievance is not satisfactorily settled at Step 3, the Union may refer the matter to arbitration in accordance with Article 22 (Arbitration).
- e. All time limits in the Article may be extended only by mutual written consent of the Parties.
- f. At any stage of the grievance procedure, if the grievance is filed with an inappropriate management official or supervisor, the official will forward the grievance to the appropriate deciding official and promptly notify the grievant who the deciding official will be.
- g. Upon written request, the Step 1 or Step 2 official, or designee, will discuss the grievance with the employee and/or representative within five (5) days of presentation of the grievance. The meeting will extend the time limit for the Employer's response by five (5) days.
- h. At any step of the negotiated grievance procedure, when any management deciding official designates someone to act on his/her behalf, that designee will have complete authority to render a decision at that step and will render the decision. If the designee would be someone who decided the issue at any previous step, then the grievance may be elevated to the next higher level.
- i. In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. The Employer agrees to raise any question of grievability or arbitrability of a grievance no later than the time the Step 2 decision is given. However, the Employer may raise the non-grievability or non-arbitrability of a management right (as defined in 5 U.S.C. 7106(a)(1)) at any time.

- j. Failure of the Employer to observe the time limits stated in this grievance procedure shall, at the election of the grievant, advance the grievance to the next Step.
  - k. Grievance decisions will be served directly upon the employee either by mail or in person with a copy to the Union representative. Proof of service shall be:
    - (1) A return post office receipt executed by the person served; or
    - (2) A written acknowledgment from the person served when hand delivered.
  - l. In all grievance decisions by either Party, the basis for any denial will be given.
8. GRIEVANCES BETWEEN THE PARTIES:

- a. In those instances where the Employer alleges that a Union official or representative has violated the Agreement or where the Union alleges that the Employer or the Employer's representative has violated the Agreement and has not been filed as an employee grievance and informal discussions with the person or persons giving rise to the alleged violation have failed to resolve the issue, the Employer or the grievant shall file a written grievance with the Union President or the Employer's representative within thirty (30) days of the alleged violation or within thirty (30) days of the date the Employer or the Union became aware of the alleged violation. The Union President and the Employer's representative will confer within fifteen (15) days in an attempt to resolve the grievance. The Union President or the Employer's representative shall investigate and shall render a written decision within ten (10) days.
- b. If the Union President or the Employer's representative fails to respond within ten (10) days, or if the Employer or Union finds the decision unacceptable, the Party filing the grievance may invoke the arbitration procedures contained in Article 22 (Arbitration).

## **ARTICLE 21 ALTERNATIVE DISPUTE RESOLUTION**

The Parties agree to establish two procedures. The first is grievance/mediation, which is a non-binding effort on the part of the Parties to settle issues that were not settled at the informal and first step of the negotiated grievance procedure. The second is a Departmental procedure that this Agreement adopts for interpersonal disputes as described below.

### **1. MEDIATION**

An employee may elect to have a grievance resolved through grievance/mediation by making a request to the Regional Director or other equivalent Management Official in lieu of submitting the grievance to the second step. Any decision reached through mediation must not violate provisions of this Agreement or any existing personnel policy, practice, or procedure.

The parties agree to the use of the services of the Federal Mediation and Conciliation Service (FMCS). The process will be used as a non-binding attempt at dispute resolution before the invocation of the second step grievance.

- a. Each grievance/dispute will be dealt with on an individual basis.
- b. The grievant requesting the use of mediation will submit the request within five (5) workdays after the receipt of the Step I decision.
- c. The parties will jointly initiate a request within 5 workdays from receipt of the request for grievance/mediation from the grievant.
- d. The Parties agree to cooperate with the efforts of the FMCS. Cooperation does not imply agreement.
- e. Any recommendations of the mediator shall not be used as evidence during any official, binding third party settlement, nor may they be used in any further grievance proceeding.
- f. The use of the mediation process will serve to suspend the time parameters for invoking the second step grievance or arbitration until one or both parties decide the mediation process has not been successful. Success is defined by the Parties reaching an agreement that resolves the dispute.
- g. If the grievant and/the parties agree that the mediation has failed to resolve the dispute, the suspension of the grievance and arbitration time frames will be discontinued and the grievant may proceed to the Step 2 level.

### **2. INTERPERSONAL DISPUTE RESOLUTION**

- a. For the purpose of this Agreement, the Department of State's Alternate Dispute Resolution Program covers interpersonal disputes and not issues where established policies, procedures, regulations or this agreement is alleged to be violated by one of the parties.
- b. Where both parties agree to use this plan, the request will be referred to the Labor-Management Relations Office to ensure that the dispute is appropriate for ADR.
- c. Use of this ADR process will suspend the time limits for invoking steps of the grievance procedure negotiated under this Agreement. When the Parties agree that the ADR has failed to resolve the dispute, or when either party declines to continue ADR efforts, the suspension of the grievance and arbitration time frames will be discontinued.



## **ARTICLE 22 ARBITRATION**

1. A grievance processed under Article 20 of this Agreement may be referred to arbitration as provided for in this Article. Such referral shall be made within 30 days after receipt of the written decision rendered in the final step of an action processed under Article 20, Article 23, or Article 24. A request to invoke arbitration can be made only by the Union or the Employer and shall be in writing and delivered to the appropriate Union or Department official.
2. SELECTION OF AN ARBITRATOR: Within five (5) calendar days from the date of the request for arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven (7) impartial persons qualified to act as arbitrators. A brief statement of the nature of the issue(s) in dispute will accompany the request to enable the Service to submit the names of arbitrators qualified for the issue involved. The Parties shall confer within fifteen (15) calendar days after the receipt of such list. If they cannot mutually agree upon one (1) of the listed arbitrators, the Employer and the Union will alternately strike arbitrators' names from the list of seven until one name remains. This remaining person shall be the duly selected arbitrator. The order of striking shall be decided by the flip of a coin.
3. The arbitration hearing shall be held at the locale where the grievance originated, or at another mutually agreeable location. The Arbitration hearing will be held, if possible, on management's premises and during the regular day shift hours.
4. During any 12 month period, beginning with the effective date of the Agreement, the Employer agrees to pay the first \$1,500 of the costs of the arbitrator. For any arbitrator costs in excess of \$1,500 in any 12 month period (the 12 month period shall commence upon the date of the arbitrators billing), the parties agree that the loser will pay the balance. Where the decision is split, the arbitrator shall determine the assessment for each party and bill accordingly. The arbitration costs shall include the arbitrator's fees and all expenses, including any transcripts or copies thereof that the Arbitrator may order. Either party may elect to have a verbatim transcript of the proceedings. In those cases, such transcript shall be made by an authorized court reporter, and the costs shall be borne by the Party ordering. If clarification of an Arbitrator's decision is necessary, the requesting party will pay for the additional arbitration fees and expenses. The arbitrator will be requested to complete the clarification within thirty (30) calendar days. If jointly requested, the costs will be shared.
5. ARBITRATION PROCESS: The arbitration process to be used may be one of the following:
  - a. A stipulation of facts to the arbitrator can be used when both Parties agree to the facts at issue, and further agree that a hearing would serve no useful purpose. In this case, all facts, data, documentation, etc., are jointly submitted to the arbitrator with a request for a decision based upon the facts presented.
  - b. An arbitrator inquiry can be used when the Parties agree that a formal hearing would serve no useful purpose. In this case, the arbitrator would make such inquiries as he/she deemed necessary (e.g., inspecting the work sites, taking statements).
  - c. An arbitration hearing should be used when a formal hearing is necessary to clarify the matter in dispute and develop the facts that are in dispute between the Parties, or when the Parties cannot agree to the procedures set forth in subsections a. or b. of this section. In this case, a formal hearing is convened and conducted by the arbitrator.

6. WITNESSES:

- a. The Parties agree to keep the number of witnesses to a reasonable number.
  - b. The expenses of any witness shall be borne by the Party calling the witness, except that the Agency will pay normal travel and per diem for witnesses who work for the Agency provided: where the relevance of the witness is questioned by the Agency, the Union will provide the basic context of the employee's contribution to the case. Where the Agency disputes the relevance, the cost of the employee's travel and per diem will be determined by the arbitrator. If the arbitrator rules the witness' testimony as relevant, the Agency will pay the expenses of that witness. If the arbitrator rules the testimony is not relevant, the Union will pay the expenses of their witness(s).
  - c. The Parties will attempt to reduce the costs of any arbitration, including expenses of the witnesses, by using teleconferencing and videoconferencing whenever possible. It is agreed that normally where witnesses will be testifying less than 30 minutes, it will be accomplished by teleconferencing. Where the Parties and the arbitrator agree, all or most of the hearing can be accomplished by videoconferencing.
  - d. There will be a mutual exchange of a list of witnesses normally fifteen (15) days in advance of the hearing.
7. An employee of the unit serving as the grievant's representative, the aggrieved employee, and the employee witnesses who are otherwise on duty shall be on official time as necessary to participate in the arbitration proceedings. Employee participants on shifts other than the regular day-shift will be temporarily placed on the regular day-shift for the day(s) of the hearing in which they are involved. The parties will designate their representatives at the time an arbitrator is selected. Notice of change of the representative will be given to the other party as soon as possible. Employee participants on shifts will be temporarily placed on the regular day shift for the day(s) of the hearing in which they are involved.
8. The arbitrator will be requested to render a decision as quickly as possible, but in any event not later than thirty (30) calendar days after the conclusion of the hearing, or the closing of the record, unless the Parties mutually agree to extend the time limit.
9. ARBITRATOR'S AUTHORITY IN DISPUTES OVER THE AGREEMENT: The arbitrator shall have the authority to resolve any questions of arbitrability and interpret and define the explicit terms of this agreement and Agency policy as necessary to render a decision. However, the arbitrator shall have no power to add to, subtract from, disregard, alter or modify terms of this Agreement, or applicable laws, rules or regulations. In cases involving actions based on unacceptable performance, denial of within-grade increases, or adverse action, the arbitrator shall be bound by the applicable standards of proof contained in 5 USC 7701(c)(1). Reasonable attorney fees may be awarded by the arbitrator under the guidelines established by law and the interpretation of the FLRA.
10. ARBITRATOR'S AUTHORITY: The arbitrator's decision shall be final and binding, and the remedy effected in its entirety, except when either party files an exception and/or seeks judicial review in accordance with applicable laws and/or regulations.

**ARTICLE 23**  
**ACTIONS BASED ON UNACCEPTABLE PERFORMANCE**

1. This Article does not apply to the reduction in grade or removal of an employee in the competitive service who is serving in a probationary or trial period under an initial appointment.
2. An employee whose performance indicates that he/she is likely to receive an unsatisfactory rating is entitled to a written notice that contains the following:
  - a. The specific critical elements and standards of the position that the employee is failing to achieve;
  - b. A statement of the specific improvements the employee must make in performance to avoid an unsatisfactory rating;
  - c. The steps or actions the supervisor will take to help in that effort; and
  - d. The performance improvement period (45-90 calendar days) given to the employee to bring performance to a satisfactory level.
3. The employee may request ADR under the provisions of Article 21.
4. Where subsequent to the remedial period the employee is rated unsatisfactory and where the Employer proposes to remove or reduce in grade an employee for unsatisfactory performance, the employee will be entitled to a thirty (30) day written notice of the proposed action based on unsatisfactory performance. The notice of proposed action will state:
  - a. The critical elements and performance standards of the position which the employee failed to meet.
  - b. How the employee failed to meet those critical elements and performance standards.
  - c. How the supervisor sought to help the employee meet those critical elements and standards.
  - d. That the employee has fifteen (15) days to respond orally and/or in writing to the notice of proposed action for unsatisfactory performance, and the name of the deciding official to whom the reply should be made.
  - e. That the employee has a right to represent him or herself, have a union representative, attorney, or other representative.
  - f. That the employee is entitled to a written final decision on the proposed adverse action.
5. The final written decision will address the employee's response, if any, and the reasons for the decision.
6. The final decision will also provide to the employee his or her right to go to the MSPB, go to the EEO (where applicable), or file a grievance.
7. The final decision will also provide the name of the Union President and telephone number. The President will then provide the name of the local representative.

## **ARTICLE 24**

### **DISCIPLINARY AND ADVERSE ACTIONS**

1. The Employer agrees that action taken against unit employees will be consistent with applicable laws and be taken for just cause, and be fair and equitable. The Parties agree that the concept of progressive discipline, designed primarily to correct and improve employee behavior rather than to punish, will be followed.
2. Prior to proposing disciplinary action against an employee(s), the Employer may conduct a preliminary investigation to develop the facts. The investigation may include, where necessary, a discussion with the employee who is alleged to have committed the offense. All disciplinary and adverse actions will be initiated within a reasonable time after the investigation. The Union shall be given the opportunity to be represented at any examination of a unit employee by a management official in any investigation which the employee reasonably believes may result in disciplinary or adverse action being taken against the employee and the employee requests representation. In such instances the employer will defer the discussion until the employee secures a representative.
3. For the purpose of this Agreement disciplinary actions shall be letters of reprimand, suspensions for 14 days or less. Adverse actions are removals, suspensions of more than 14 days, furloughs of 30 days or less, or reductions in pay or grade.
  - a. Letters of Reprimand: Letters of reprimand may be issued directly to an employee without a proposal letter. Letters of reprimand shall contain information to indicate specifically why the letter is being issued. The letter will also advise the employee where the letter may be retained, that it will not be retained for more than one year, and if the letter may be used in determining an appropriate penalty if further infractions occur. The letter shall inform the employee that she/he has the right to file a grievance under the negotiated grievance procedure and has the right to be represented by a NFFE representative. The supervisor shall discuss the letter with the employee at the employee's request.
  - b. Suspension of 14 days or Less: The following applies to an individual in the competitive service who is not serving a probationary or trial period under an initial appointment or who has completed 1 year of current continuous employment in the same or similar positions under other than a temporary appointment limited to 1 year or less. Such an employee is entitled to:
    - (1) An advance written notice stating the specific reasons for the proposed suspension;
    - (2) Up to 15 days to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer;
    - (3) Be represented by a NFFE representative, represent him/herself; or be represented by an attorney or other representative in responding to the proposed action;
    - (4) Review the material, including statements of witnesses, documents, and investigative reports. The notice shall inform the employee where this material may be reviewed and that his/her representative may also review the material as well;
    - (5) A written decision and the specific reasons therefore, at the earliest practicable date; and
    - (6) Grieve the decision through the negotiated grievance procedure contained in Article 20. The written decision shall advise the employee of the above rights, along with the name of the Union President and telephone number. The President will then provide the name of the local representative.

- c. Removal, suspension for more than 14 days, furloughs of 30 days or less, reductions in pay or grade: The following applies to an individual in the competitive service who is not serving a probationary or trial period under an initial appointment or who has completed 1 year of current continuous employment in the same or similar positions under other than a temporary appointment limited to 1 year or less. Such an employee is entitled to:
- (1) At least 30 days advance written notice, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action;
  - (2) A reasonable time but not less than 15 days, to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer;
  - (3) Be represented by a NFFE representative, an attorney or other representative, or by him/herself;
  - (4) A written decision and the specific reasons therefore, at the earliest practicable date; and
  - (5) Appeal the decision under the negotiated grievance procedure, the EEO procedure, or to the appropriate office of the MSPB. The written decision shall advise the employee of these rights.
- d. After carefully considering the evidence and the employee's response, if any, including any mitigating factors, the deciding official shall make a timely decision. Such decision may not be more severe than that which was proposed.
- e. A duplicate copy of the letter of reprimand, notice of proposed action or decision will be furnished to the employee to give to the Union at the employee's option.
- f. Time limits for the employee's response may be extended upon request.
- g. Any decision letter to an employee in which it has been decided to take an adverse action will inform the employee of his/her option to appeal the action. It will inform the employee that he/she will be deemed to have exercised his/her option to raise the matter under only one procedure or the other at the time the employee timely files a written grievance, or a notice of appeal under the applicable MSPB or EEO procedure. Employees assigned to an excepted position have certain rights under Chapter 75, Subchapter II of Title V, United States Code, to appeal adverse actions (MSPB rights). The Employer's decision letter shall advise employees of this. The Parties recognize that the probationary/trial period is an extension of the examining process. A written notice of termination and effective date of the termination will be given to the probationary employee.
- h. Time Frames: Normally admonishments will be retained for six months. Normally reprimands will be retained for one year. In extraordinary circumstances, the time frames may be shortened or lengthened by the issuing official. The employee may make a written request to the issuing official that the action be withdrawn prior to the date of the original timeframe. Removal of these actions depends upon the employee's records being clean during the time of retention and the seriousness of the offense. Except in the case of disparate treatment, this decision to remove disciplinary actions early is excluded from the provisions of the grievance procedure. Suspensions which are more than 4 years old will be examined closely to determine their appropriateness in support of further disciplinary/adverse actions.

**ARTICLE 25**  
**STANDARD WORKWEEK AND HOURS OF WORK**

1. STANDARD WORKWEEK: The standard workweek shall consist of forty (40) hours spread over a maximum of five (5) consecutive eight (8) hour days. The standard workweek will be the period for which an employee is paid his/her straight-time pay rate. The Employer will give the Union notification of any change in the hours of work, shifts or tours of duty affecting Unit employees in accordance with the procedure set forth in Article 12 (Negotiations). The Union shall be given the opportunity to request negotiations as appropriate.
2. TOURS OF DUTY: If the Employer proposes to change the workweek from the regular Monday through Friday schedule (standard workweek), the Employer and the Union will meet and discuss the need for a nonstandard tour and negotiate on the new tours. The Employer will give notice to employees in advance of any change in tours of duty.
3. RELIGIOUS OBSERVANCES: Employees whose personal religious beliefs require that they be absent from work during scheduled work periods may elect, with the approval of their supervisors, to engage in available compensatory overtime work within six (6) weeks (before or after) of the time which may be lost as the result of meeting those religious requirements. Employees who elect such overtime work with the approval of their supervisors shall be granted equal compensatory time off from their scheduled tour of duty (in lieu of overtime pay) for such religious reasons, or requirements. The premium pay provisions for overtime work do not apply to compensatory overtime for this purpose.
4. REST BREAK: Each employee is authorized one fifteen (15) minute rest break during each four (4) hours worked in the normal workday for that employee. Additionally, one fifteen (15) minute rest break is authorized within each four (4) hour period of overtime worked.
5. LUNCH PERIOD: Every employee shall be entitled to a forty-five (45) minute period of time for lunch, which normally will be scheduled between 11 a.m. and 2 p.m. In other than exceptional situations, the supervisor will not change the assigned lunch period. The employee shall be free to leave the worksite during this period.

## **ARTICLE 26**

### **FLEXITOUR AND OTHER ALTERNATE WORK SCHEDULES**

1. **PURPOSE:** The Flexitour and other Alternate Work Schedule Plans are designed to provide advantages to both the Employer and the employees. The objectives of the Flexitour Plan and other Alternate Work Schedules (AWS), are to:
  - a. Provide the public with expanded hours of service;
  - b. Increase the hours for communication across time zones;
  - c. Increase productivity;
  - d. Help reduce short-term employee absences and tardiness;
  - e. Improve employee morale by permitting employees to adjust their work hours to meet the needs of their personal lives;
  - f. Improve recruiting and retention;
  - g. Decrease traffic congestion and facilitate the use of alternative forms of transportation and thereby improve air quality;
  - h. Reduce commuting time (by removing trips from peak hours); and
  - i. Increase child care and ridesharing options.

Responsibility for the success of Flexitour and other Alternate Work Schedule Plans must be shared equally by the Employer and the employees. Participation in one of these plans is voluntary and no employee may force another employee to join the plan. After selection of a Flexitour or other Alternate Work Schedule, no employee should suffer a personal hardship as a result of the assignment of a subsequent Flexitour or other Alternate Work Schedule to another employee. Any employee who would suffer a hardship as the result of the program may remain on a fixed schedule with a regular tour of duty. Probationary, temporary, and part time employees may participate only with the approval of their immediate supervisors.

Flexitour and other Alternate Work Schedule Plans shall continue within Passport Services. The Employer may not terminate Flexitour and other Alternate Work Schedules without providing the Union notice and opportunity to negotiate. However, during emergencies, including workload crises, the Employer may suspend an AWS for one pay period during any calendar year after providing notice to the Union and the employees. If Management then proposes to extend the suspension of an AWS for more than one pay period, it must notify the Union and provide an opportunity to negotiate as appropriate over the issue prior to the extension. Flexitour and other Alternate Work Schedule Plans may vary based on the requirements of each Passport Agency.

Where the provisions of this Article describe procedures for Union/Management Councils to develop Flexitour and Alternate Work Schedules, it is understood that Management or the Union may also make proposals relating to tours and Alternate Work Schedules and establish policies through traditional Union-Management bargaining methods. Each office will work out a local agreement through its Union/Management Council including the availability of each plan and the distribution of available slots among interested employees.

2. **PROCEDURE:**
  - a. Each employee who wishes to participate in a Flexitour or other Alternate Work Schedule Plan must submit a written request to the Regional or Office Director through his/her immediate supervisor. The Regional or Office Director will make a reasonable effort to approve the Flexitour or other Alternate Work Schedule requested by each employee. When the Regional or Office Director determines that a Flexitour or other Alternate Work Schedule impacts, or would impact, adversely on Employer costs, productivity, efficiency and/or service to the public, the Regional or Office Director will propose an alternative plan, if practicable, after considering the views of the employees affected. If a temporary modification in an employee's schedule is required by an emergency situation, the modification will be rescinded as soon as possible following the end of that emergency situation.

- b. An employee must arrange in advance his/her Flexitour or other Alternate Work Schedule for a period of time determined by each regional Union/Management Council, normally not less than of one quarter of the calendar year.
- c. Except for a temporary change initiated by an employee and agreed to by his/her supervisor, starting and stopping times must be the same for each workday (except for the 8-hour workday in the 5/4-9 Compressed Work Schedule, which would have starting and stopping times at fixed times within those set for the 9-hour workdays) and must remain the same until a written request for a change is approved by the Regional Director or designee.
- d. Employees who withdraw from one of the Flexitour or other Alternate Work Schedule Plans may do so at any time by giving two weeks written notice to the Regional Director or his/her designee.
- e. The Employer agrees to attempt to accommodate requests for change in Flexitour or other Alternate Work Schedules at any time where the request is motivated by unforeseeable circumstances in an employee's personal life, such as loss of a car pool, illness in the family, etc., provided such a change does not interfere with the accomplishment of the Agency's mission.

3. REQUIREMENTS OF THE PLANS:

- a. The following requirements represent the limitations within which the individual Passport Agencies and other Passport Services offices will establish their Flexitour and other Alternate Work Schedule Plans. These requirements apply to all bargaining unit employees:
  - (1) A lunch period (minimum of 30 minutes) must be incorporated into the workday. This lunch period may not be taken at the beginning or the end of the core time;
  - (2) Each employee is allowed a 15-minute break during every 4 hours worked. Employees may schedule break periods with lunch/dinner periods with the approval of the first line supervisor;
  - (3) A full-time employee must account for 80 hours per pay period including actual hours worked, leave taken, and paid holidays;
  - (4) Supervisors continue to be held responsible for the time, attendance, and productivity of employees under their supervision. Employees participating in the programs are expected to maintain the productivity standards they achieved during regular hours of operation.
  - (5) Those employees who are not authorized, or elect not to work a Flexitour or other Alternate Work Schedule, shall continue to work their present hours.
- b. Each location will maintain the status quo unless the Union/Management Council at each location sets the following:
  - (1) The earliest and the latest time an employee may work;
  - (2) The lunch period; and
  - (3) The core time (that time during which each employee must be present for work).



#### 4. WORK SCHEDULES:

- a. Flexitour Schedule: With a flexitour arrangement, an employee is allowed to select starting and stopping times within the flexible hours. Once a Flexitour schedule is established, the hours are fixed until the employee makes a written request during a time period specified by a local office policy developed by Union/Management Councils at each location.
- b. Compressed Work Schedule (CWS): Compressed Work Schedules are always fixed work schedules. CWSs are arranged to enable a full-time employee to complete the basic 80-hour biweekly work requirement in less than 10 workdays. Employees may work a greater number of hours when overtime is authorized, including working on their normally scheduled day off.
  - (1) The four-day workweek and the 5/4-9 compressed plan are the two types of Compressed Work Schedules available in the Department of State.
    - (a) Four Day Workweek: a full-time employee must work 10 hours a day, 40 hours a week, and 80 hours a biweekly pay period.
    - (b) 5/4-9 Plan: a full time employee must work eight 9-hour days and one 8-hour day for a total of 80 hours in a biweekly pay period.
  - (2) All CWS employees may have set arrival and departure times or the arrival and departure times may be staggered. If the arrival and departure times are staggered, once the schedule is requested by the employee and agreed to by Agency management, these arrival and departure schedules remain fixed until there is an open period for changing or rotating the CWS schedule.
  - (3) Non-workdays for CWS employees will be established locally. Certain days of the week may be set aside by the Union/Management Council that may not be used for non-workdays.
  - (4) Likewise, one specific day for all CWS employees to work as the short day (e.g., 8-hour day on a 5/4-9 tour), or different days for each CWS employee may be set. Once agreed to, the short day remains fixed until there is an open period.
  - (5) During a pay period with one or more holidays, Agency management can not move a CWS employee's short day to fall on a day designated as a holiday, except as may be required for operational reasons as provided for by CWS regulations and other government-wide regulations.
  - (6) A full-time employee on a compressed work schedule, such as the 5/4-9 tour, who is relieved or prevented from working on a day designated as a holiday is entitled to his or her rate of basic pay for the number of hours of the CWS for that day. This means that if a holiday falls on a CWS employee's regularly scheduled 9-hour workday, he or she would receive 9 hours of pay; if holiday falls on a CWS employee's regularly scheduled 8-hour workday, he or she would receive 8 hours of pay. The employee's time and attendance record must reflect this accordingly.
  - (7) If a holiday falls on a non-workday, which is Monday through Saturday, the CWS employee's preceding workday will be designated as the "in lieu of" holiday. The employee's time and attendance record for the "in lieu of" holiday should reflect the number of hours that the employee had been scheduled to work. This means that the holiday changes for the CWS employee, but the non-workday does not.

For example, the fixed non-workday for a CWS employee is Monday.

- (a) If the holiday falls on Monday, the non-workday remains Monday, but the "in lieu of" holiday becomes the preceding workday (or Friday).
- (b) If a holiday falls on the Sunday non-workday of the employee, the subsequent workday (or Tuesday) will be the designated "in lieu of" holiday.
- (8) A full-time CWS employee's time and attendance record will always account for 80 hours of work or will be accounted for by charging leave, excused absence, holiday hours, compensatory time off, or time off as an award during the biweekly pay period (exclusive of overtime).
- (9) CWS employees can not arbitrarily move their non-workday to another day of the week.
- (10) Agency management can not suspend CWS for employees during pay periods that include one or more holidays for the purpose of avoiding the holiday.
- c. Flexiplace: The Federal Flexible Workplace Program provides employees the opportunity to work part of the workweek (generally on a regular basis) at alternative worksites away from the main worksite. Job performance has to be measured by results under clearly defined tasks and deliverables.

The Passport Services instructions will be used as a guideline by the regional Union/Management Councils in administering the Flexiplace Program. Employees who elect and are approved to participate in this program must sign the Flexiplace Agreement found in Appendix A.

- d. Second Shift: The requirements, objectives and mission are the same for all shift work. General schedule employees working a night shift receive a ten percent differential of their rate of basic pay when they perform regularly scheduled night work between the hours of 6:00 PM and 6:00 AM. General schedule employees regularly scheduled on a night shift are also eligible for this night differential when participating in certain training in accordance with 5 CFR 410.402(b), when excused from work on a holiday or other non-workdays, and while on official travel status. For general schedule employees, night shift differentials are paid in addition to overtime, Sunday or holiday pay, but are not included in the rate of base pay used to compute these payments.
  - e. Part Time and Job Sharing: Part time work and Job Sharing are part of the State Department Alternate Work Schedules. The Parties recognize that due to funding and resource limitations, the availability of these alternate work plans is limited. The Employer agrees to notify the Union if and when resources will allow more employees to participate in these plans.
5. CRITERIA FOR MODIFICATION OR RESTRICTION OF FLEXITOUR AND OTHER ALTERNATE WORK SCHEDULES:
- a. Modifications or restrictions of the use of Flexitour or other Alternate Work Schedules by employees shall be based on one or more of the following:
    - (1) Operational consideration, including emergencies, related to the work situation only;
    - (2) Abuse of Flexitour or other Alternate Work Schedules, meaning misconduct of a serious nature during the scheduled work day that would be alleviated by the presence of a supervisor;
    - (3) Temporary suspension of the employee's participation in the Flexitour or other Alternate Work Schedules program for formal training;

- (4) Requirement for close supervision for the initial training required to understand and perform the duties of the position;
  - 5) Requirement for close supervision of employees with serious deficiencies in the performance of their primary tasks over a period of at least one month, to the extent that the level of their performance would constitute grounds for an unsatisfactory performance rating. The intent here is that employees operating at this level would have the attention, to the extent practicable, of their regular or acting supervisors during times that the supervisors would not be available if the employees were participating in a Flexitour or other Alternate Work Schedule Plan.
- b. Justifications for modifications or restrictions may be reviewed upon a change in conditions.

## **ARTICLE 27**

### **DUTY OFFICER PROGRAM**

The Parties support the Duty Officer Program as a means of assisting U.S. citizens with urgent passport problems which arise outside of the normal working hours of Passport Services.

1. Regional Union/Management Councils will be involved in drafting the duty officer schedule and rotation.
2. The Employer and the Union/Management Councils shall strive to see that the duty officer assignments are equitable and do not place an undue burden on any one individual. Consideration should be given to those with scheduled leave or other unusual circumstances.
3. Primary duty officers in the field offices shall be issued Department cell phones or Department pagers and calling cards to be used to pay for outgoing duty officer calls.
4. A minimum of two hours overtime pay will be authorized when an employee must go to the office during off-hours for duty officer cases. Overtime pay is authorized when an employee receives or makes duty officer calls at home. Compensation is authorized in accordance with 5 C.F.R 550.112(h) and other applicable criteria.
5. A minimum of two hours overtime pay will also be authorized for a second employee to accompany the duty officer when the duty officer would otherwise be required to be alone in the agency and has personal safety concerns. Overtime pay is also authorized when the second employee receives a phone call or calls from the primary duty officer.
6. Reimbursement for mileage or public transportation will be authorized for duty officers, in accordance with Departmental policies and procedures on local travel (6 FAM).
7. A duty officer may claim reimbursement for taxi fares when used between his/her home and the office when he/she is dependent on public transportation and his/her travel is during hours of infrequently scheduled public transportation or darkness (6 FAM 1933.1).

## **ARTICLE 28 OVERTIME**

1. **EMPLOYEE ASSIGNMENT:** The Employer will make a reasonable effort to assign overtime work to employees performing the task(s) during the workday. The supervisor will seek to equitably rotate overtime among employees who perform those duties during normal duty hours. Normally, overtime will not be assigned to an employee who is a chronic user of leave or whose record establishes a negative pattern of leave usage.
2. **DISTRIBUTION:** All employees shall have an equal opportunity to share in the overtime, unless an employee indicates unwillingness to perform overtime duties. In the event an employee does not desire to work overtime, the Employer shall make an effort to accommodate the employee's request to be excused from overtime work, provided that another qualified employee, who normally performs the work, is available for the overtime. The Employer agrees that records of overtime work will be maintained by the Employer and that such records will be made available for review by representatives of the Union upon request in connection with a complaint or grievance.
3. **COMPENSATION:** An employee shall neither be compelled nor permitted to work overtime without compensatory time off or paid overtime. Employees shall be compensated for any partial hour worked in appropriate increments of fifteen (15) minutes.
4. **NOTIFICATION:** Except in emergency situations, employees who are required to perform overtime duty will be notified they might be required to perform overtime duty at least one (1) work day prior to the time overtime duty is to commence.
5. **TRAVEL:** Management will normally schedule travel during an employee's regular work hours.
6. **OVERTIME PAY:** Overtime pay shall be paid in a timely manner, normally no more than two (2) pay periods after the overtime is worked.

## **ARTICLE 29 PREMIUM PAY**

1. **FLSA OVERTIME:** Employees covered by the provisions of the Fair Labor Standards Act (FLSA) who, with the approval (scheduled) or knowledge (suffered or permitted) of their supervisors, perform work for more than 8 hours in a day or 40 hours in a week (or in excess of their regular daily or weekly tour of duty if they are on a compressed schedule) shall be compensated for that overtime. The request for overtime will be documented on form JF-56 and signed by the authorizing official (either approving or disapproving.) They will be granted overtime pay, or compensatory time off in lieu of overtime payment for irregular or occasional overtime work if the employee so requests in writing. Employees on flexible work schedules may be granted compensatory time off in lieu of overtime payment for any overtime work, whether or not it was irregular or occasional in nature. If compensatory time off is not requested or taken within 8 pay periods, the employee must be paid for the overtime worked at the rate in effect when the overtime hours were worked.
2. **TITLE 5 OVERTIME (regularly scheduled):** Employees covered by Title 5 who perform officially ordered or approved, regularly scheduled overtime work in excess of 8 hours in a day or 40 hours in an administrative week (or in excess of their regular daily or weekly tour of duty if they are on a compressed schedule) shall be compensated in the form of overtime pay. Regularly scheduled overtime is that scheduled before the beginning of the administrative workweek. An employee may receive compensatory time off in lieu of overtime pay, if the employee makes the request in writing.
  - a. For an employee whose basic pay is at a rate which does not exceed the minimum rate of basic pay for GS-10 (including any applicable locality-based comparability payment under 5 U.S.C. 5304 or similar provision of law and any applicable special rate of pay under 5 U.S.C. 5305 or similar provision of law), the overtime hourly rate of pay is an amount equal to one and one-half times the hourly rate of basic pay of the employee.
  - b. For an employee whose basic pay is at a rate which exceeds the minimum rate of basic pay for GS-10 (including any applicable locality-based comparability payment under 5 U.S.C. 5304 or similar provision of law and any applicable special rate of pay under 5 U.S.C. 5305 or similar provision of law), the overtime hourly rate of pay is an amount equal to one and one-half times the hourly rate of the minimum rate of basic pay for GS-10 (including any applicable locality-based comparability payment under 5 U.S.C. 5304 or similar provision of law and any applicable special rate of pay under 5 U.S.C. 5305 or similar provision of law).
3. **TITLE 5 OVERTIME (irregularly scheduled):** Employees covered by Title 5 who perform officially ordered or approved irregular or occasional overtime work in excess of 8 hours in a day or 40 in an administrative week (or in excess of their regular daily or weekly tour of duty if they are on a compressed schedule) and whose annual earnings are less than the maximum rate for GS-10 may elect to receive overtime pay or compensatory time off (compensatory time must be requested in writing) for the overtime worked. Irregular or occasional overtime is that scheduled after the beginning of the administrative workweek. Employees earning more than a GS-10 Step 10 may be required to receive compensatory time off for irregular overtime hours worked. Form JF-56 will be used for authorization and compensation for irregular or occasional overtime. No coercion shall be used to force an employee to request compensatory time off rather than overtime pay. If an employee is not allowed to take earned compensatory time off due to the needs of the service, and he/she can document such denial, at the end of 8 pay periods the compensatory time must be converted to overtime pay, subject to the GS-10 Step 1 overtime pay cap.
4. **HOLIDAY PAY:** Subject to the maximum rate limitations of Title 5, USC, or other legal or regulatory limitations, employees who perform non-overtime work during regular duty hours on a statutory Federal holiday are entitled to pay at their regular hourly rate of pay plus premium pay at a rate equal to their rate of basic pay for that holiday work that is not in excess of the employee's regular work schedule for that day. For any overtime hours worked outside the regular tour of duty, an employee is entitled to overtime pay or compensatory time off, as outlined in above paragraphs.

## **ARTICLE 30 SEASONALS**

### **1. CONVERSION OF SEASONAL EMPLOYEES TO PERMANENT STATUS**

- a. The Employer and the Union recognize that employees may want to obtain permanent employment status with Passport Services. When attrition-created vacancies exist which will be filled by conversion, the Employer will initiate a survey to find interested employees. Every reasonable effort will be made to contact employees on non-pay status. Employees who express an interest in writing will be considered for conversion under this Article.
- b. Each organization will post on official bulletin boards the criteria to be used in ranking employees for conversion to permanent status. Among the criteria to be used are:
  - Most recent performance assessment;
  - Management assessment of initiative, dependability, and potential, based upon observed objective performance;
  - employee must not be on leave restriction at time of assessment, and,
  - employee must not have had any absences without leave for the four months immediately preceding the conversion.
- c. In the event of a tie, length of service within Passport Services will be used.
- d. Each Agency will maintain a list of employees who have shown interest in writing. Conversions will be made from this list based on the criteria in Section 1b above for attrition-related vacancies.
- e. The Regional Director shall post the position, title and grade of those permanent vacancies to be filled by this conversion process.
- f. The name of the selected employee(s) will be posted on the official bulletin board at the time of selection.
- g. Seasonal employees serving under career appointment may move noncompetitively to other positions in the same way as other regular career employees.

### **2. RETENTION AND RELEASE OF SEASONAL EMPLOYEES**

In considering work requirements, the employer will consider whether recall of seasonal employees will meet the expected needs, and will recall these employees where it is determined this will best meet the needs of the employer. Seasonal employees shall be given 30 days advance written notice of the projected period they will be placed in non-pay status. If it becomes necessary for the Employer to extend the non-pay status of an employee, the employee will be notified both by phone and in writing at the earliest possible moment.

## **ARTICLE 31 LEAVE**

### 1. ANNUAL LEAVE:

- a. The earning of annual leave, as provided by applicable law, is a right; however, the use of annual leave is granted subject to the needs of the Employer.
- b. The Employer has the primary responsibility for scheduling and approving leave. It is the responsibility of supervisors and employees to consult so that leave may be scheduled fairly and equitably and to avoid forfeiture of annual leave. Employees are encouraged to schedule at least two (2) weeks (not necessarily consecutive) of available annual leave every year in order to allow for rest and recreation away from the worksite. This leave should be requested as early in the year as possible so supervisors can set the schedule. This does not prevent employees from requesting leave at other times of the year.
- c. Except when such a practice would interfere with the mission, the Employer will schedule work assignments and annual leave so that each employee who desires and who has sufficient leave may take a vacation. Reasonable efforts consistent with the needs of the Employer and equity to other employees will be made to satisfy the desires of employees with respect to requests for more than two consecutive weeks. When annual leave has been scheduled and approved, an employee shall not be required to change the date of leave except when required by an emergency.
- d. Employees shall state in advance the desired times for annual leave. If several employees desire the same day or time for leave, and they cannot reach agreement to resolve the conflict, leave for that period shall be granted to the employee with the most seniority based on service computation date. However, this rule shall not allow the senior employee to take leave during the same two month period more than two (2) years in succession if other employees, of less seniority, who have requested leave during the same period, would be denied leave at that time.
- e. Requests for annual leave for emergency or unforeseen reasons will be considered on an individual basis. However, the approval of leave cannot be presumed by an employee. In an emergency which could not be anticipated in advance, the employee must contact his/her supervisor or the supervisor's designated representative, either personally or by phone, as early as possible, but normally within two hours after the start of his/her shift on the first day of absence and request the use of annual leave. In cases where the employee's record establishes a pattern of leave usage, failure to obtain the supervisor's permission may result in an employee's absence being charged to absence without leave (AWOL) and disciplinary or other administrative action taken as the circumstances may warrant.
- f. The Parties recognize that it is in the employee's best interest to maintain a reasonable balance of annual leave for emergency purposes; however, no employee shall be required to maintain a minimum annual leave balance.
- g. Forfeited annual leave which had been scheduled and approved in advance shall be restored to the employee if he/she is unable to use the leave prior to the end of the leave year because of exigencies of the public business, sickness of the employee during scheduled annual leave, or administrative error. This section will not apply in cases where leave is forfeited due to operation of Section 1d of this Article.

The parties recognize that decisions on whether exigencies exist which preclude the use of scheduled and approved annual leave are made at a level beyond Passport Services, Bureau of Consular Affairs. Grievances over a refusal to restore leave in such cases will go immediately to arbitration under Article 22.



2. SICK LEAVE:

- a. Sick leave shall be granted to employees for any of the following reasons:
  - (1) When the employee is incapacitated for the performance of duty by physical or mental illness, injury, pregnancy, or childbirth;
  - (2) For medical, dental, or optical examination or treatment;
  - (3) When the health authorities having jurisdiction or a health care provider determines that the employee would jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; or
  - (4) Any other reason listed in 5 CFR 630.401(a).
- b. An employee who is absent because of illness will notify the appropriate supervisor as early as practicable on the first day of the illness, normally within two (2) hours after the employee is scheduled to report to work, and keep the supervisor advised regularly as to when the employee expects to return to duty. It is understood that in extenuating circumstances, an emergency situation may preclude an employee from this reporting requirement. Consideration will be given to an employee if the nature of the illness precludes such personal notification.
- c. Requests for sick leave for medical, dental or optical examinations or treatment will be submitted for approval prior to the beginning of leave. Where practical, these appointments would be scheduled early or late in the workday to minimize the amount of leave required.
- d. Employees shall not be required to furnish a medical certificate to substantiate requests for approval of sick leave unless:
  - an absence exceeds three (3) work days; or
  - the employee has been placed on leave restriction; or
  - when the employee has established an unusual and questionable pattern of sick leave usage, or where there is reasonable doubt as to the validity of the claim to such leave. Failure of the employee to submit an acceptable medical certificate or to provide an acceptable reason for the lack of one may result in the absence being charged to AWOL and appropriate disciplinary action initiated.
- e. Sick leave in excess of three (3) work days must be supported by medical certificate, a statement from the employee acceptable to the supervisor, or other evidence acceptable to the supervisor.
- f. Subject to law and regulations, when required by the exigencies of the situation, sick leave may be advanced for serious disability or ailment, or for purposes relating to the adoption of a child. A maximum of thirty (30) days sick leave may be advanced under these circumstances. Applications for advanced sick leave must be supported by a medical certificate signed by a physician or practitioner. Advance of sick leave is contingent upon the reasonable expectation that the employee will return to work upon recovery.

3. FAMILY LEAVE:

- a. The Parties agree to comply with the provisions of the Family Friendly Leave Act (PL 103-88, as amended), which allows the use up to 13 days of sick leave each year for the following:
  - to provide care for a family member who is incapacitated by a medical or mental condition or attend to a family member receiving medical, dental, or optical examination or treatment; or

- to make arrangements necessitated by the death of a family member or attend the funeral of a family member.

This Act also allows a total of 12 weeks (including the 13 days above) to care for a family member with a serious health condition.

Under this Act, employees may use a total of up to 5 workdays of sick leave each leave year for family care or bereavement purposes. In addition, a covered employee who maintains a balance of at least 80 hours of sick leave will be able to use an additional 8 workdays of sick leave per year for these purposes. These 13 workdays are also included in the 12 administrative workweeks stated above.

For the purposes of this subsection, the definition of a family member includes the following relatives of the employee: spouse and parents of a spouse; children, including adopted children and their spouses; parents; brothers and sisters and their spouses; and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Requests for Family Friendly Leave must normally be requested and approved in advance with acceptable evidence in accordance with the Act.

- b. The Parties further agree to comply with the provisions of the Family & Medical Leave Act (PL-103-03 – 5 U.S.C. 6382), which allows Employees to use up to 12 administrative workweeks of leave during any 12 month period for the following:
  - because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
  - because of the placement of a son or daughter with the employee for adoption or foster care;
  - in order to care for the employee’s spouse, son, daughter, or parent with a serious health condition; and/or
  - because of a serious health condition that makes the employee unable to perform the functions of his/her position.

An employee must invoke entitlement to Family and Medical Leave, and in most cases, provide the Employer with his or her request and acceptable medical certification from the health care provider in accordance with the Act in advance of his/her intent to take the leave.

- c. Employees who are pregnant will be allowed to work as long as they and their doctors feel is wise, prior to delivery. Sick leave requested by an employee will be allowed for physical examinations and periods of incapacitation which are supported by medical certification, i.e., by a physician or medically licensed midwife. After delivery and recuperation, the employee may desire a period of adjustment or need to make arrangements for the care of the child. These additional leave requirements may be taken care of by the use of available annual leave or leave without pay. The employee shall be returned to her position or a like position at the end of such leave, unless termination is otherwise required by expiration of appointment, by reduction-in-force, for cause, or for other reasons unrelated to the maternity absence. The father may request the use of annual leave or leave without pay in order to care for his newborn child, the child’s mother or other minor children. The amount of time allowed shall depend upon the circumstances of the individual case, taking into account workload considerations and the desires of the employee. Additionally, up to 13 work days of sick leave may be granted to the father to care for the child’s mother, as described in Section 3(a) above.

- d. Provisions for leave under this article or under applicable regulations will apply to employees who become adoptive parents.
4. MILITARY LEAVE: As provided by 5 U.S.C. 6323, permanent or temporary indefinite employees earn fifteen (15) days of military leave per fiscal year for active duty, inactive duty training, or engaging in field or coast defense training as a Reserve of the armed forces or member of the National Guard. On-call or seasonal employees are considered permanent if they are hired under career or career conditional appointments. To the extent it is not used, military leave accumulates for use in the succeeding fiscal year until it totals fifteen (15) days at the beginning of a fiscal year. If an employee is called to active duty as a member of the National Guard or Reserves, he/she will be granted military leave, annual leave or LWOP as requested. Members of the National Guard or Reserves who are entitled to leave of absence from his/her duties will be granted such leave without adverse effect on his/her performance rating. Employees shall submit a completed leave slip: submission of a copy of orders is not required beforehand, though it is required upon return to duty. However, the employee should give as much advanced notice of military duty as possible.
  5. ADMINISTRATIVE LEAVE OR EXCUSED ABSENCE: Administrative leave shall be granted to employees for participation in such civic activities as blood donations, Federally recognized civil defense drills (not to exceed 40 hours in any calendar year), and voting. Administrative leave also shall be granted to employees for attendance at conferences and conventions when it is determined that attendance will serve the best interest of the Federal Service. Administrative leave may also be granted when the activity shuts down due to circumstances beyond the agency's control for a short period of time. Instances involving a threat or potential threat to safety and health, such as civil unrest or riots, along with snow storms, floods, lack of heat or electricity and similar events are examples of situations when this type of leave may be appropriate. In addition, administrative leave shall be granted for labor relations training in accordance with Article 11 of this agreement.
  6. HOLIDAYS: Employees shall be granted all holidays given to Federal employees by statute and shall also receive holidays granted through Executive Order. If the holiday falls on a nonworkday, the holiday will be observed according to the provisions of 3 FAM 2336.2.
  7. LEAVE WITHOUT PAY: Employees who do not have leave to their credit and wish to take leave for emergencies or other necessities may request leave without pay. Eligibility for leave without pay is not dependent on a specific length of service, and may be authorized whether or not the employee has annual leave to his credit. Advanced sick leave or advanced annual leave will be considered in accordance with OPM regulations. Leave without pay shall be granted upon request to disabled veterans needing medical treatment, and to reservists and National Guard personnel for military training duties officially ordered by the reservist's unit and for which military leave is not available. Leave without pay may also be granted on an extended basis for educational purposes, while awaiting action on a retirement or Official Workers Compensation (OWCP) claim, while serving as an officer or representative of the Union, and for other reasons.
  8. COURT LEAVE: In every instance the Employer will allow the employee to fulfill the citizenship duties of jury duty, and to serve as a witness for the Federal, state or local government.
  9. LEAVE USAGE: Leave usage shall be charged in increments of fifteen (15) minutes.
  10. TARDINESS: Supervisors shall have the option to excuse infrequent absences and tardiness of less than an hour on the part of individual employees. Each case shall be considered on its merits and no employee shall receive disparate treatment in excusing such tardiness.
  11. SICK LEAVE RESTRICTION: Leave restriction is a non-disciplinary action designed to assist the employee to overcome his/her inability to manage leave. In this regard, the employer will make every effort to assist employees who have established a pattern of leave misuse/abuse.

When a supervisor determines that an employee has established a leave pattern that indicates possible misuse or abuse, the supervisor will counsel the employee and assist him/her in developing methods for reducing leave usage. It is understood that no single leave usage will be controlling in establishing or supporting continuation of a pattern(s) of alleged leave abuse. In addition, the supervisor will notify the employee verbally and in writing and when appropriate, establish a date for expected improvement. If the employee fails to improve, the supervisor will request the issuance of a letter of leave restriction. Noncompliance with the letter of leave restriction may result in disciplinary action.

Leave restriction will be imposed for a period of six months with a supervisory review after three months. If there is significant improvement the employee may be removed from leave restriction and he/she will be notified in writing. Continued abuse, however, will result in a recommendation for disciplinary action.

All sick leave for medical appointments, regardless of the amount requested, must be requested by submitting a completed SF-71, Application for Leave, at least two (2) full workdays in advance and fully explain the need for leave. When it is not possible to request two (2) days in advance, the supervisor will fully consider the circumstances of the particular case before making a decision on the request.

12. UNPLANNED ANNUAL LEAVE ABUSE: Where the Employer has determined that employees are abusing the practice of calling in to report, that for personal reasons they are unable to report to work, or report timely, or where a pattern of either of these exists, the Employer will inform the employee that future requests for unscheduled annual leave may be denied and AWOL charged.
13. LEAVE TRANSFER: Subject to law and regulations, an employee who has a medical emergency, i.e. medical emergency of employee or family member or other hardship situation that is likely to require an employee's absence from duty for a prolonged period of time and to result in a substantial loss of income to the employee because of the unavailability of paid leave, may apply to become a leave recipient for the transfer of unused accrued annual leave from donating employees. The absence from duty without available leave because of the medical emergency must be or must be expected to be at least ten (10) workdays or longer.

Application forms to become a leave recipient or a leave donor shall be made available through request to supervisory personnel. A donor projected to lose annual leave at the end of the leave year may donate no more than the number of hours actually remaining in the leave year. Donors may make donations as often as they wish within the limits set forth in the regulations. When documentation exists reflecting that an employee has abused or made inappropriate use of leave and loss of income can be attributed in whole or in part to low leave balances as a result thereof, the application may be denied.

Management shall use memoranda, notices or other means to inform colleagues of the needs of an approved leave recipient. How widely the information is made known will depend on the estimated needs. Information circulated about a leave recipient should be limited to a brief, tasteful description of the employee's emergency situation and an estimate of the number of hours of leave which will be needed. The recipient's name may not be used in such publicity unless he/she has requested that it be used. A potential donor responding to publicity must be given the name however, since donations must be designated for a specific employee.

Management Officials administering the program shall do so fairly and equitably.

No employee or management official may intimidate, threaten, or coerce any other employee or management official with respect to donating, receiving or using annual leave.

Information concerning individual leave recipients and donors is not to be released to anyone who does not require it for the purposes of administering the leave transfer program.

14. OFFICE CLOSINGS: At all times employees are to presume that their office will be open, as scheduled. When appropriate Federal officials make decisions to close the Federal establishments within their jurisdiction, employees not required to be at their assigned work station or site or at another designated location, may be granted administrative leave or excused absence. The Employer will make reasonable efforts to notify employees how to be informed of an office closing, for example, which radio station or TV channel will carry an announcement of office closing. When office closings exceed one workday, the Employer may further excuse employees consistent with applicable laws, rules and regulations. The Employer agrees to make a reasonable and responsible effort to monitor any ongoing threat to the safety and security of the employees during the work hours, and to keep them informed of the situation as it changes (e.g., during poor weather or civil unrest).
15. Subject to normal scheduling provisions and the requirements of Article 11, leave may be granted to Union representatives to attend Union conventions and conferences. Management agrees to place a priority on such leave requests.

## **ARTICLE 32**

### **SAFETY, HEALTH AND SECURITY**

1. The Employer is committed to provide and maintain safe and healthful working conditions for employees in accordance with the following laws, rules and regulations:
  - a. The Occupational Safety and Health Act of 1970 (P.L. 91-596);
  - b. Executive Order 12196, Occupational Safety and Health Programs for Federal Employees;
  - c. Department of Labor Regulations on Federal Employee Occupational Safety and Health Program (29 CFR 1960);
  - d. Occupational Safety and Health General Industrial Standards and Interpretations (29 CFR 1910); and
  - e. 6 FAM 610.
  
2.
  - a. The Employer will appropriately designate a Safety and Health Officer and a Unit Security Officer at each major duty station. The Employer will publicize the names of the designated Safety and Health and Unit Security Officers.
  - b. The Union through its designated representative may request periodic meetings with the Safety and Health Officer and Unit Security Officer to discuss general matters of safety and health and security concern. At the periodic meetings or at any other time, the designated Union representative may recommend to the Employer:
    - (1) Procedures for the Employer's consideration for use in emergency evacuation;
    - (2) Improvements in the workplace, equipment or procedures that will reduce or eliminate risks of accidents or injuries;
    - (3) Improved methods or approaches to skill training that may result in greater safety to employee(s), thereby increasing efficiency and morale; and
    - (4) Procedures to improve the physical and personal safety of employees.
  - c. The Safety and Health and Unit Security Officers will advise the Regional or Office Director of problems raised in their periodic discussions with the designated Union representatives.
  
3. The Employer shall encourage employees to work safely and to report any unsafe or unhealthful conditions to the employee's immediate supervisor.
  
4. **SAFETY INSPECTIONS:** The Employer shall conduct an annual safety inspection of all areas occupied by unit employees, and a designated Union representative shall have the right to participate in the inspection on official time. When safety inspections are made pursuant to OSHA or other statutes, or Departmental regulations in areas where unit employees work, the Union will be notified and a Union representative may accompany the inspector or inspecting team. The Employer agrees to provide the Union with a copy of all reports of safety inspections. Upon request, the Employer agrees to provide the Union statistical summaries of accident reports.

5. EMPLOYEE RIGHTS: The employee has the right:
  - a. To have access to copies of the Department's safety standards and injury and illness statistics;
  - b. To comment on occupational safety and health standards which the Employer follows or proposes;
  - c. To report and request inspections of workplaces which the employee believes to be unsafe or unhealthful, without fear of coercion or reprisal; and
  - d. To appeal to the Safety Director or the Assistant Secretary for Administration if the employee disagrees with the final disposition by the Department concerning working conditions reported as unsafe or unhealthful.
  
6. ALLEGATIONS OF REPRISAL: No employee shall be subject to restraint, interference, coercion, discrimination, or reprisal because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to Section 19 of the Occupational Health and Safety Act of 1970 or to Executive Order 12196, or because such employee has participated in or is about to participate in any such proceeding, or because of the exercise by such employee on behalf of himself, herself, or others any right afforded by Section 19 of the Act or Executive Order 12196. These rights include, among others, the right of an employee to choose not to perform his or her assigned task because of a reasonable apprehension of health risk or serious injury coupled with a reasonable belief there is insufficient time to seek effective redress through established hazard and abatement procedures.
  
7. VIDEO DISPLAY TERMINAL: Operators will not be expected to work continuously at a terminal in excess of one hour periods. Operators are encouraged to briefly interrupt their video display terminal work (for example, by standing, stretching, etc.) at the end of every hour before resuming work. Approved breaks and lunch periods may also be used to interrupt the work periods.
  
8. In each Agency where a move or major renovation is undertaken, the Employer will request that GSA (or building management) provide and maintain separate lavatory facilities for building employees. It is understood that resource constraints, local regulations, and building occupancy arrangements cannot guarantee separate facilities.

Clean drinking water shall be accessible to employees except in highly unusual and temporary emergency situations, i.e., water shutdown for emergency plumbing repair, etc. The employer shall provide alternative water sources where there is a certifiable need.
  
9. Management will take reasonable steps to ensure the safety of all employees, including those employees using private interviewing rooms or interviewing the public in the field.
  
10. In the case of job related injury/illness, the appropriate Employer representative will explain to the employee the rights and options available under the Federal Employee's Compensation Act. The Employer representative will supply the employee with the appropriate claim forms and assist the employee in the completion of the forms. Employee-submitted forms will be promptly forwarded to PER/ER for proper handling and disposition. The Employer will ensure that employee-submitted forms and forms that must be completed by the Agency are promptly forwarded to the appropriate District of the Office of Workers' Compensation Program.
  
11. Union/Management councils will encourage employees and Employer officials to obtain training in CPR and First Aid. As determined by the Employer, official time may be granted to obtain such training. A First Aid kit will be provided and maintained by the Employer in each office.
  
12. The Employer agrees to notify the Union Vice President of threats to the safety of the employees.

## **ARTICLE 33**

### **EMPLOYEE ASSISTANCE PROGRAM**

1. The Employer recognizes alcoholism, drug abuse and other medical/behavior problems as treatable illnesses. The employer recognizes that such problems may adversely affect an employee's job performance or conduct. Employees having these illnesses will receive the same careful consideration and assistance that is extended to employees having any other illness or health problem. The Employer will attempt to provide qualified employees with reasonable accommodation to overcome problems which have contributed to poor performance or conduct.
2. Employer representatives shall maintain contacts with the local federally sponsored health facility, to which employees who request assistance can be referred. In locations where no federally sponsored health facility is readily available, the Employer representative will refer employees who request assistance to local community mental health and/or alcohol and drug abuse treatment facilities, and for this purpose will maintain an up to date listing of such facilities. The Employer shall publicize the availability of the Employer representative to provide these referrals.
3. An employee who wishes to request referral assistance may bring a Union representative to the initial discussion with the Employer representative.
4. No employee will have his/her job security or promotion opportunities jeopardized by his/her request for referral assistance, except as permitted by applicable law. In cases where an employee has sought professional help, the supervisor shall consider the professional's timely opinion regarding the employee's prospects of rehabilitation before taking action to discipline or terminate that employee.
5. Supervisors should not attempt to diagnose an illness, or counsel the troubled employee about an illness, unless the employee asks for the supervisor's personal assistance.
6. Supervisors should encourage and support any employee's attempt at rehabilitation, including the granting of leave in accordance with applicable regulations, for the purpose of undergoing rehabilitative treatment.
7. CONFIDENTIALITY: The confidential nature of records of employees with medical/behavioral problems shall be maintained. Such records, and information about the employee's participation in a counseling or rehabilitation program, will be released only in accordance with applicable laws and regulations.
8. The Employer will encourage the Office of Medical Services to arrange a meeting/training session on an annual basis. The Employer will post information about the Employee Assistance Program and assurances of confidentiality for participants on official bulletin boards.



## **ARTICLE 34**

### **DRUG FREE WORKPLACE PLAN**

1. The purpose of the Drug Free Workplace Plan is to set forth objectives, policies, procedures, and implementation guidelines to achieve a drug-free Federal workplace, consistent with Executive Order 12654. The sensitive nature of the Agency's work compels the agency to eliminate illegal drug use from its workplace. Employees must refrain from using illegal drugs whether on or off-duty. Use of illegal drugs is inconsistent with the high standards of performance, discipline, and readiness necessary to accomplish the mission. The Union recognizes and shares the concern of the Employer to achieve a drug-free workplace. The Employer will provide a copy of the Departmental Drug Free Workplace Plan to each Passport Office along with a copy of this Article and, upon request, will make copies available to employees. The Employer will also make the Plan available electronically via the Passport Services Intranet. The Department of State "Drug Free Workplace Plan" will be followed along with the provisions of this article.
2. The plan includes the following types of drug testing:
  - a. applicant testing;
  - b. random testing of employees in sensitive positions identified as "testing designated positions" (TDP);
  - c. reasonable suspicion testing;
  - d. accident or safety mishap testing;
  - e. voluntary testing; and
  - f. follow-up testing after counseling and/or rehabilitation for illegal drug use.
3. Under Executive Order 12564, the Department is required to initiate action to discipline any employee found to use illegal drugs in every circumstance except one: (1) If an employee voluntarily admits his or her drug use; (2) completes counseling or an Employee Assistance Program; and (3) thereafter refrains from drug use. This provision is not available to an employee who is asked to provide a urine sample, or who is found to have used illegal drugs pursuant to Sections VIII (A) (1), or VIII (A) (2), of the Department Drug Free Workforce Plan and who thereafter requests protection under this provision.
4. All employees who hold positions subject to random testing will receive individual notices indicating that their positions have been designated testing positions. Employees will be required to return a signed form acknowledging receipt of the notice.
5. Employees will be provided training on the Department Plan. A Union Official may speak at these sessions. These sessions will be in addition to the supervisory training required by the plan. The training will be accomplished within 6 months of the signing of this Agreement. The Employer will request training materials such as videos from the Department and provide them to the Regional offices as they become available.
6. When an employee is selected for random testing the employee will be notified on the same day the test is scheduled. This will normally be done within 2 hours of the scheduled test. For an employee who commutes to work using mass transit, the Employer will reimburse taxi fare if insufficient time is provided to go to the testing site using mass transit. The Employer will reimburse the employee for parking fees and mileage when the employee travels to the testing site by personal vehicle. The employee will be told that he/she is not under suspicion of using illegal drugs and that his/her name was selected randomly.
7. When an employee has been informed that his/her test result is positive, the employee may provide information or evidence which he/she believes may have affected the test results to the Medical Review Officer (MRO). The MRO will consider the employee's submission prior to reporting a positive test result to the Department.

8. All urinalysis samples will be taken at a collection site certified under the Department's program.
9. In order to provide a complete sample, so that the laboratory may split the specimen for accuracy, the employee may be required to remain at the collection site until the end of the employee's tour of duty on the day set for testing.
10. An employee testing positive shall be entitled to Union representation during any meeting between the employee and Agency representatives concerning the test results, if the employee requests Union representation.
11. An employee who is the subject of a drug test shall, upon written request to the Drug Program Manager (M/MED/EX), have access to any records relating to:
  - a. such employee's drug test; and
  - b. the results of any relevant certification, review, or revocation of proceedings.
12. Reasonable suspicion testing will be based upon a "reasonable suspicion" of on-duty, drug-related impairment supported by evidence of specific personal observations concerning job performance, appearance, behavior, speech or bodily odors of the employee. Information provided by a source who refuses to reveal his/her identity may not, in and of itself, serve as a basis for reasonable suspicion testing.
13. The Union may visit any of the facilities authorized to perform urinalysis collection and/or testing upon request and coordination with the Program Coordinator.
14. Only an employee who is in a position that requires random drug testing (a "testing designated position") will be required to submit to drug testing under the random selection procedure. An employee can challenge the drug testing designation of his/her position.
15. The Employer may defer an employee from the random drug testing if the first and second line supervisors concur that a compelling need exists. For example, a test may be deferred if the employee:
  - a. is in an approved leave status (sick, annual, excused, or LWOP);
  - b. is in official travel status away from the test site or is about to embark on official travel scheduled prior to testing notification.
16. An employee who is not required to submit to drug testing may voluntarily request to be included in the pool for random drug testing.
17. The Employer will notify the Union of any proposed changes to the Department's Drug Free Workplace Plan and provide the Union an opportunity to negotiate as appropriate.

## **ARTICLE 35**

### **CONTRACTING OUT OF WORK**

1. It shall be the policy of the Employer to inform the Union of reviews and studies of Passport Agency functions that could be expected to impact the continued employment of bargaining unit members.
2. The Employer agrees to furnish the Union with a copy of, and, upon written request, brief the Union on, schedules concerning contracting out studies, including those published in the *Commerce Business Daily* or the *Federal Register* that would impact Unit employees. Should any of these schedules be revised, copies of the changes will also be provided.
3. The Employer agrees to furnish the Union with results of reviews and will provide available data that would impact unit employees. The Union will be notified at least 30 days prior to the beginning of a cost comparison study for contracting out that may affect employees, with management agreeing to consider timely input from the Union regarding how work and materials could be more efficiently accomplished or utilized.
4. The Union may request copies of any relevant and pertinent data in connection with the implementation of A-76. After review of any such written request, the Employer will provide the Union with the desired information, as appropriate under law and other controlling government-wide regulations.
5. The Employer will provide progress reports to the Union regarding the status of A-76 initiatives during regular Union/Management Council conference calls.
6. The Union may assist employees and the Employer in preparing performance work statements (PWS) and review and make suggestions on all PWS's prior to bid openings.
7. At the time the Employer announces the results of any cost comparison concerning work normally performed by unit employees, the Union will be notified. Copies of the relevant analysis and pertinent documentation will be provided to the Union upon written request.
8. 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.
9. The Employer recognizes the "right of first refusal" that provides that the contractor will grant those Federal employees displaced by direct result of such contract the right of first refusal of employment openings created by the contractor except when provided by law or government-wide regulation.
10. Bargaining unit employees will not be under the supervision of a person who is not an employee of the federal government.
11. The Agency agrees to follow the reduction in force (RIF) procedures provided in this agreement and applicable regulations where employees are to be separated from service. Employees may use statutory appeals procedures to appeal any RIF action.
12. The Employer will exert maximum effort to assist employees in finding suitable employment for any displaced employees affected by contracting out decisions.
13. The Parties recognize that on July 21, 2000 the Department of State's Office of Legal Adviser reaffirmed its 1992 determination that the adjudication of claims of citizenship and nationality is an inherently governmental function.

## **ARTICLE 36**

### **REDUCTION-IN-FORCE/OUTPLACEMENT**

1. The Employer and the Union jointly recognize the desirability of maintaining the stability of employment for employees.
2. The Employer, recognizing the Union's interest in protecting and representing employees, will give the Union advance notice and an opportunity to negotiate on the impact and procedures to be used in a RIF, and keep the Union informed of RIF developments. Such notification shall be in writing and provided to the Union prior to any official notification to employees.
3. The Employer will notify the Union of a proposed RIF at least forty-five (45) days before the proposed effective date. At that time, the Employer will advise the Union of the reason for the reduction-in-force and/or transfer of function, the number, title, series, and grades of employees affected, and the measures being considered at that time by the Employer to reduce the adverse impact on employees.
4. The Employer will give affected employees as much advance notice of reduction-in-force and/or other transfer of function as is administratively feasible (in most cases 60, but in no case fewer than 30 days). Notice to employees shall comply with governing OPM regulations and shall contain the employees' grievance and appeal rights.
5. The Employer agrees to make retention registers and other RIF and transfer of function documents available to the affected employee(s) and his/her representative.
6. In an effort to provide assistance to affected employees, the Employer agrees to maintain a Career Transition Assistance Program consistent with OPM regulations. The purpose of this program is to help place present and former career or career-conditional employees who have been displaced or who are scheduled to be displaced from their positions.
7. The Union and the Employer will jointly encourage each employee to see that his/her personnel file and SF-171 are up-to-date as soon as the RIF transfer of function is announced. The Employer will add to the personnel file appropriate changes or amendments requested by the employee. Both the personnel file and SF-171 will be used to match employees with vacancies and other positions. Employees possessing skills in more than one area will be considered for positions in such areas.
8. In the event career or career-conditional unit employees are being separated as a result of a reduction-in force or reorganization, the Employer will establish a Career Transition Assistance Program. The primary aim of the program will be to assist in finding continuing Federal employment for affected employees.
9. The Employer will review the folders of employees being separated to identify the specific grades and series of positions for which the employees qualify and obtain the desires of employees affected in order to develop the best opportunities for continued employment. The Union, with the employee's permission, may review the above folders.
10. An eligible employee may participate in the program unless he/she accepts a non-temporary position or declines an offer of a non-temporary position with a representative rate the same as, or higher than, the position from which he or she was separated. In order to be considered a valid offer, such position must be within the employee's commuting area or another geographic location in which the employee has expressed a written interest.

## **ARTICLE 37**

### **DURATION AND EXTENT OF AGREEMENT**

1. EFFECTIVE DATE AND TERM:
  - a. The effective date of this Agreement shall be the date it is signed by the Parties, subject to the approval of the Secretary of State or designee. It shall remain in effect for three (3) years.
  - b. The Agreement shall be renewed annually on each anniversary date thereafter, unless between one hundred five (105) and sixty (60) calendar days prior to any such date either party gives written notice to the other of its desire to amend or modify the Agreement. If such notice is given, this Agreement shall remain in full force and effect until the changes have been negotiated and approved.
2. AMENDMENTS AND SUPPLEMENTS: This Agreement may be amended and/or supplemented as follows:
  - a. At any time by mutual agreement of the Parties.
  - b. Under the provisions of the Articles entitled "Negotiations" and "Union Rights and Representation."
  - c. Within a reasonable time after the enactment of any new law or regulation of appropriate authority which affects the provisions of this Agreement. A proposal by either party to negotiate such amendment(s) or supplement(s) shall cite the pertinent law or regulation and the Article(s) of this Agreement affected.
  - d. Representatives of the Employer and the Union shall begin negotiations within 30 calendar days of a request to negotiate under the provisions above, unless the Parties agree to another specific date.
3. EFFECTIVE DATE, AMENDMENTS AND SUPPLEMENTS: Amendments and supplemental agreements shall become effective on the date signed by the Parties, subject to the approval of the Secretary of State or designee. They shall remain effective concurrent with the basic agreement. If agreement or rejection under law has not been received by the Union within 30 days from the date the parties signed the contract at the table, the contract will be effective on the 31st day following that signing.

## **Appendix A Flexiplace Agreement**

As a flexiplace participant, I will adhere to the following procedures. I understand that failing to do so will disqualify me from participation in the flexiplace program.

- (1) All applications must be transported locked in the container provided by the agency.
- (2) Applications must be transported by personally owned vehicle or taxicab at employee's expense. Use of all other public transportation is prohibited.
- (3) The applications must be placed in the trunk, or out of the field of vision from outside the vehicle, and taken directly to the employee's residence.
- (4) The Adjudication Manager or a designated supervisor will log applications out of the agency, and back into the agency on a transmittal sheet.
- (5) All applications must be returned to the agency the day following the flexiplace day. No annual or sick leave will be approved for an employee holding applications at home except under extreme circumstances, such as a family emergency, a death in the family or a serious accident or illness. Under an extreme circumstance such as those listed, it is expected that the applications will be returned to the agency as soon as possible. If emergency leave is required more than once, management reserves the right to suspend an employee from the program at management's discretion.
- (6) All applications used will be routine Lockbox.
- (7) Senior agency staff will audit a percentage of the work completed at home.
- (8) Each specialist will take home a daily quota of applications and will be expected to complete all cases.
- (9) In the event of a robbery the employee must notify the local police and the Agency Regional Director's Office as soon as possible.
- (10) If a document or application is lost among flexiplace work, management reserves the right to suspend the employee, who logged the applications out, from the flexiplace program. The employee's reinstatement to the program will be at the discretion of the Regional Director.
- (11) The "Flexiplace Days" will be Tuesday, Wednesday and Thursday. The Adjudication Manager will maintain an equitable schedule for participants.
- (12) All participants must sign this agreement prior to taking applications home.

Sign \_\_\_\_\_

Date \_\_\_\_\_

## Appendix B (for informational purposes only)

July 21, 2000

### MEMORANDUM

TO: CA/PPT/FO  
FROM: L/CA  
SUBJECT: Contracting Out Passport Functions

We understand that you have been asked by the passport agency employees' union whether the passport adjudication function can be contracted out. In 1992 we advised the Passport Office that it cannot be contracted out because passport adjudication is an inherently governmental function. This remains our view. Thus, government employees must retain control over the actual decision to issue or to deny issuance of a passport.

The following is a summary of the basis for our opinion:

For purposes of federal acquisition law, the operative definition of "Governmental function" is that contained in section 6.e of OMB Circular No. A-76 (Rev. Aug. 4, 1983), which provides as follows:

- e. A Governmental function is one so intimately related to the public interest as to mandate performance by Government employees. These functions include those activities, which require the exercise of discretion in applying Government authority or the use of value judgement in making decisions for the Government. Services or products in support of Government functions, such as those listed in Attachment A, are commercial activities and are normally subject to this Circular. Governmental functions normally fall into two categories:
  - (1) The act of governing; i.e., the discretionary exercise of Government authority
  - (2) Monetary transactions and entitlements

A United States passport may only be issued to citizens or nationals of the United States (22 U.S.C., sec. 212), and during the term of its validity is proof of U.S. citizenship or nationality (add cite). The State Department's authority to grant and issue passport is set forth in 22 U.S.C. sec 211 (a). This section provides:

The Secretary of State may grant and issue passports, and cause passport to be granted, issued, and verified in foreign countries by diplomatic representatives of the United States, and by such consul generals, consuls, or vice consuls when in charge, as the Secretary of State may designate, and by the chief or other executive officer of the insular possessions of the United States, under such rules as the President shall designate and prescribe for and on behalf of the United States, and no other person shall grant, issue, or verify such passports.

22 U.S.C. 211 (a) (emphasis added). A "passport" is defined by Department regulations as "a travel document issued under the authority of the Secretary of State attesting to the identity and nationality of the bearer."

It is clear from these statutes that the decision to issue a passport is inherently a decision that the passport application is a citizen or national of the United States — a decision that only a government can make. This does not mean that every step involved in processing passport applications involves the performance of an inherently Governmental function. To the extent that steps leading up to passport issuance involve simply input of data or the evaluation of the application against well-

defined objective criteria that may be performed with little or no exercise of discretion or judgement, it appears that such steps may properly be performed by contractor personnel. See Nuclear Regulatory Commission Licensing Examiners, Comp. Gen. No. B-242942, 70 Comp. Gen. 682 (Aug. 27, 1991) (finding NRC's use of contract employees to perform testing procedures involved in licensing operators not to involve the performance of inherently Governmental functions, where NRC guidelines for testing were so comprehensive and detailed regarding all aspects of the testing procedures that contract employees exercised minimal discretionary authority and made limited value judgments in preparing recommendations for NRC employees who decided whether or not to grant operator licenses).

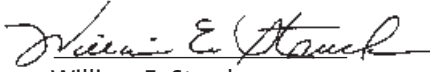
It cannot, however, be reasonably asserted that the ultimate determination whether or not to issue a passport is anything other than an inherently Governmental function. A passport serves as the attestation of the United States Government to the identity and nationality of the bearer. In the NRC case cited above, the NRC's Office of General Counsel stated that the licensing of nuclear operators was an inherently Governmental function, but that the contract examiners were only assisting NRC staff who performed the licensing function. Similarly, the ultimate decision to issue a passport or to deny a passport application is a Governmental act that may properly be performed only by a Government employee.

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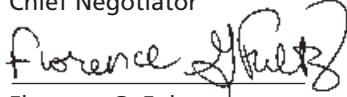


The National Federation of Federal Employees, IAMAW, Local 1998, and the Passport Agency, hereby agree to this negotiated agreement on the 3rd of May, 2001;

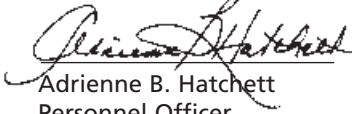
FOR THE AGENCY



William E. Struck  
Chief Labor Relations  
Department of State  
Chief Negotiator



Florence G. Fultz  
Director, Field Operations

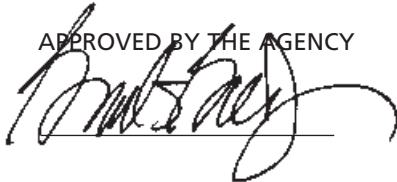


Adrienne B. Hatchett  
Personnel Officer

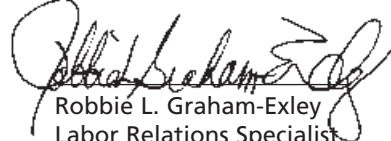


Maria D. Middleton  
Regional Director

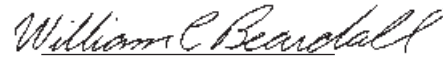
APPROVED BY THE AGENCY



FOR THE UNION



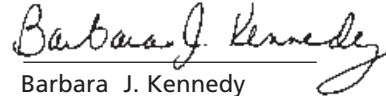
Robbie L. Graham-Exley  
Labor Relations Specialist  
NFFE-IAMAW  
Chief Negotiator



William C. Beardall  
President, Local 1998



Colin Patrick Walle  
Secretary/Treasurer, Local 1998



Barbara J. Kennedy  
Negotiator

1/3/001  
Date