

Union-Management Collective Bargaining Ground Rules

December 12, 2005

1. The parties agree that each bargaining team will consist of 5 members. For the Union team, there will be 4 bargaining unit employees and 1 negotiator appointed by NFFE. All bargaining unit employee negotiators will be on official time for negotiations, travel days, and preparations during the term of negotiations. Appropriate travel and per diem will be paid to Union bargaining unit negotiating team members. Either party may change the members of its negotiating team including the chief negotiator upon notification to the other party, however, any changes will not delay negotiations.

2. The 4 bargaining unit employee negotiators (bargaining team) for the Union and up to 4 additional bargaining unit employees (bargaining committee) will be on official time during preparations during the term of negotiations. These 8 bargaining unit team members will receive a total of 48 additional hours of official time each prior to the exchange of proposals. Additional time may be requested, if justified. The Union President will receive an additional 8 additional hours of official time prior to the exchange of proposals, to be used in the two weeks prior to the actual exchange of proposals.

For the purposes of any office space designated for the Union President, the days assigned as official time for contract negotiations preparations shall be considered "designated official time days".

Commencing the first week after these ground rules are signed, and prior to the start of face-to-face negotiations, the 8 union team members will receive a minimum of 8 hours per week of official time for preparations. This is to continue until the union team member depletes the 48 hours of official time. This time will be established with the employee's supervisor, and will not impact the amount of official time allowed under the current Agreement. If necessary, any official time needed to file grievances or ULP's alleging violations of these Ground Rules will not impact the amount of official time allowed under the current Agreement or under these Ground Rules.

The team and committee members will be granted access to a shared printer and, if available, scanners, and videoconference equipment. When it becomes necessary to conduct communications with other bargaining team members, local management will provide an area that is both quiet and private.

3. One quarter-hour of official time will be granted to every bargaining unit employee in Passport Services in order to respond to one representational survey conducted by the Union between the effective date of these ground rules and April 1, 2006. Any time needed for the survey beyond the quarter-hour will have to be done on personal time (on break/lunch or before/after work). For those offices which do have a Union representative(s), the representative(s) will be granted a reasonable amount of official time to distribute and collect the surveys during work hours. The Union representatives shall record the time used for distributing and collecting the survey (for Passport Specialists, using MIS).

4. The parties agree to submit proposals to each other via email in a Word Document format by COB on January 24, 2006. [The parties agree that no new articles will be opened after January 24, 2006 without the mutual consent of both parties.] The parties agree to use email and other means to the maximum extent possible in order to arrive at an agreement. The parties have until February 23, 2006 to submit counterproposals, though they may be submitted prior to that date. The parties then have until March 24, 2006 to respond to the counterproposals. The 4 Union negotiators will be granted a total of 40 hours per person of official time, a minimum of 8 hours/week, in order to participate in the bargaining via email.

Each proposal will show the current contract wording in unchanged font, any new proposed wording in *italics*, and any deletions of current wording in ~~strike through~~. Should either party submit a "new section" or a "new article" for inclusion, the title and number of the section/article will be in yellow highlight.

No time extensions are allowed unless mutually agreed by both parties.

5. If the contract is not completed by March 24, 2006, the parties agree to meet April 11, 2006 in Washington, DC for face-to-face negotiations. The Union negotiators will arrive on Monday, April 10, 2006. The parties agree to negotiate from 9:00 AM to 12:00 PM and from 1:30PM to 4:30 PM on April 11th, 12th, 14th, 17th, 19th, and 21st until completed or at impasse. The Union negotiators will depart on a scheduled workday, or will receive comp time if they must travel on the weekend. The time schedule for negotiations may be extended or limited by mutual agreement. Management shall provide all office equipment and supplies for conducting and documenting the negotiations.

Both parties may mutually agree upon the presence of subject matter experts (SME'S) during negotiations. A SME may participate in the negotiations only to the extent that the SME's specialized knowledge and presence is necessary for full and proper discussions between the parties (e.g., an HR SME or a NFFE SME).

When the parties tentatively agree on the content of an Agreement, the language shall be initialed and dated by the Chief Negotiators or their designees on two originals, and copies provided to both party's team members. Each party shall retain one original.

Either party may request a recess in scheduled negotiations. Any recess shall be by mutual consent.

6. If agreement has not been reached by April 20, 2006, and if all proposals have been discussed thoroughly, the parties agree to contact the Federal Mediation and Conciliation Service to have a mediator try to settle the issues. The mediator will be contacted before the face-to-face session. The parties will meet to mediate the unfinished articles on April 21 through April 27, 2006, excluding the weekend.

7. If an agreement is not reached during the April 2006 face-to-face session or mediation, the parties agree to take a hiatus through May, June, and July. Subsequent negotiations will begin in August 2006. The 4 Union bargaining team members will be provided a total of 16 hours of official time each and the 4 Union bargaining committee members will be provided a total of 8 hours of official time each to prepare for the subsequent bargaining session(s). The parties agree that any subsequent negotiations will be face-to-face, unless the parties mutually agree to negotiate via email. Any face-to-face bargaining session(s) will be scheduled for one-week durations to take place each month beginning in August 2006. The Union bargaining team will travel on the Monday before the session and the parties will meet on Tuesday, Wednesday, and Thursday, from 9:00 AM to 12:00 Noon and from 1:30 PM until 4:30 PM. The Union negotiators will depart on a scheduled workday, or will receive comp time if they must travel on the weekend.

8. During face-to-face meetings, each party is entitled to caucus at any time for up to 20 minutes. Any caucus in excess of 20 minutes must be agreed to by both parties.

The Union will be provided with a private location to engage in caucuses and responses to proposals. The location will have a phone. The Union will also be provided with access to a semi-private cubicle space that shall have a computer, access to a color printer, internet access, and if available, a scanner.

The Union will be allowed to use information on computer disks while operating that computer. The disks will be provided by the Passport Agencies where the negotiators work and will only have information related to the contract negotiations copied on to them.

9. The parties agree to a professional level of negotiations taking into account each other's interests in reaching agreement on the contract. After the initial exchange of proposals, the parties agree to use a traditional-based bargaining approach in all negotiations.

10. The parties agree that no written allegations of non-negotiability regarding contract proposals will be alleged or submitted regarding contract proposals to the FMCS, FSIP, or FLRA until all the articles have been discussed at least twice. If issues are submitted to the FSIP, the contract will be held for their decision and the language provided by the FSIP will be put into the contract. However, if issues go to the FLRA for a negotiability decision, the rest of the contract will be signed off pending the final decision. If the decision of the FLRA is that the issues submitted are negotiable, the parties will meet to reach agreement on those issues. The agreed to language will be included in the contract as an addendum.

11. The current Agreement will remain in full force and effect until negotiations are completed and approved in accordance with statutory requirements. The parties may consent to modify or supplement an article during this process; however, upon final approval the renegotiated Agreement supercedes all previous Agreements.

For the Union:	For Management:
<p>_____ Steve Flory – NFFE Business Representative Chief Negotiator</p>	<p>_____ - Chief Labor Relations, Dept of State Chief Negotiator</p>
<p> _____ Colin Walle – NFFE Local 1998 President Negotiator</p>	<p> _____ Gary Roach – PPT Services, Office of Field Operations Negotiator</p>