



Settlement Agreement



Date: May 7, 2010

FMCS Case Number: 101222-52493-A

Location: Chicago Passport Agency

Issue: Compressed Work Schedules

Content: Grievance/Arbitration Settlement Agreement

This Settlement Agreement is entered into by and between the United States Department of State, Passport Services ("Agency" or "Management") and the National Federation of Federal Employees, Local 1998 ("Union"), collectively referred to as the "Parties." In accordance with Article 20 of the collective bargaining agreement (CBA, or "Master Agreement") between the Parties, on October 13, 2009, the Union filed a Step 2/Final Step Grievance with the Agency titled "Termination of CWS," regarding the termination of the night shift at the Chicago Passport Agency (PPT/CG).

On August 12, 2009 Management notified the Union that it would be unilaterally moving twenty-two (22) bargaining unit employees from the night shift to the day shift at PPT/CG effective October 10, 2009. The Union invoked arbitration on December 7, 2009 (FMCS Case Number 101222-52493-A). While neither of the parties admit fault under this proceeding, the Parties do now wish to fully and finally resolve this grievance, without the need for arbitration.

Now Therefore, the Parties Mutually Agree as Follows:

1. The Union agrees to the termination of the night shift at PPT/CG effective October 10, 2009.
2. The Parties agree to adopt a 4/10 CWS on the day shift at PPT/CG. The Parties at PPT/CG shall adopt the Union's September 13, 2009 proposal for a Compressed Work Schedule Agreement, with modifications (see attached AWS Agreement).
3. To make the twenty-two (22) affected employees whole, Management agrees to the following:
 - a. Each affected employee shall receive a payment of \$1800.00 to resolve all back pay and interest claims for the ten percent night differential that may have been lost had the night shift not been terminated unilaterally by Management.
 - b. Management commits to a fair and equitable rotation of former night shift employees through the CSM office, the FPM office, and holds, reissues, suspense, bad payments, etc. (i.e., assignments other than desk and counter adjudication).
4. The Union withdraws the grievance. The grievance will not be submitted to arbitration.
5. The Parties have timely cancelled the arbitration hearing that was scheduled for June 9, 2010 in Chicago. If the arbitrator contacts the Parties regarding any billing issues, Management agrees to be responsible for resolving the matter with the arbitrator.

6. Management agrees that no employee or Union official will suffer any retaliation in any manner whatsoever (including disciplinary or performance based actions) for participating in this case and that the Union as an entity will suffer no retaliation.
7. The Parties agree that any revisions, modification or termination of the AWS Program at Chicago Passport Agency (PPT/CG) must be completed in accordance with 5 USC 6131 and the Master Agreement between Passport Services and NFFE Local 1998 dated July 20, 2009.
8. The Parties reiterate that the terms and wording of the Master Agreement cannot be amended at the local office level. Only the Parties at the national level may amend, supplement, or modify the collective bargaining agreement. Agreements or policies reached through bargaining or otherwise instituted at the local office level must be consistent with the provisions of the Master Agreement
9. The Parties agree that if there are any disputes over the application or interpretation of this agreement that cannot be settled by the Parties, then either Party (or an individual employee) may submit a grievance in accordance with Article 20 of the Master Agreement.
10. All PPT/CG bargaining unit employees shall be given 30 minutes of official time to read this settlement and the PPT/CG CWS agreement.

FOR THE UNION:



Colin Patrick Walle
Union President
NFFE Local 1998



Rob Arnold
Vice President
NFFE Local 1998

FOR MANAGEMENT:



Steve Polson
Chief Labor-Management Negotiator
U.S. Department of State