

Settlement regarding Arbitration procedure

August 27, 2015

The Parties to this Agreement (which supplements the collective bargaining agreement), are the National Federation of Federal Employees, Local 1998 (Union) and the Department of State, Bureau of Consular Affairs, Passport Services (Agency). The Parties have exchanged proposals regarding a dispute over Article 22. This agreement settles all matters related this issue.

The Parties agree to the following:

- All email exchanges under this agreement will be sent from the Agency to the NFFE National Officers email list and copying nffe1998pres@gmail.com or from the Union to the PMO email list (PMO-PCLaborRelations@state.gov) and copying the PMO-PC Division Chief. Communication will be done by email except for the arbitration panel order (since that is an online transaction with FMCS) and the striking of arbitrators.
- Once the Step 2 grievance has been responded to, failure by the grieving party to meet invoking/arbitration-panel-ordering time limits specified below shall be the only instance to automatically withdraw the grievance.

ADR

- The grievant or party requesting the use of ADR will submit the request within ten (10) days after the receipt of a decision.
- If there is no reply to the request for ADR within 10 days, the party failing to respond will pay all arbitrator fees and expenses.
- The use of the ADR process will serve to suspend the time parameters for invoking the next step grievance or arbitration.
- When one or both Parties inform the other that the mediation process has not been successful, the grievant has 35 days to file a request with FMCS for a panel of arbitrators. The FMCS request may serve as the invocation of arbitration. If this deadline is missed, the underlying grievance is considered withdrawn.

ADR not requested

- The grievant has 60 days from the receipt of the step 2 grievance response to invoke and submit the request for an arbitrator panel to FMCS. The FMCS request may serve as the invocation of arbitration. If this deadline is missed, the underlying grievance is considered withdrawn.

7114 Information Requests

- Failure to formally and fully respond to 7114 information requests will stay the grievant's deadlines to invoke arbitration or file a request for a panel. For the purposes of this agreement, fully responding means responses to each subpart of the information request.

- This stay will only apply to 7114 information requests contained in the Step 1 or Step 2 grievance (or that are filed prior to the respondent's Step 2 grievance response and concern and cite the issue of the grievance.)
- If the 7114 information request response is received after the Step 2 grievance response, then the day after the 7114 information request response constitutes "day one" of the grievant's time frame to invoke/order the arbitration panel.

Panel request criteria

The parties are agreed that each arbitrator panel will be requested by the grievant from the FMCS website by using the following parameters:

- "federal sector grievance" is selected,
- "National Academy of Arbitrators" is selected,
- The drop-down arbitration topic will be left blank unless mutually-agreed to otherwise, and
- For the "fill-in the blank topic", the grievant will fill in the subject as listed in the email or grievance heading and date of Step 2 grievance response.
- The location for the arbitration hearing will be the location where the grievance originated unless otherwise mutually agreed by the Parties.
 - Panels from large metropolitan areas on the east or west coast shall be selected from a "Metropolitan" area.
 - When there are multiple passport offices involved in the grievance, the hearing will take place in Washington, DC, unless mutually agreed otherwise by the Parties. If the hearing location is in Washington DC, the site will alternate between NFFE and the Department (or as may be agreed to between the parties).
 - All other panels will be from a "regional" geographic range where the sub-region covers a single state, or "sub-regional" geographic range where the sub-region covers multiple states.

Arbitrator selection:

- Within seven (7) days of receipt of the arbitrator list, the grievant will inform the other party of three work dates within the 15th-30th days following receipt of the list that the grievant will be available at noon Eastern to strike names. The other party will respond within seven days on availability to select. Failure to respond with available dates will require that party to pay for all arbitrator fees and expenses for the case.

Witness lists:

- Parties will exchange witness lists 20 days in advance of the hearing. Parties missing this deadline will pay all arbitrator fees and expenses for the case.

Hearing logistics:


- The Agency will ensure that either a government laptop is provided to the Union in cases where the arbitration hearing occurs in Agency space or circumstances will allow the Union to bring a laptop to the hearing.

Applicability of this Agreement:

- The terms of this Agreement are immediately effective as of the date of signing.

- The provisions of this agreement will become part of the relevant articles within the next negotiated CBA.
- Within 30 days of signing, the Union will inform the Agency of up to five grievances (already invoked) still eligible to proceed to arbitration. None can predate July of 2013, and no more than 2 will be older than 18 months. Invocations that have been withdrawn are not considered eligible. The Union then has until the end of 2015 to request a panel of arbitrators for those grievances or those grievances will be considered to be withdrawn. For the above grievances, Agency agrees not to raise timeliness arguments regarding Article 22 section 2.
- Within one week of signing, the Union will inform the Agency of any grievances where ADR was agreed to, but not yet held. Within 30 days of that notification, the Agency will schedule the ADR session.
- Arbitrator Gail Smith will be notified that the Agency grievance on panel deadlines is cancelled.


FOR MANAGEMENT:

 Steve Polson 8/27/15

FOR THE UNION:

 Rob Arnold 8/27/15

 Dan Alessandrini 08/27/15

 Robert Arnold 8/27/15