

**Houston Passport Agency
Negotiated Seating Agreement**

Negotiated agreement between CA/PPT/HN and NFFE – Local 1998 dated March 27, 2017

This agreement between Houston Passport Agency (PPT/HN) Management and PPT/HN Union representatives replaces the current seating agreement dated September 6, 2013 and was negotiated pursuant to Article 12, Section 16(f) of the Master Agreement Between Passport Services, U.S. Department of State and the National Federation of Federal Employees (NFFE) Local 1998, IMAAW, AFL-CIO dated July 2009. The parties hereby agree as follows:

The agency is capitalizing on the reality that on any given day at the Houston Passport Agency, large numbers of specialists' workstations sit empty because so many BUEs are on rotational assignments, travel, training or leave from their primary desks. Therefore, in anticipation of increased staffing, the vast majority of the current and new employees at the Houston Passport Agency must participate in what the agency calls "hoteling/temporary seating".

Seating Agreement:

This agreement establishes an "Open Season," whereby BUEs expressing an interest to fill empty desks should notify their immediate Supervisor/designee, including local Union Representatives via email. BUEs presently assigned to their permanent seating shall remain at their assigned desk and absent a reconfiguration or renovation of the space, a move to a new location, or other event presently not foreseen by PPT/HN management or PPT/HN Union representatives, will not be forced to change desks until the agency exceeds a threshold of 75 or more passport specialists and/or a DRAD accommodation request is approved. If such an unforeseen event occurs, PPT/HN management or PPT/HN Union representatives, as applicable, will provide the other party with notice thereof and an opportunity to bargain if required.

If the Agency does not exceed 75 passport specialists, the process for changing desk seating assignments will be determined by the Service Computation Date (SCD) in federal service. PPT/HN management reserves the right, and has the intention, to seat each Passport Specialist on the 5th floor.

1. Open season will be conducted each year in the month of October, between the 1st and the 15th for all available seats that are located on the 5th floor. Prior to open season, Management will provide the Union with an updated employee seniority list from HR, ranked by employee's SCD in Federal Service and EOD in Passport Service, and also identify vacant seats BUEs may select from. BUEs will be informed of a final decision by Management and Union by October 31st, or sooner.
2. Selection process to fill vacant desks will be done in the following order:
 - a. Service Computation Date (SCD) in federal service
 - b. Entrance on Duty (EOD) in Passport Services
 - c. In case of a tie (e.g., coin toss, drawing of names, etc.) by Union Stewards
3. Once the decision has been made, BUE's will be allotted one (1) hour to relocate to their new permanent desk. BUE's must coordinate with their Supervisor before relocating. BUE's must also ensure to leave their former desk area clean for the next BUE. BUEs will be given 2 business days in which to complete their move. If the employee fails to

complete their move within the established timeframe, employee forfeits their right to move. BUEs will move within the first week of November. When BUEs are away from the agency for extended periods of time, with no foreseeable return date, the Union and Management will coordinate to appropriately pack and store work materials, to include, personal effects. Upon the BUEs return to work, he/she will be able to select from any available desk located on the 5th floor.

4. New employees who start work during the year will be assigned a temporary workstation until the next "Open Season". Employees on excepted service appointments will not have an opportunity to select a permanent seat until the next open season after their conversion to a permanent position.
5. Once this agreement has been signed by Union and Management, a "special" one-time "Open Season" will commence the following month between the 1st to the 15th. Employees will be notified by Union and Management via email of the seat selection. BUEs will select from the available seats on the 5th floor, which has not been previously assigned to another BUE.
6. All desks that were not permanently assigned during the original relocation move to the 5th floor will be part of the one-time "Special Open Season" seating selection.
7. BUEs on a Performance Improvement Plan (PIP) will be allowed to compete for open seats during "Open Season." However, BUEs on a PIP, will not be allowed to move during their PIP period (45 – 90 calendar days). At the conclusion of the PIP, BUEs shall coordinate with their Supervisor to relocate to their new permanent desk.
8. BUEs approved to work overtime, either prior to the start and, or at end their regular shift, shall be allowed to return to their permanent desk during overtime. BUEs with an RDO who are authorized to work overtime, will work from their assigned desks.
9. Both parties recognize that a reasonable accommodation request related to an employee's desk may limit the employee's ability to move desks depending on the DRAD approved reasonable accommodation. Each request for a reasonable accommodation will be considered in accordance with the Master Agreement on a case-by-case basis.

Hoteling/Temporary Seating:

In order to maximize Passport Specialist hiring without requiring major facilities renovation (or moving to a larger facility) and without necessitating additional management staff hiring, Management proposes the following protocols for desk utilization for varying staffing levels:

If the number of on-board Passport Specialists exceeds 75 at any point, BUEs who are not assigned a permanent desk will be required to participate in hoteling/temporary seating of any available passport specialist workstations on the 5th floor. If you have a permanent desk assignment, someone may sit at your desk in your absence (i.e. during your rotational assignment(s), travel, training or leave).

- **Customer Service and Fraud Prevention Office Rotations:** Two desks will be dedicated to rotational specialists when assigned to these offices. The rotational specialists would occupy these desks during the program office assignment and would still have access to their permanent desk in the main Adjudication section. They will return their adjudication stamp to their permanent desk in the main Adjudication section at the end of the day and retrieve their stamp at the beginning of the day - securing them in accordance with the Internal Controls Guidelines.
- - Personal effects may remain on the desk and items may be locked up overnight in that desk, as appropriate.
- **Other 4th Floor Rotations:** The appropriate number of desks will be dedicated to rotational specialists when assigned to the 4th floor functions. The rotational specialists would occupy these desks during the program office assignment and would still have access to their permanent desk in the main Adjudication section. They will return their adjudication stamp to their permanent desk in the main Adjudication section at the end of the day and retrieve their stamp at the beginning of the day – securing them in accordance with the Internal Controls Guidelines.
 - Personal effects may remain on the desk and items may be locked up overnight in that desk, as appropriate.
- Specialists not assigned to a “permanent” seat assignment in the primary Adjudication section on the 5th Floor, will make a seat selection daily on a first come first serve basis.
- When occupying a temporary workstation:
 - Personal effects and controlled items may not be left on or in a selected desk overnight.
 - Specialists will be provided a secure mobile storage unit to house their personal effects and controlled items, and items must be placed in these units at the end of a shift, rather than the desk used that day.
- In the event there are more specialists on-site working adjudicative functions at the desk than there are desks in the primary Adjudication section, overflow specialists will generally occupy a workstation in the training room for the day.

Distribution:

All BUE’s will be provided a copy of this policy by email by the union. Management will also maintain an electronic copy of this policy on the local shared drive.

Review and Revision:


This agreement will be in effect for a minimum of one year from the date of execution. During the term of the agreement, the agreement may be reopened by mutual agreement of the parties. After one year, either party may reopen this agreement at any time by notifying the other party in writing.


This local agreement is subject to all provisions in the Master Agreement. This local agreement is subject to change to comply with any future agreements between Passport Services and NFFE, or directives by Passport Services in conformity with Article 12 of the Master Agreement.

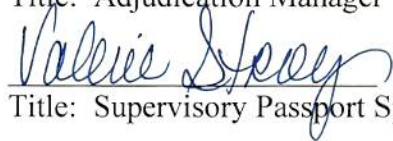
Implementation and Effective Date

Upon signing below by Union and Management, this agreement shall be implemented on Monday, March 27, 2017.

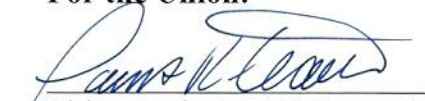
For Management:



Title: Agency Director

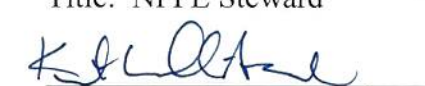

Title: Adjudication Manager


Title: Supervisory Passport Specialist

For the Union:


Title: Senior NFFE Steward


Title: NFFE Steward


Title: NFFE Steward