



FLSA/Appendix AA Supplemental Settlement

This Agreement is entered into between Passport Services (the Agency) and NFFE Local 1998 (the Union) (collectively, “the Parties”) regarding the of the Step 2/Final Step grievance filed on September 21, 2016. This agreement settles all issues related to this matter of which the Parties knew or should have known at the time of its execution.

1. This agreement modifies the May 27, 2016 FLSA settlement agreement by excluding all FLSA-exempt BUEs from the requirement to complete the sign-in/sign-out procedures.
2. Sign-in/sign out physical log books for FLSA non-exempt, non-PPT specialist BUE positions (e.g. staff in PPT/S/TO, PPT/S/L/LE paralegals, agency/center clerical, cashiering and processing positions) will include a checkbox at the bottom for the employee that reads “I have received or waive the 45 minutes of non-productive time granted to me by provision 3a of the May 27, 2016 FLSA Settlement”. Supervisors of non-PPT specialist BUE positions will not discourage employees from taking this time. FLSA non-exempt, non-PPT specialist BUE impacted to date by failures to receive the extra 45 minutes per week are free to raise such issues as part of grieving their rating, dismissal or downgrade flowing from their production numbers.
3. In relation to the use of leave and the physical Sign-in/Sign-out logs:
 - a. If a bargaining unit employee is out of the office on leave for an entire day, that employee is not required to fill in the sign-in/sign-out log for that day.
 - b. If an employee uses leave before the start of their workday (e.g. employee scheduled to come to work at 8AM and uses leave from 8AM to 12 noon for a doctor’s appointment) or leaves early for the day (e.g. comes in at their normal start time and then departs at noon on pre-approved annual leave) they are only required to sign

the times that they actually arrived and left from the office. So, in the first example, the employee's "Time in" would be 8AM and "Time out" would be 12. This section does not eliminate any requirement to log lunch or OT times, if applicable.

- c. If an employee uses leave during a workday for only part of that day and returns to work (e.g. uses two hours of leave in the middle of the day, from 10AM to 12 for a doctor's appointment), they will use the "Leave (Start)" and "Leave (End)" blocks on the sheet.
4. BUEs may be required to fill out sign-in/sign-out sheets while on TDYs at other agencies/centers.
 5. BUEs performing a temporary duty outside of their office for a full day, but still within their duty location (e.g. a local outreach event), will fill in their times for that day during the next day they return to the office. They will note the reason for their absence from the office in the "Notes" section for the days they were assigned elsewhere.
 6. The attached sign-in sheet mock up, once created, will replace the sign-in sheets used in each office. The changes are:
 - a. While employees must fill out the log daily, they will not have to initial or sign for each day. The weekly signature serves as an affirmation that the employee has provided a true accounting of their hours worked and have taken all necessary lunch and break periods.
 - b. The standard start and end time for each employee will be listed in the "Time In" and "Time Out" blocks of the sheet for their standard work week. If the employee arrived or departed at the standard time, they will indicate that with a check mark next to the time. If the employee arrives or departs at a different time than the pre-populated time, they will list that time on the sheet.
 7. The parties acknowledge that these signed sign-in/sign-out sheets are records of when BUEs performed work at their normal work location (i.e. duty station) for the purposes of compensation, as indicated in Section 3(a) of the FLSA settlement. Provided that the BUE accurately recorded their times on the sheet and was properly compensated for the time listed on

the sheet, the Union acknowledges that the Agency committed no compensation violations under the FLSA that are related to the use of the sign-in/sign-out sheet.

8. Employees are expected to record times accurately on the sign-in/sign-out sheets. Employees will not be penalized if they arrive early and sign in, provided that they sign in no earlier than five minutes before the start of their shift. For example, if an employee arrives at 7:57 and is scheduled to start at 8:00, they can sign in at 7:57 and start work, provided that they do not work more hours than they were scheduled to work (i.e. they leave three minutes early, and sign out indicating that).
9. For FLSA settlement compliance purposes, log book placement will be based on location of the employees signing them, not on the location of the employee's supervisor or manager. Being located near the work station of the bargaining unit employee will be understood to mean their regularly assigned workstation. If an employee is assigned to a different workstation for one month or more, a log book will be placed near that temporary workstation.
10. Log books will be accessible to employees at all times during the work day (e.g. not locked away).
11. The Agency agrees to remind agency/center/office management that review of the physical log books for compensation purposes should be done weekly, and does not need to be done immediately after each sign-in/sign-out opportunity or during the sign-in/sign-out process.
12. The Union agrees to notify PMO-PC Labor Relations if any local agency/center/office is deviating from the standard physical sign-in/sign-out log so that any deviations can be addressed.
13. In Agencies or Centers where there is not already an established procedure for BUEs to notify their management and systems support staff at the same time of an outage or disruption, a distribution list (e.g. CA-PPT-XX-Systems-Outage) will be created so that the relevant management officials and systems support staff all have access to that information. The Agency

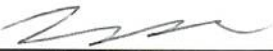
acknowledges that the notified management team is to follow provisions 2-5 of the Appendix AA settlement. The Agency will also remind local management officials of the requirements of the Appendix AA Settlement. The Union retains its rights to grieve violations of the Appendix AA agreement.

14. The parties agree Section 2(b)(v) of the FLSA settlement means that all local procedures for documenting the authorization, scheduling, and recording of hours of overtime must be ceased immediately. The only exceptions are for existing productivity reporting requirements (e.g. MIS) and for processes the Agency must follow to ensure compliance with Article 28 of the CBA (e.g. the monthly poll requesting number of hours pledged per BUE to establish volunteerism levels for overtime). The Agency will remind local management teams of this requirement.

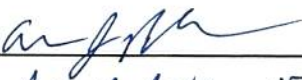
15. All provisions will be implemented within 30 days of signing of this settlement.

For the Union:

For the Agency:



Rob Arnold, NFFE 1998



Amanda Boden, NFFE 1998 ST

Date: 3/7/2017

Date: _____

