



**Seating, Storage, and Team Realignment Process
Agreement
Between Passport Services
Bureau of Consular Affairs, Charleston Passport Center, and the
CPC Bargaining Unit Employees**



This Local Agreement (hereinafter referred to as "the Agreement") is entered into by and between the United States Department of State, Bureau of Consular Affairs, Passport Services, Charleston Passport Center, (hereinafter referred to as "CPC"), and the National Federation of Federal Employees- Local 1998 (hereinafter referred to as "the Union"), hereinafter collectively referred to as "the Parties."

This Local Agreement is subject to all provisions of the Master Agreement between Passport Services and the Union, effective July 20, 2009. It is not intended to change or modify the Master Agreement, Department Regulations, or applicable law.

CPC management reserves the right to select teams of Bargaining Unit Employees (BUEs) and assign those BUEs to specific supervisors. BUEs will sit in designated areas by team. All team members will be seated as close to their assigned supervisor as possible. This agreement does not apply to BUE seating while on special rotations (e.g. fraud, customer service).

BUEs are permitted fifteen (15) minutes of official Union time to review this agreement. Additional time may be granted upon request.

1. Union Notification.

- A. The Union shall be notified normally within ten (10) days prior to any proposed seating changes related to new team assignments. The notice shall also include a list of impacted BUEs listed by supervisor alphabetically and their seniority dates. Such notice may include charts and maps showing seating locations by team.
- B. The Union may provide comments to CPC management concerning the proposed placement of teams, and CPC management will take such comments into consideration prior to finalizing team placement. These comments may be provided via email or a meeting between the parties.

2. Selections and Procedures by CPC BUEs of Workstation Seating.

- A. The selection of a workstation will be based on BUE seniority. For the purposes of this agreement, seniority is defined as the BUE's most recent EOD date as a federal employee at CPC.
- B. CPC management will notify BUEs which workstations are available for selection from among those assigned to the BUEs' new team. A chart with the location of such seats will be provided. BUEs will submit to CPC management, via email within five (5) business days of the notification, a rank order of all available workstations within their team location. The email must indicate the BUEs' first, second, third choice, etc. If a BUE is out of the office during the notification period (i.e. leave, TDY, training), CPC management may grant an extension of no more than three (3) business days to that BUE to respond with their choice of workstation. BUEs may account for time in MIS, as non-productive time up to thirty (30) minutes, if needed, listed as "Administrative" and noted in comments, to inspect the location of available seating to be selected after being notified by the appropriate CPC Management Official.
- C. Failure of a BUE to respond to CPC management or request an extension will result in a loss of seat selection rights by the BUE, and CPC management will assign that BUE's workstation. Ties in seniority for workstation selection shall be broken with a single coin toss. Any tie break involving three or more BUEs shall be done by a random method of drawing names, with the first name choosing first, the next name choosing second, etc. All tie breaks shall be witnessed by CPC management, the Union, and the affected BUEs. Either CPC management or the Union may flip the coin or draw names.
- D. After BUEs are notified of changes to seating assignments, a BUE may opt out of the selection process by sending an email to CPC management. After all desks have been selected, CPC management may assign any remaining desk(s) within its discretion to the BUE(s) that have opted out of the selection process.

3. Desk Sharing Notice /Negotiations.

All BUEs will be provided an individual workstation in 2018, thus eliminating the need for desk sharing. Should the need for desk sharing arise anew in the future when CPC hiring / staffing levels increase, then the Union will be notified accordingly and given an opportunity to bargain as appropriate.

4. CPC BUE Time during Moves, Relocation and Set-Up.

A BUE will be granted one (1) hour of administrative time to pack up the BUE's belongings at the end of the BUE's shift if required to change workstations. Once

the BUE moves to their new workstation, the BUE will be granted an additional hour of administrative time to unpack their belongings. Additional time may be approved by CPC management on an individual basis. CPC management will ensure any existing ergonomic equipment is moved with that BUE.

5. CPC BUE Workstation Storage.

- A. Currently, all workstations at CPC are equipped with an overhead storage bin and one roll cabinet. BUEs that have utilized a roll cabinet from the previous workstation may keep the use of his/her roll cabinet and move it to the new workstation provided that the non-used roll cabinet is traded to a workstation that does not have the roll cabinet. Whatever impact national negotiations have on the overhead bin space will be revisited and negotiated, locally as appropriate.
- B. BUEs can have a reasonable amount of lock boxes for use of extra storage allowed under the workstation.

6. Other Seating Changes.

- A. The parties recognize that other factors, such as changes in staffing in CPC, may require that BUEs be assigned a new supervisor and, therefore, a new workstation at other times during the year. CPC management will notify the Union of such proposed changes and allow BUEs to select a vacant desk in the team seating area (if moving to an existing team) or select desks in accordance with Section 1 and 2 of this agreement (if a new team is being created).
- B. If a desk vacancy opens within a team, team members may opt to move to that open desk. If more than one team member would like to move, the member with the most seniority will get preference. BUEs will be granted 15 minutes of non-productive time to perform these voluntary moves. Additional time may be requested.
- C. Transferring BUEs or new BUEs arriving at CPC after the annual selection of workstations has been concluded do not have bump rights and will be assigned an open desk in their team seating area or closest proximity at management discretion. These BUEs will be afforded the same rights of work station selections during the next annual seat selection process.

7. Reasonable Accommodations.

BUEs with DRAD-approved reasonable accommodations are exempt from the seating assignment procedure and will be assigned a seat by CPC management consistent with their accommodation in their designated team seating area. A reasonable accommodation

granted at any time subsequent to seating assignment described in Section 2, and requiring re-seating of another BUE will trigger the procedures under Sections 1 and 2 of this agreement for the entire team.

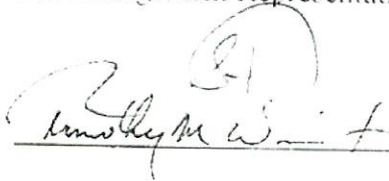
8. Employee Concerns / Complaints.

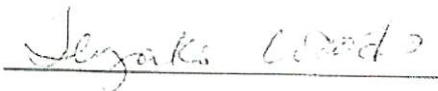
During Adjudication Team changes, BUE(s) may be assigned a new supervisor. Any concerns by BUE(s) and/or Union with supervisor assignments may be addressed in writing to the appropriate CPC Management Official. Written concerns by the BUE(s) and/or Union shall be responded to timely by the appropriate CPC Management Official.

9. Duration of Agreement/Mid-Term Bargaining.

This agreement will be in effect for a minimum of three (3) years from the date of execution. During the term of the agreement, the agreement or any part of the agreement may be reopened by mutual agreement of the parties. After three years, either party may reopen this agreement at any time by notifying the other party in writing.

For Management Representative(s):

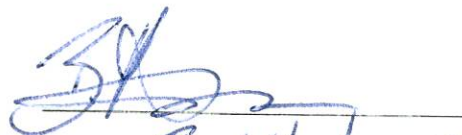

Kenneth M. White

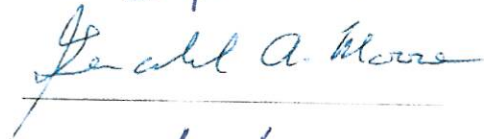

Jeyanka Wood

Dated by the Parties: 12/22/2017

Effective Date: 1/22/2018.

For Union Representatives:


Boyd Hinton NFFE 1998
CFL


Gerald A. Moore

1/2/2018.