



Negotiated Agreement Regarding CPC TDY Assignments

December - 2010



This Memorandum of Agreement (MOA) is entered into pursuant to Article 12 of the Master Agreement between Passport Services and the National Federation of Federal Employees – Local 1998, dated July 20, 2009 (hereafter referred to as the “Master Agreement”), regarding TDY assignments for the bargaining unit employees (BUE) at CPC which are outside of the CPC Negotiated Outreach Agreement which was signed into effect April 20, 2010. Management shall determine the qualifications of eligible BUEs for each CPC TDY, and the Parties agree that the purpose of this MOA is to spell out the procedures and arrangements to ensure fair and equitable opportunities at special assignments/details for the bargaining unit.

Once effective, all CPC BUEs will be afforded 15 minutes of official time to review this MOA. This will be listed in MIS using the “Official Union Time” category.

Management shall issue an announcement to all CPC BUEs of a TDY opening(s). All CPC BUEs will be given the opportunity to volunteer for TDY. CPC BUEs shall volunteer in writing to a designated Management official. After Management determines which employees are qualified for a TDY opening, Management shall issue an announcement to those BUEs.

Should the number of qualified CPC BUEs exceed the number of TDY positions available, Management shall normally select the qualified volunteer with the most seniority. Should there be an insufficient number of volunteers; Management shall normally select the qualified BUE with the least seniority. BUE(s) currently on TDY, or have already participated in one TDY for the year of this MOA effective date at each time this selection procedure commences, will not be considered for selection for TDY based on seniority. For the purposes of this MOA, office seniority shall be defined as length of federal service entered on duty within the CPC bargaining unit. A register shall be maintained of the list of qualified CPC BUEs that had already participated in the annual TDY, and this register shall be shared with the Union. If Management does not select a BUE(s) that would have been selected by seniority or inverse seniority, Management shall provide the reasons in writing to the Senior Union Steward, or Union designee. Employees will be rotated through details as required by Article 15, Section 8 of the Master Agreement.

The Parties agree that in situations where there are ties in seniority between two of more CPC BUEs that qualify for the TDY, Management shall use a random method to break the tie, and have a Union Representative to witness the tie break (if no Union Representative is available, then the Union will be notified that the tie break will be witnessed by the affected BUEs).

BUEs not selected for TDYs may request to meet with their supervisor for an explanation for the reason for non-selection. In accordance with the Master Agreement and applicable case law, Management’s determination is subject to the negotiated grievance procedure.

Management will inform the Union periodically on upcoming TDY assignments and the expected qualifications.

For CPC Management:

[Handwritten signature]

[Handwritten signature]
12/14/2010 12/15/2010

For CPC Union:

[Handwritten signature] NFFE 1998

[Handwritten signature] 12-14-10

[Handwritten signature] 12/15/2010