

Agreement Between

PASSPORT SERVICES

U.S. Department of State



NATIONAL FEDERATION OF FEDERAL EMPLOYEES – LOCAL 1998 IAMAW, AFL-CIO



December 2018

**Master Agreement Between Passport Services and the
National Federation of Federal Employees—Local 1998,
Federal District 1, International Association of Machinists and
Aerospace Workers, AFL-CIO**

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ARTICLE 1
PREAMBLE

1. **POLICY**: Pursuant to the policy set forth by Title VII of the Civil Service Reform Act of 1978 (5 U.S.C. Chapter 71) governing Federal Labor-Management Relations, and subsequent executive orders, the following articles of this Master Agreement, together with any and all supplemental agreements and amendments which may be subsequently agreed to, constitute the total Master Agreement between Passport Services, Bureau of Consular Affairs, United States Department of State, (hereinafter called the EMPLOYER), and the National Federation of Federal Employees, Local 1998, Federal District 1, International Machinists and Aerospace Workers, AFL-CIO, or any alternate designation NFFE and IAM proscribe for the unit(s) (hereinafter called the UNION), for the bargaining unit employees described in Article 2, below (hereinafter called the BARGAINING UNIT EMPLOYEES). The Employer and the Union are collectively referred to as the PARTIES.
2. **CERTIFICATE OF REPRESENTATION**: This Master Agreement is entered into pursuant to the Certificate of Representation, dated September 10, 1985, in Federal Labor Relations Authority Case No. 3-UC-50003.
3. **LABOR ORGANIZATION PARTICIPATION**: The Parties agree that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them:
 - a. safeguards the public interest;
 - b. contributes to the effective conduct of public business; and
 - c. facilitates and encourages the amicable settlement of disputes between the Employer and the Union involving conditions of employment.
4. **EFFECTIVE GOVERNMENT**: The Parties further agree that the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of Government operations. Therefore, labor organizations and collective bargaining in the Civil Service are in the public interest. The Parties also agree that this Master Agreement should be interpreted and administered in a manner consistent with the requirement of an effective and efficient Government.

The Union agrees to cooperate with the Employer in introducing personnel practices and technology which will improve productivity and service to the public.
5. **EFFECTIVE LABOR ORGANIZATION**: The Parties further agree that the public interest demands the highest standards of Employer and Union performance and the continued development and implementation of modern and progressive work practices to facilitate and improve that performance and the efficient accomplishment of Labor-Management Relations. The Parties also agree that this Master Agreement should be interpreted and administered in a manner consistent with the requirement of a fair and equitable application of personnel policies and practices.
6. **COOPERATIVE RELATIONSHIP AND COLLECTIVE BARGAINING**: The Parties hereby affirm their commitment to build a positive and cooperative bilateral relationship. The Parties are

committed to the collective bargaining and partnership process to achieve the effective conduct of the public business and employee well-being.

The Parties to this Master Agreement, intending to be bound hereby, agree as follows:

ARTICLE 2
RECOGNITION AND UNIT DESIGNATION

1. RECOGNITION: The Employer recognizes that the Union is the exclusive representative of all employees in the unit described in Section 2 below.
2. UNIT: The unit to which this Master Agreement is applicable is composed of all employees of Passport Services, Bureau of Consular Affairs (Nationwide), including seasonal employees and temporary employees whose appointments are in excess of 700 hours.

The unit excludes all professional employees, temporary employees whose appointments are for 700 hours or fewer, employees appointed under the Foreign Service Act, and employees described in 5 U.S.C. 7112 (b)(1), (2), (3), (4), (6), and (7).

ARTICLE 3 DEFINITIONS

Any negotiated definition contained in this Master Agreement will not be construed inconsistently with the statutory definitions found in 5 U.S.C. Chapter 71. For purposes of this Master Agreement, the terms listed below are defined as follows:

ABSENT WITHOUT LEAVE (AWOL): An employee's absence from the office without the approval of the employee's supervisor. AWOL can form the basis for sick leave restriction or disciplinary action. AWOL is not LWOP nor appropriate when an employee is not completing assigned tasks.

AGENCY: See "Employer."

AMENDMENTS: Modification of this Master Agreement through negotiated changes, additions and deletions to any Article or section thereof.

ARBITRABILITY: Refers to whether a given issue is subject to arbitration under the Master Agreement.

AUTHORITY: See Federal Labor Relations Authority.

BARGAINING: See "Collective Bargaining."

BARGAINING RIGHTS: See "Exclusive Recognition/Representative."

BARGAINING UNIT EMPLOYEE (BUE): All employees of the Passport Services, Bureau of Consular Affairs (Nationwide), including seasonal employees and temporary employees whose appointments are in excess of 700 hours. The unit excludes all professional employees, temporary employees whose appointments are for 700 hours or fewer, employees appointed under the Foreign Service Act, and employees described in 5 U.S.C. 7112 (b)(1), (2), (3), (4), (6), and (7).

COLLECTIVE BARGAINING: The mutual obligation of the Employer and the Union representatives to meet at reasonable times and to bargain in a good faith effort to reach an agreement with respect to the conditions of employment affecting employees and to execute, if requested by either party, a written document incorporating any agreement reached. This obligation does not require either party to agree to proposals or make concessions.

COLLECTIVE BARGAINING AGREEMENT: A written agreement between an employer and a labor organization, usually for a definite term, defining conditions of employment, rights of employees and labor organizations, and procedures to be followed in settling disputes or handling issues that arise during the life of the agreement.

COMMUNICATION: Emails are an acceptable form of written notification and/or response between the Parties.

CONCILIATION: See "Mediation."

DAYS: Refers to calendar days, unless otherwise noted. If a due date falls on a Saturday, Sunday, or holiday, the next official workday will be considered the due date. For all due dates, the first date starts counting on the first day after the event or response.

DEPARTMENT: The U.S. Department of State.

EMERGENCY SITUATION: A sudden, unexpected occurrence or set of circumstances demanding immediate action. Cyclical or foreseeable fluctuations in workload and matters of administrative or personal convenience do not constitute an emergency situation.

EMPLOYER: U.S. Department of State, Bureau of Consular Affairs, Passport Services.

EXCLUSIVE RECOGNITION/REPRESENTATIVE: The legally recognized exclusive right of NFFE Local 1998 to represent its bargaining unit employees with the Employer (e.g., negotiations, grievances).

FEDERAL LABOR RELATIONS AUTHORITY (FLRA): An administrative body empowered by Title VII of the Civil Service Reform Act of 1978 (5 U.S.C. Chapter 71) to provide leadership in Federal service Labor-Management relations matters by establishing policies and guidance.

FEDERAL MEDIATION AND CONCILIATION SERVICE (FMCS): An independent Federal agency which provides mediators to assist the parties involved in negotiations or in a labor dispute and provides lists of suitable arbitrators upon request.

FEDERAL SERVICE IMPASSES PANEL (FSIP): Organizational entity within the FLRA, which resolves bargaining impasses in the Federal service.

GOOD FAITH BARGAINING: Defined by law (5 U.S.C. 7114) to include the obligation to approach negotiations with a sincere resolve to reach a collective bargaining agreement; to be represented by properly authorized representatives who are prepared to discuss and negotiate; to meet at reasonable times and convenient places as frequently as necessary; to avoid unnecessary delays in negotiations; and in the case of the agency, to furnish information requested by the union which is normally maintained and reasonably available.

GRIEVANCE: Any complaint by a bargaining unit employee concerning any matter relating to employment of the employee; by the Union concerning any matter relating to the employment of any bargaining unit employee; by any bargaining unit employee, the Union or the Employer concerning the effect or interpretation or claim of breach of a collective bargaining agreement, or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment, subject to the exceptions in Article 20.

INVESTIGATORY EXAMINATION: See “Weingarten Right.”

LEAVE WITHOUT PAY (LWOP): Approved absence from work, without pay.

LOCAL: Whenever this Master Agreement refers to a “local” agency or location, the provisions also apply to centers, megacenters, facilities, and offices where bargaining unit employees work (e.g., the National Passport Center, the Office of Technology Operations, the Colorado Passport Agency, the Special Issuance Agency, the Office of Legal Affairs and Law Enforcement Liaison; Strategic Planning; the Office of Authentication; the Acceptance Facility Oversight Program). This is not to be confused with Local 1998.

MANAGEMENT: See “Employer.”

MASTER AGREEMENT: All the Articles contained within this document as agreed to between the Parties, including supplements and amendments.

MEDIATION: A procedure by which an impartial third party (a mediator) is used in an attempt to settle disputes. The mediator assists by attempting to find a solution satisfactory to both parties in a dispute but renders no binding decisions.

NEGOTIABILITY DISPUTE: A disagreement between the Parties as to the obligation of either Party to negotiate over a proposal. The Federal Labor Relations Authority makes final decisions on whether a subject is negotiable.

NEGOTIATIONS: See “Collective Bargaining.”

OFFICIAL TIME: Duty time that is granted to a union representative to perform representational and contract administration functions. Also, duty time may be granted to a bargaining unit employee (see Article 7, Section 7b, and Article 6, Section 11). Official time is granted without loss of pay or charge to an employee’s leave account, and OPM Form 71 shall not be used to obtain or document official time.

PANEL: See “Federal Service Impasses Panel.”

PARTIES: The Employer and the Union collectively.

REGULAR DAY OFF (RDO): The day or days of the regular workweek that an employee on a Compressed Work Schedule is not scheduled to report to work (sometimes called a “zero hour day” or “compressed day off”).

SERVICE COMPUTATION DATE (SCD): A date that represents the amount of government service an employee has that is creditable toward eligibility for a specific benefit or entitlement. An employee may have several SCD’s, for example: SCD-Leave, SCD-Retirement, SCD-WGI, SCD-TSP, and SCD-RIF, since the formulas to calculate the various SCDs depend on the eligibility requirements of the specific benefit.

STEWARDS (UNION OR SHOP STEWARD): An appointed or elected Union representative who performs Union representational and contract interpretation functions on behalf of bargaining unit employees. Stewards are fellow bargaining unit employees who are trained by the Union to carry out these duties.

SUPPLEMENTS: Additional articles, negotiated during the term of this Master Agreement, to cover matters not adequately covered by this Master Agreement.

UNION: The National Federation of Federal Employees, Local 1998: the labor organization which is the exclusive representative of the bargaining unit employees of Passport Services.

UNION OFFICIAL OR UNION REPRESENTATIVE: A duly elected or appointed representative or designee of the Union, and any accredited National Representative of the National Federation of Federal Employees, Federal District 1, International Machinists and Aerospace Workers, AFL-CIO.

WEINGARTEN RIGHT: Name taken from the 1975 United States Supreme Court case of NLRB v Weingarten, Inc., 420 U.S. 251 (1975). Refers to the right of a bargaining unit employee to be represented by the union under specific circumstances. That right exists when (1) the employee is examined in an investigation (an investigatory examination) conducted by an agency representative, (2) the employee reasonably believes disciplinary action against him or her may result, and (3) the employee requests union representation (see Article 6).

ARTICLE 4
UNION/MANAGEMENT COOPERATION

1. **PURPOSE:** It is the purpose of this Article to involve Union and Management representatives equally to further Passport Services' mission, foster more productive and cost effective service to our customers, and enhance the working conditions and morale of bargaining unit employees. The Employer and the Union agree that a productive labor-management relationship through pre-decisional involvement and Union-Management cooperation enhances the effective and efficient accomplishment of the mission. Pre-decisional involvement is when Management discusses workplace challenges and problems with the Union and endeavors to develop solutions jointly, rather than advise the Union of predetermined solutions and then engage in bargaining over the impact and implementation of the predetermined solutions.
2. **SELECTION OF REPRESENTATIVES:** While either Party may suggest representatives to the other, the Parties will select their own representatives. In any Union/Management meeting, the number of Union representatives shall not be less than two (2) unless agreed to by the Union President or designee. Local bargaining unit employees will be encouraged to participate. Except when agreed to by the local Parties, the Union/ Management Committees (UMC) shall be attended by an equal number of Management and NFFE Local 1998 representatives.
3. **LOCAL LEVEL COOPERATION:**
 - a. UMC's should be formed at each Passport Agency/Center/Office.
 - b. The Parties recognize that strong relationships and open communication and interaction between Management and the Union at the local level is also beneficial to Passport Services, the employees and the public. To that end, all local offices are encouraged to establish strong associations through UMCs. Offices that do not have a UMC should develop them and both NFFE Local 1998 and CA/PPT/PMO are prepared to assist in those efforts. Upon request by either party at the local Office level, regular UMC meetings should be established by the Parties, setting reasonable times and places to meet and deliberate over issues of local concern (at least every other month). There is no fixed process or procedure for developing UMCs, nor is there any blueprint for the preferred ideal arrangement. The particulars of developing this interest-based problem solving committee are left to be determined at the local level. Successful implementation of many of the personnel and benefit programs discussed in this Master Agreement require implementation at the local level.
4. **NATIONAL LEVEL ANNUAL MEETING:**
 - a. The Parties agree that an annual meeting to discuss Labor-Management concerns, issues, and solutions is productive to the effective operations of Passport Services, and to the efficient service to the public. To that end, the Employer and the Union agree to meet once a year to mutually explore matters concerning the Labor-Management relationship and effective operations of the organization. Both Parties shall provide subjects to be discussed, and the agenda will be determined by mutual agreement preferably 14 days prior to the meeting. The agenda items should not normally be subjects of individual grievances but should pertain to mutual concerns of the Parties. The length of the meeting will be determined based on the issues agreed to be discussed but will not exceed two (2) days. Other concerns can be shared between the Parties by email, phone call,

memorandum, or letter. That correspondence should be between NFFE Local 1998 national representatives and Passport Services Headquarters (CA/PPT/PMO).

- b. Annual meetings will normally be held during the first four months of each calendar year. If the meeting is not held in the first four months of a calendar year, then no later than May 1st of that year the Parties shall agree on the date for the meeting. The meetings will occur on a mutually agreeable date. The meeting will include the Union President and Vice President or their designees. The Union will be allowed two (2) additional representative(s). The names of designees for the Union should normally be provided to the Employer thirty (30) days in advance to provide the Employer an opportunity to consult with the Union on those selections. The Employer should also provide the Union 30 days' notice of its representatives for the meeting to allow for consultation with the Union. Official time and expenses for travel and per diem will be provided to Union officials employed by CA/PPT. The Parties agree that the Union may have a NFFE National or IAMAW representative and Management may have a Department of State Labor-Management Relations representative present to participate in the meeting.
 - c. Typical types of standard topics to be discussed at the Annual Meeting include anti-fraud resources and tools, development of training and the Employer's programs, operations, finances and budget.
5. OFFICIAL TIME AND NOTIFICATION: Official time shall be allotted as needed. Each Union representative shall advise his/her supervisor of the need for official time as soon as possible. Time spent for local or National UMC meetings will not count against the hours normally allotted to Union officials in Article 7. The time will be recorded in any work report in the same manner as other official time. Any bargaining unit employee who agrees to participate under this Article will be entitled to official time to participate and up to one hour to prepare with the Union steward ahead of any scheduled meeting.
 6. INFORMATION SHARING: In connection with the annual meeting or upon request, the Parties agree to share information as appropriate and where available (e.g., system initiatives, form updates, 8 FAM revisions).
 7. FOREIGN AFFAIRS MANUAL (FAM) CHANGES: The Employer will continue to share with the Union draft changes to both 8 FAM and 3 FAM that affect bargaining unit employees prior to their implementation. The Employer agrees to review all input provided by the Union. Union input must be provided in a timely manner.
 8. TRAINING: The Parties recognize that training in cooperative Labor-Management relationships, such as interest-based bargaining, conflict resolution, alternative dispute resolution techniques, and communications skills, may be useful.
 9. DECISION-MAKING: Any decision made by the Committee must be unanimous by all of the Union and Management members. If the Committee is unable to make a decision, Management retains its rights and authority (see Article 5 and 5 U.S.C. 71) and the Union retains its rights (see Article 12 and 5 U.S.C. 71).
 10. COMMITTEES: In accordance with Article 2 of this Master Agreement, wherever the Employer seeks to involve bargaining unit employees on committees at the local or national level (e.g., "quality of life" committees, "desk sharing" committees, etc.), the Employer recognizes that NFFE Local 1998 is the exclusive representative of the bargaining unit employees and has the sole

authority to designate which Union officials or other bargaining unit employees shall serve on the committees. The Employer may recommend to the Union bargaining unit employees to serve on committees. In any office where there is no local Union representative, the Employer shall contact the Union President or Vice President.

11. CHANGE IN OFFICE LAYOUT: Where changes to office layouts are being considered, including new and/or reconfigured current office space, the Employer will brief the Union on the proposed design plans. The Employer will bring Union concerns to the attention of the design team for serious consideration. The Employer agrees to provide Union officials with copies of current and proposed design plans if available.
12. AWARDS PROGRAM: Either party to a local Union/Management Committee may initiate discussions on the awards program, with the intent of improving the program. The Parties may jointly choose to obtain reactions from bargaining unit employees, supervisors, or managers.
13. BENEFITS PROGRAM: The Employer agrees to keep the Union informed about proposed changes to bargaining unit employee benefit programs and/or changes to law, Department or Government regulation that impact these programs such as family leave, subsidized childcare, and transit vouchers. Periodic updates may include information on the progress of development and proposed deployment timeframes.
14. MEETING MINUTES: Either party may keep its own notes of the meeting. The Parties may keep minutes of any Union-Management meeting, local or National, and if official minutes are kept, the Parties will mutually agree to the minute taker. A reasonable amount of official time will be granted for a Union representative to draft the meeting minutes, which will not count against the time allocated in Article 7, if he or she has been designated the drafter of the minutes. If official minutes are kept, both Parties will have the opportunity to review and approve the minutes before they become final. Union representatives of the meeting will be given a reasonable amount of official time, which will not count against the time allocated in Article 7, to provide its review and comment of the meeting minutes.

ARTICLE 5
MANAGEMENT RIGHTS

1. **LEGAL AUTHORITY**: In the administration of all matters covered by this Master Agreement, the Parties and the employees are governed by existing or future laws, Executive Orders and government-wide regulations, and any agency regulation not in conflict with this Master Agreement in existence at the time this contract is approved.
2. **MANAGEMENT RIGHTS**: Management rights are specified in law and Executive Order. The Parties acknowledge that 5 U.S.C. 7106 states as follows:

§ 7106. Management rights

- (a) Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency--
 - (1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
 - (2) in accordance with applicable laws--
 - (A) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - (B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
 - (C) with respect to filling positions, to make selections for appointments from--
 - (i) among properly ranked and certified candidates for promotion; or
 - (ii) any other appropriate source; and
 - (D) to take whatever actions may be necessary to carry out the agency mission during emergencies.
- (b) Nothing in this section shall preclude any agency and any labor organization from negotiating--
 - (1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
 - (2) procedures which management officials of the agency will observe in exercising any authority under this section; or
 - (3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 6
EMPLOYEE RIGHTS & RESPONSIBILITIES

1. UNION MEMBERSHIP:

- a. Bargaining unit employees shall be protected in the exercise of their right, freely and without fear of penalty or reprisal, to form, join, and assist any labor organization, or to refrain from such activity. This Master Agreement does not prevent any employee, regardless of labor organization membership:
 - i. from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations, or Department policies,
 - ii. from choosing his or her own representative in a statutory appeal action.
- b. Nothing in this Master Agreement shall abrogate any employee right or require an employee to become or to remain a member of a labor organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions as provided in Article 9 of this Master Agreement.
- c. The Employer shall not discipline or otherwise discriminate against any employee because he or she has filed a complaint, filed a grievance under the provisions contained in the negotiated grievance procedure (Article 20) or any other available procedure for redressing wrongs to an employee, or given testimony under 5 U.S.C. Chapter 71.
- d. The Employer will not coerce or in any manner require employees to invest their money, donate to charity, or participate in activities, meetings, or undertakings not related to their performance of official duties.

- b. FORMAL DISCUSSIONS: Management has the responsibility to invite the Union to any formal discussion between one or more representatives of the Employer and one or more bargaining unit employee(s) or their representatives concerning any grievance or any personnel policy, practice, or other general condition of employment. The Union will be given reasonable advance notice of the meeting. Before initiating a formal discussion, the manager will notify the Union representative(s) responsible for the affected employee(s). If the Union representative(s) cannot be reached the manager will notify the Union President, or designee.

3. MEETINGS: A bargaining unit employee has the right to be represented by the Union at:

- a. WEINGARTEN RIGHTS: Any examination of the employee by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation. Employees shall be provided annual notification of this Weingarten Right via a sole topic email within the two (2) months prior to Labor Day.

No action shall be taken against an employee because that employee requests representation. Once the employee requests a representative, the Department will not continue the examination or engage in any subsequent examination of the employee without providing the opportunity for the representative to be present. However, nothing shall preclude the Employer from not having the examination at all or continuing the examination without representation if the employee so elects to continue the examination.

When it is necessary for the Union to assign a representative that is not a Union representative at the local Office where the proceeding takes place, either as a replacement for an absent Union representative or where there was no local Union representation to begin with, the parties agree that the representation may occur by telephone conference call, or by video conference, if available.

Further, a bargaining unit employee who is not being directly investigated, but simply examined in connection with another employee's examination, also has the full rights as described under Weingarten Rights. A simple gathering of facts may inadvertently lead to self-incriminatory information related to violations of law, rule, or agency policy as well as negotiated policy.

- b. INTERVIEWS CONDUCTED BY OR ON BEHALF OF THE BUREAU OF DIPLOMATIC SECURITY: Weingarten rights must be honored in any non-criminal interview whether the interview is conducted by the Employer or by an agent of the Employer. It is the Employer's responsibility to periodically notify employees who conduct investigations on behalf of the Department's Bureau of Diplomatic Security of these rights. The individual conducting the interview shall not indicate to the subject of the interview that the employee does not need a representative or that the employee need not be concerned about the interview or its potential effects.
- i. When an employee is the subject of a misconduct investigation and an examination is conducted by an official of the Department's Bureau of Diplomatic Security, or by a Department or a non-Department employee on behalf of Diplomatic Security, regarding a non-criminal security related matter, the bargaining unit employee who is the subject of the investigation will normally be given 24 hours notice of any contemplated interview except when such advance notification may jeopardize the investigation.
 - ii. An investigator may elect to provide the general nature of the investigation prior to conducting the interview. When the "Warning and Assurance to Employee Requested to Provide Information on a Voluntary Basis" (DS-7619) form or the "Warnings and Assurance to Employee Required to Provide Information" (DS-7618) form is used, the nature of the investigation will be listed on the form. The employee will be asked to sign the form to acknowledge having been apprised of his/her rights. The employee will also be told the nature of the subject of the investigation prior to any questioning.
 - iii. It is the Employer's responsibility to notify non-Department employees who may be requested to conduct security related investigations on behalf of the Department's Office of Security of this regulation periodically. A bargaining unit employee who is the subject of such examination is not to be told by the individual conducting the examination anything connoting that the employee does not need a representative nor that the employee need not be concerned about the examination or its potential effect.
 - iv. As noted above, security incidents that could lead to criminal or civil action can only be addressed by Diplomatic Security Agents who must provide one of the two forms described above.

- c. PERFORMANCE/PROMOTION DISCUSSIONS: The Parties acknowledge that periodic performance progress reviews in accordance with Article 18, Section 9, are to be candid discussions between the supervisor and employee covering both successful contributions and areas for improvement. If after such a performance discussion a bargaining unit employee still has concerns about being promoted or about his/her performance evaluation, the employee may request a follow up meeting with their supervisor and the employee may request that a Union representative accompany them during such a discussion.

Performance discussions that include questions about conduct issues (e.g., frequent absence, excessive socializing), that lead a bargaining unit employee to reasonably believe their responses may lead to disciplinary action, constitute an examination of the employee under part a of this Section, and the employee may invoke his/her Weingarten right. The Employer will not conduct periodic performance discussions with more than one supervisor/manager present without the employee's concurrence.

4. REPRESENTATION RIGHTS: When a bargaining unit employee has the right to be represented by the Union under Section 3, the following provisions apply:
 - a. The request for a Union representative may be made by the employee or the Union on behalf of the employee before or during the interview. When a representative is requested, the interview will be discontinued for a reasonable amount of time until a Union representative is available, or the meeting will be rescheduled or ended by the Employer or the Employer's representative.
 - b. Except as noted above, the employee has the right to advance notice of the purpose of the interview and whether he/she is the subject of the investigation.
 - c. The employee has the right to ask questions pertaining to his/her rights, obligations, and consequences before and during the interview. The employee has the right, upon request, to receive a copy of his/her signed affidavit and/or taped interview. When represented by the Union, the employee is still responsible for answering the questions posed to them, unless it pertains to questions covered by "Warning and Assurance to Employee Requested to Provide Information on a Voluntary Basis" (DS-7619).
5. INFORMING THE EMPLOYEE: Bargaining unit employees shall be kept informed of rules, regulations and policies under which they are obligated to work. Such information will be given to each new bargaining unit employee, highlighted during orientation sessions for new bargaining unit employees, and placed on the Passport Services Intranet.
6. OUTSIDE ACTIVITIES: Bargaining unit employees have the right to engage in outside activities and employment of their own choosing, and otherwise conduct their private lives as they see fit, provided they follow all applicable laws and regulations. The Parties recognize that outside employment must not impede a bargaining unit employee's ability to perform their duties for Passport Services.
7. PROFESSIONAL CONDUCT: All bargaining unit employees and Management officials will conduct themselves in a professional manner and be treated fairly and equitably. All email correspondence sent by Employer or Union officials will be professional, factually correct (to the best of the sender's knowledge) and will comply with applicable law and regulation.

8. WORKPLACE VIOLENCE: The Department will not tolerate workplace violence on any premises it owns or leases, including parking lots and garages. Any employee or supervisor found to be engaging in violent or threatening behavior may be subject to discipline up to and including separation. See 3 FAM 4150 for examples of workplace violence and reporting procedures.
9. NONDISCRIMINATION: No employee will be discriminated against by either the Employer or the Union on account of race, color, religion, sex, sexual orientation, national origin, age, marital status, disability, or lawful political affiliation. No employee will be reprimed against for participation in protected EEO activity.
10. DRESS CODE/OFFICE ATTIRE: Bargaining unit employees will observe reasonable dress, appearance and grooming standards as determined locally. All attire standards will be conducive to a working environment that is safe, productive and non-disruptive and conveys a sense of service and professionalism to the public. All office attire policies shall provide for at least one day per week (e.g. "Casual Friday") where less formal clothing may be worn, including wearing jeans and the elimination of neckties. Clothing bearing the logos or insignias of the Department of State, Passport Services, the regional office, the AFL-CIO, the IAMAW, NFFE, and/or Local 1998 is permitted. The Employer may propose that certain attire be required to enhance professional representation to the public.
11. NAMEPLATES: All bargaining unit employees who are expected to deal with the public will be provided a name plate by the Employer. The employee's nameplate must be displayed at the workstation. The nameplates will show first name only; employee surnames will not be displayed in public view.
12. ACCESS TO INFORMATION: Upon written request, bargaining unit employees will be given the opportunity to review State Department and Employer directives and regulations. In these instances the employee will be given time during the workday to review these regulations and directives. The Employer agrees to help an employee identify and find a specific law, rule, regulation or directive on request.
13. DISCUSSING PROBLEMS: Bargaining unit employees have the right to discuss their issues with the Human Resources Office, Equal Employment Office or Counselor, Union representative, Employee Consultation Service, and/or a person designated to provide guidance. When meeting with any of these officials on duty time, that time to meet must be requested and approved unless a personal emergency situation exists. If the employee cannot be released immediately due to workload concern, they will be advised when they can be released.
14. OFFICIAL TIME FOR BARGAINING UNIT EMPLOYEES: Bargaining unit employees are entitled to a reasonable amount of official time whenever discussing, preparing, or filing complaints, and when meeting with Union representatives or Management representatives concerning any complaint or working condition of the Employer. Normally an individual employee will make the request, however it is allowable for the Union representative to make the request on behalf of the employee. Employees requesting official time in accordance with this section shall make the request via email or in person to their immediate supervisor. If the immediate supervisor is unavailable, the request should be made up the normal chain of command. Normally a bargaining unit employee will be released as soon as possible when requested unless critical work demands require his/her presence on the job. When release cannot be accomplished immediately, the employee will be released as soon as possible. An employee not on duty need only make arrangement with the Agency/Office Director.

15. PERSONAL HARDSHIP: Any bargaining unit employee may request special consideration due to personal hardship. Management will consider all hardship requests and where possible, take steps to provide assistance.
16. CONSULAR AFFAIRS HUMAN RESOURCES DIVISION (CA/EX/HRD): CA/EX/HRD is committed to providing prompt and courteous human resource service to all program areas and to all bargaining unit employees within the Bureau of Consular Affairs.
 - a. The bargaining unit employee will have confidential access to an HR specialist. Bargaining unit employees should check with their supervisor if they do not have the contact email address for their servicing HR cross functional team (CFT) inbox. By contacting the appropriate CFT inbox, they will be connected with an appropriate HR specialist.
 - b. The Employer agrees it is desirable to have representatives from the servicing HR office visit regional offices regularly to provide information, answer questions on personnel issues and perform other responsibilities. Such visits will be made based upon need, funding, and resources.
 - c. Promotions, awards, and personnel actions will be processed in a timely manner.
 - d. CA/EX/HRD will ensure that all personnel actions and errors in personnel or payroll matters are processed or corrected as soon as possible after the bargaining unit employee brings them to the attention of the supervisor, the Agency/Office Director, or the assigned Human Resource Specialist. Action will normally be completed within two (2) pay periods, unless otherwise specified within this Master Agreement, law, or government-wide regulation. Within-grade increases will be effective within one pay period after the eligible date for those bargaining unit employees who have met the eligibility requirements.
17. CORRECTIVE ACTIONS: Bargaining unit employees will normally not be admonished, counseled or given verbal warnings except in a setting that protects an individual's dignity and confidentiality. It is recognized, however, that in some instances the corrective action must be given immediately, on-the-site where the improper behavior occurred. Such instances should be rare and handled in a professional manner, respecting the dignity of the employee.
18. RECORD RETENTION: Bargaining unit employees will receive copies of all documents placed in their official personnel files (eOPF). Records will not be retained longer than the period prescribed by Government-wide or Agency regulations, or as noted within this Master Agreement.
19. TESTIMONY: When a bargaining unit employee is requested to testify in his/her official capacity on behalf of the Government, the Employer will determine the appropriate response to the request. If a bargaining unit employee is directed to testify, the Employer will ensure that the employee will receive all necessary travel and transportation arrangements prior to the commencement of travel.
20. CUSTOMER INCIDENTS: Bargaining unit employees working with the public may request time away from the public area if the employee has been threatened either verbally or physically by an applicant. The supervisor will evaluate the situation and allow the employee time away from the

public area when it appears helpful and when the work situation permits. The employee will be given time to prepare a report of the incident and present it to the immediate supervisor.

21. PERSONAL USE OF GOVERNMENT EQUIPMENT:

- a. Bargaining unit employees may use office equipment if it involves negligible additional expense to the government – such as electricity, ink, small amounts of paper, and wear-and-tear. Supervisors should be consulted if there is any question over whether such use is in fact “negligible” or “small.”
- b. Bargaining unit employees are authorized to make limited personal local telephone/fax calls and calls that are charged to non-government accounts (e.g., personal telephone credit cards).
- c. All bargaining unit employees shall have access to an e-mail and voice-mail account, where the office has such facilities.
- d. Bargaining unit employees shall be allowed Internet and Passport Services Intranet access, where available.
- e. Use of all of the above equipment and services must not interfere with official business. Personal use must generally be restricted to personal time.

22. LUNCHROOM: Management will attempt to secure space in the work place that can be used for bargaining unit employee meals and breaks. Such space will be located in an area that is accessible to all bargaining unit employees. The area should be of sufficient size and furnished to accommodate the work force in that location.

23. PERSONNEL RECORDS: The Employer may access official personnel records of bargaining unit employees only through authorized channels and only for official purposes (e.g. verification of time and grade). Leave records may be accessed as appropriate through the leave records developed and maintained at each local Office through the Department’s Time and Attendance Computer System known as TATEL. The Employer may access other records only as officially authorized and where necessary to promote the efficiency of the service.

24. FOOD AND DRINK POLICY: Food and drink policies shall be developed through procedures outlined in Article 12 or Article 4. All local policies, with only reasonable exceptions made for the Book print area, shall allow for bargaining unit employees to consume beverages in covered containers.

25. PRIVACY: The Employer makes routine reviews of the work area in accordance with the Passport Services’ Internal Controls Guidelines. If a more detailed search is required, such as searching through desks, lockers and cabinets, there must be just cause and the Employer will do so with at least two people present (one of whom may be either the employee or his/her designated representative and the other may be the Union representative, if available).

Passport Services non-unit staff (e.g. supervisors) shall not access bargaining unit employees’ emails sent on a confidential basis to an EEO counselor, a Union representative, or an EAP counselor. This shall not prevent a systems administrator or the ISSO from assisting in authorized searches as directed by the Department. Except in situations where there is a threat to someone’s safety or there is evidence of malfeasance, no confidential communication using Department of

State computers directed to an EEO counselor, Union representative, or EAP counselor may be used against the bargaining unit employee in matters covered by Article 23 or Article 24.

26. SECURITY CLEARANCES: The Parties recognize that the denial of a security clearance is excluded from the grievance procedure by law. The Department of State does have an internal appeals process for employees whose security clearance is denied or revoked and bargaining unit employees shall be notified of this process and be provided official time or administrative leave, as appropriate, to appeal the denial of a clearance. The provisions of 12 FAM 230 as of the effective date of this Master Agreement will be followed regarding security clearance matters. The Employer shall notify the Union in advance of any proposed changes to this policy, in accordance with Article 12.
27. SIGN-LANGUAGE INTERPRETERS: The Employer will provide sign-language interpreters for hearing-impaired employees when appropriate and in accordance with Department regulations.
28. OFFSET OF EMPLOYEE'S CURRENT PAY TO SATISFY CERTAIN DEBTS OWED TO THE UNITED STATES: In instances where the Employer determines it is appropriate to involuntary offset funds from a bargaining unit employee's current pay in order to satisfy a debt owed to the United States, the Employer will comply with any and all due process requirements set forth under applicable laws and regulations including but not limited to 5 U.S.C. 5514, 5 CFR Subpart K, and 22 CFR 34 Subpart C.
29. TELEWORK: Where a BUE occupies a Department recognized telework position, they are free to submit a telework agreement to their supervisor for consideration. All provisions of 3 FAM 2360 apply to those employees approved for situational or core telework. Any denial of a telework agreement must be provided in writing. Denials may be grieved under Article 20.

ARTICLE 7
UNION RIGHTS AND REPRESENTATION

1. **RECOGNITION:** The Employer recognizes that the Union has the exclusive right to represent all bargaining unit employees in negotiations and formal meetings with the Employer with regard to matters affecting the conditions of employment.
 - a. The Employer agrees to respect the rights of the Union.
 - b. The Union has the right to present its views, ideas or recommendations to any level of Management, or other officials of the executive branch of the Government, the Congress, or other appropriate authorities regarding personnel policies, practices or conditions of employment.
 - c. Upon request from either party, Union officials and the Employer shall informally discuss items of concern in the application of the Master Agreement or law, rule or regulations to avoid misunderstanding. Representatives of the Union and the Employer shall not refuse to meet to discuss these matters. Such requests will be complied with in a timely manner.
 - d. The Employer will recognize elected Union officers and appointed representatives throughout the bargaining unit. The Union will supply the Employer in writing, and will maintain on a current basis, a list of the Union officials. The list will identify the group of bargaining unit employees each official is designated to represent and which officials are national representatives.
 - e. In any local office where the Union is not represented by an official, the Union leadership will be given advance notice of any formal change in personnel policies, practices procedures, working conditions or grievance discussions. In those instances the Union President may assign another Union official from outside the Agency to address the issue. These dealings will be undertaken to the fullest extent possible by telephone, mail, email, or other means of communication. The Employer will not be responsible for travel and per diem cost of the Union official. However, the Union official shall be permitted official time as provided in Section 5 to represent the bargaining unit employee and for travel time to and from the location.
 - f. The Employer agrees to recognize duly accredited representatives of the NFFE National Office. The Union shall provide notice in accordance with Section 6 to the Employer of visits to be made by representatives of the National Office. If the date or time is not acceptable to the Employer, the Employer will suggest an alternate date and time.
2. **FREEDOM FROM RESTRAINT:** There shall be no restraint, coercion or discrimination against any Union official because of the performance of duties in consonance with this Master Agreement and 5 U.S.C. Chapter 71, or against any bargaining unit employee for filing a complaint or acting as a witness under this Master Agreement, the aforementioned Act, or applicable regulations.
3. **REPRESENTATION:**
 - a. The initial point of contact shall normally be the lowest level Employer official and lowest level Union official having responsibility to act. If either Party at the initial point of

contact feels a matter is outside its jurisdiction, the matter shall be referred immediately to the next higher level.

- b. The Employer's contact for matters affecting more than one agency or beyond the headquarters office is the Union President, or in the case of a vacancy in that position whomever the Union designates. The Union may authorize the NFFE National Office to act on its behalf in any dealings with the Employer. Communications will be undertaken by email, mail, telephone, videoconference, or as otherwise mutually agreed upon.
4. **FORMAL DISCUSSIONS:** The Union shall be provided an opportunity to be present at any formal discussions between Management and any bargaining unit employee(s) concerning any grievance, personnel policy or practices or other general condition of employment.
 5. **OFFICIAL TIME:** Official time will be granted in accordance with 5 U.S.C. 7131 and this Master Agreement.
 - a. Pursuant to 5 U.S.C. 7131(d), the following Union officials/representatives shall be granted the indicated amounts of official time to perform representational and contract administration functions:
 - i. President: 100 % time
 - ii. Vice President: 60% time
 - iii. Secretary/Treasurer: 10 hours/week. (32) hours of official union time will be provided annually to the Secretary /Treasurer for preparation of information reports required under 5 USC 7120 (c), including financial reports. The Secretary /Treasurer can designate some of the (32) hours for the Recording Secretary, President, or trustees. If additional financial reports are required by law in the future, then the parties may bargain over additional official time for the completion of those reports.
 - iv. Recording Secretary: 10 hours/week
 - v. Chief Steward: 20 hours/week)
 - vi. Senior Steward at each Agency, Center or Office where bargaining unit employees are assigned: 8 hours/week each.
 - vii. Where an agency or office where bargaining unit employees are assigned has 50 or more bargaining unit employees, one additional steward may be appointed, and one additional steward for 30 additional employees, and each increment of 50 bargaining unit employees thereafter (i.e. 50, 80, 130, etc.). Each steward: 5 hours/week each.
 - viii. Bargaining unit employees appointed to represent the Union to discuss or negotiate with the Employer in a joint meeting will be entitled to a reasonable amount of official time to perform that function. Normally that will be one hour for preparation for a UMC meeting and as agreed to by the parties for any negotiating sessions.

- b. No Union officials will be able to hold more than one Union position in any given week. If a Union official is serving in an acting capacity for another Union official, he/she shall receive official time allotted to that official for that week. If a Senior Steward is acting for a national level officer, including the Chief Steward, and if there is another local steward at the agency, that steward will be entitled to act for the Senior steward. When the Senior Steward is acting at the national level or absent from work for the week, and there is no Union Steward, another BUE can be appointed as Senior Steward locally. Acting capacity means that the current Union official serving in a Union position has vacated that position for reasons other than resignation.
- c. Representational functions include, but are not limited to: meeting with bargaining unit employees about representational matters; handling and investigating complaints; interviewing witnesses; filing grievances; filing Unfair Labor Practice charges; formulating proposals; assisting representatives with representational issues; appropriate legislative functions; communicating representational rights and information to bargaining unit employees; representational research (e.g., the Master Agreement, 5 U.S.C. Chapter 71, training materials, case law, etc.); representing an employee before the Merit Systems Protection Board (MSPB); and reading and responding to representational messages (including emails).
- d. In addition to the above, Union officials will be granted reasonable amounts of official time to attend Employer-initiated meetings. Union officials will also be granted official time in accordance with the provisions of 5 U.S.C. 7131(a) and (c). Furthermore, Union representatives will also be granted a reasonable amount of additional time as representatives and/or witnesses in MSPB proceedings.

6. PROCEDURE FOR OFFICIAL TIME:

- a. Scheduling Official Time: The Parties agree that it may be appropriate for Senior Stewards, Chief Steward, Union Vice President, Secretary-Treasurer, Recording Secretary, and Union President to have fixed periods to perform official time functions. Such fixed periods must be arranged with the Union official's direct supervisor with concurrence of the Agency/Office Director or designee. Federal holidays will not impact the amount of official time allotted to Union officials. In the event that a federal holiday falls on an agreed to fixed day/period for official time, the Union official and their direct supervisor will arrange another fixed day/period.

Union Stewards may also arrange regularly scheduled, fixed blocks of time to perform representational functions. The specific date(s), time(s), and length of the scheduled blocks will be arranged by the Union Steward and his/her supervisor. The Agency/ Office Director or designee must concur with the fixed time agreed to between the steward and supervisor. In the event that there are no representational duties for the Union Steward to perform during the schedule block, he/she shall report back to his supervisor for other assignment.

- b. Coordinating Official Time: When not using pre-scheduled blocks of official time, a representative will consult his/her supervisor (normally via email) to obtain concurrence for official time usage. The representative will provide the approximate amount of official time that will be needed, offering a starting and ending time, and providing a telephone number when appropriate. When seeking to use official time, the representative will provide a description of the reason for the time, without having to divulge the names of

employees seeking representation or intricate details of any complaint/grievance but must provide adequate justification. For instance:

- i. I need two hours to research the Master Agreement and case law to prepare for a discussion with Management;
- ii. I need a ½ hour to return a bargaining unit employee's phone call regarding a concern;
- iii. I need one hour to review emails from NFFE Headquarters and respond;
- iv. I need two hours to prepare a Step 1 grievance.

Normally a representative will be released immediately unless work conditions require his/her presence on the job. When release cannot be accomplished immediately, the representative will be released as soon as possible and the representative will be notified by the supervisor of approximately when that time will occur.

If the supervisor denies the use of the official time, he/she must provide an explanation for the denial. The supervisor will provide a written explanation upon request. If a delay results in the Union missing a contractual time limit, the Union will be granted an extension of time equivalent to the time of the delay.

If the representative requires more time than originally approved by the supervisor, he/she will contact the supervisor to secure additional time.

Official time is not cumulative week to week. Official time that is not requested one week cannot be carried over to the next week. A representative who needs additional official time, however, may request it and those requests will be approved on a case-by-case basis. The decision to approve additional time will depend on the facts and circumstances of each case and must be requested from and approved by the Agency/ Office Director or his/her designee.

Bargaining unit employees who are conferring with recognized Union officials will be granted official time on the same basis that the Union official has requested official time.

The policy and procedures of this Article on the use of official time must be used by bargaining unit employees who are engaging in self representation.

If a Union representative needs to meet with a BUE, the representative must consult with and obtain concurrence from that employee's supervisor on behalf of the employee on the proposed time of the visit. Bargaining unit employees conferring with the Union over concerns/grievances will be granted official time on the same basis that the Union official requested the time. Union representatives may seek to obtain official time on behalf of bargaining unit members.

The Policy and Procedures of this Article on the use of official time must be used by bargaining unit employees who are engaging in self representation.

- c. Reporting Official Time: All Union representatives and BUE shall document their use of official time in the same manner as their work output is accounted. As an example, MIS provides a category to record official Union time.
7. INTERNAL UNION BUSINESS: Internal Union business (e.g., solicitation of Union membership, election of Union officials or collection of dues) will be conducted during the non-work time of the bargaining unit employees involved. Official time will not be authorized for the performance of internal Union business.
8. MEMBERSHIP DRIVES: Upon request and subject to normal security limitations, the Union will be granted authority at each agency to conduct two (2) membership drives of up to fifteen (15) days each per year, before and after work hours and during scheduled break periods and lunch periods. The agency will provide tables and easels at convenient locations for the use of the Union drive.
9. ANNUAL SURVEY: All bargaining unit employees will be allowed 30 minutes of official time each year to participate in a representational survey conducted by the Union on a nationwide basis. The Union will consult with PPT/PMO on the content of the survey before releasing it to the employees. If Management seeks to survey bargaining unit employees, it will first consult with the Union (including discussing the content of the survey before releasing it to the employees). Any such survey will provide employees with sufficient time to complete the survey.

ARTICLE 8
USE OF OFFICIAL FACILITIES AND SERVICES

1. SPACE/CABINETS/DESKS FOR UNION REPRESENTATIVES IN EACH OFFICE:
 - a. The Employer acknowledges that it is desirable for the local Union stewards to have access to space which is reasonably private to conduct meetings with employees and conduct other representational duties. Therefore, local Union representatives may schedule use of conference/training space in advance of use of official time to conduct meetings/ representational duties by contacting the designated Adjudication Manager (AM) or appropriate management official. This would include scheduling use of space when using blocks of official time (see Article 7). When use of conference/training space is not possible for the requested period, the AM will advise of when space is available, or where possible, make available a workstation or office that is currently not utilized and that is relatively private and away from general work areas. This space cannot be made permanent due to the limited amount of official time for such local representatives each week, and because space availability is fluid in respective Offices. Upon request, the Employer will also make space available for Union representatives to meet with employees in non-duty status (e.g. lunch hour).
 - b. The Employer shall identify existing and available bar lock cabinets. The Employer will provide the designated local Union representative one cabinet with a minimum of two drawers. In Agencies where no existing cabinets are available, and there is a designated local Union representative, the Employer shall provide a two-drawer cabinet. In both cases the Employer and designated Union representative shall work together to identify a mutually agreeable location for cabinet placement. In offices where the Union Vice President, Secretary-Treasurer, Recording Secretary, or Chief Steward work, the Employer shall provide one additional two-drawer cabinet.
 - c. The Union understands that the Employer has the right to preempt for their use space previously provided to or reserved by the Union. When the Employer determines the need to relocate or temporarily preempt for its own use space previously used or reserved by the Union, the Employer's representative and the appropriate Union official will negotiate on the change, attempting alternative arrangements to provide not less than the previous amount of space.
 - d. The Union will comply with all Employer security and GSA building management regulations with respect to its use of any facilities. The Parties recognize that the Union has a reasonable expectation of privacy in its file cabinets and in shared reserved spaces while in use by the union. Due to DS regulation, any space utilized by the local Union representatives cannot be locked, however, management agrees that while the space is used, it will not interrupt or enter the space being used except in case of emergency. The Union agrees to exercise reasonable care in using such space, and will leave it in a clean and orderly condition.
 - e. The operation of portable heaters-in Government-controlled space is prohibited unless authorized by the GSA building manager or by agencies that have been given delegated authority to perform building management functions.

- f. The Union's sole-use cabinet is, while utilized by the Union, property thereof and literature may be placed on top of the cabinets for general use, reference, and study. The Union may maintain logs for books displayed when someone wants to borrow one, and this log shall remain on the cabinet. Such collections of materials should be kept to a minimum, to maintain professional decorum and meet OSHA health and safety restrictions (e.g. not create a trip or fire hazard).

2. FACILITIES FOR UNION PRESIDENT:

- a. A sole use office for the Union President will be provided if available. The office will have a desk that has cabinets and drawers and contain normal office equipment (e.g. telephone, computer). One four-drawer cabinet will also be provided to the Union President. Management will consult with the Union President in identifying appropriate office space. The final determination of such office space will be determined by Management. The Union President will be allowed to purchase independently an additional four-drawer filing cabinet. The Union President and Management will identify placement of the additional cabinet so that it is properly accessible. Management agrees to respect the privacy of the office provided to the Union President to the maximum extent possible but the office cannot be locked at any time. Management may also offer the Union Vice-President sole use space where available.
- b. The Employer agrees to provide the Union President access to equipment and facilities as needed. The Employer will also provide the Union President with a telephone with a separate voice mail account and conference call capabilities, and a computer with e-mail and a separate e-mail address (NFFE-1998@state.gov). The computer will have the same programs that are standard on employee computers.

3. EMAIL FOR NATIONAL OFFICERS:

- a. The Employer agrees to provide each of the National Officers a sole-use government e-mail address:
 - i. The Vice President will have the e-mail address NFFE-1998VicePresident
 - ii. The Recording Secretary will have the e-mail address NFFE-1998RSecretary
 - iii. The Secretary/Treasury will have the e-mail address NFFE-1998SecTreasurer
 - iv. The Chief Steward will have the e-mail address NFFE-1998ChiefSteward
 - v. The collective shall be NFFE-1998NationalOfficers
- b. Each will have an @state.gov suffix.

4. EQUIPMENT FOR UNION REPRESENTATIVES:

- a. The Employer will permit Union representatives to use:
 - i. Computers
 - ii. Printers (including the color printer)
 - iii. Videoconference equipment when available, and after coordination with local Management

- iv. Scanners as available
 - v. Telephones
 - vi. Fax machines
 - vii. Typewriters if needed and where available
 - viii. Shredders
 - ix. Copy machines (including the color copier)
 - x. Email
- b. The Senior Steward for each office will be the proprietor for the distribution list for its office representatives, but will also be the proprietor for the office BUE list, which amount to, simply, NFFEBUE-(Agency Acronym), e.g. NFFEBUE-WN@state.gov, NFFEBUE-NY@state.gov, etc.
- c. Offices without active representatives will have distribution lists, as above, but maintained by the President or his designee. These offices will post on their Union bulletin boards the e-mail addresses of all national officers, including the collective national officer address, as per Section 6 of this Article.
5. MAIL SERVICE: The Union will be permitted to use the Employer's mail services, including United States Postal Service mail and express mail (e.g., UPS), for the purpose of communicating representational actions (including grievances, negotiations, and statutory appeals work).
6. BULLETIN BOARDS:
- a. Bulletin board space of approximately 24" by 36" for posting notices and literature, limited to NFFE local use only, will be made available at each location. Where a location has more than one floor, one bulletin board will be made available for each floor. Additional bulletin boards are subject to local negotiations.
 - b. The Union is responsible for posting and maintaining material on its bulletin boards in an orderly manner.
 - c. The Union agrees that all material posted on union bulletin boards will be appropriate for a professional work place, be factually correct to the best of the poster's knowledge, and will comply with all applicable laws.
 - d. Only the designated bulletin boards will be used for such postings.
 - e. The Union assumes all responsibility for the preparation and reproduction of materials posted under this Section.
 - f. Only the Union may post materials on this bulletin board. If Management believes any posting are not in compliance with Section 6c, they will notify the applicable representatives.

7. ELECTRONIC BULLETIN BOARD: The Parties agree that maintaining centralized online employee resources information for bargaining unit employees is beneficial. A link to the Passport Intranet page will be added to each bargaining unit employee's desktop and all bargaining unit employees will be informed of this link. The Employer agrees to consider input from the Union on additions or changes.
8. COPIES OF MASTER AGREEMENT:
 - a. Booklet copies of this Master Agreement shall be furnished by Management to all Management officials, bargaining unit employees on duty as of the date of the Master Agreement, and to all bargaining unit employees entering on duty after the date of this Master Agreement. One-hundred (100) additional copies of this Master Agreement will be furnished to the Union for its use. The cost of printing this Master Agreement shall be borne by the Employer.
 - b. The Master Agreement will also be made available electronically via the Passport Services Intranet within 30 days of its approval. The Master Agreement will be sent electronically to the Union President within 3 days of its approval in both PDF and Word Document formats.
 - c. Amendments and supplements to this Master Agreement will be distributed through the same channels agreed upon for the distribution of the Master Agreement itself.
 - d. Local agencies shall be provided with the contact information necessary to request new, hardbound copies of the Master Agreement. If supplies exist nationally, new bargaining unit employees will be provided with an original hard copy of this agreement. Reasonable avenues for obtaining new hardcopies should be made available and delivery should normally be expected within two weeks of the request.
9. UNION ACCESS TO REGULATIONS: Upon request, the Employer will provide Union officials access to Passport Services/Department of State policy directives and regulations, including 3 FAM, relating to bargaining unit employees.
10. ACCESS TO DEPARTMENT COMMUNICATION RESOURCES: The employer will allow use of B-Net/e-Department Notices for communicating (e.g. membership meeting notices, survey release).

ARTICLE 9
VOLUNTARY ALLOTMENT OF UNION DUES

1. **POLICY:** The Employer agrees to continue to deduct Union dues from the pay of bargaining unit employees who voluntarily request such deductions, and who are members in good standing in the Union.
2. **PROCEDURE TO COMMENCE DEDUCTIONS:** Any bargaining unit employee desiring to have Union dues deducted from pay may complete and sign the appropriate portions of Standard Form 1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues." Section A of the form will be completed and certified by the Union Local 1998 Treasurer or other designee(s), who will forward or deliver it to the Human Resources Office of the Bureau of Consular Affairs, Department of State (CA/EX/HRD), where it will be certified by the Human Resources Officer if the employee is eligible and will begin on the next full pay period following receipt by the Payroll Office of Standard Form 1187. The Employer will maintain a copy of the SF1187 for one year. If a request for allotment is denied, the Employer will immediately advise the Union Local 1998 Treasurer in writing of the reason for denial.
3. **CHANGES IN DUES STRUCTURE:**
 - a. The Union Secretary-Treasurer or other NFFE Local 1998 elected Officer will submit the request to increase (or decrease) the dues allotment to the Director, Bureau of Consular Affairs, Office of Human Resources (CA/EX/HRD) or his/her designee at least two weeks in advance of any expected pay period when the Union anticipates the dues increase to commence.
 - b. The Director, CA/EX/HRD, will keep the Union Secretary-Treasurer informed of any person designated as a point of contact in CA/EX/HRD.
 - c. The Agency will effectuate the dues increase, once contacted, by the beginning of the second pay period after notification.
 - d. The Union NFFE-1998 National Officers email collective will be copied on the email from CA/EX/HRD to CGFS transmitting the request to change the dues.
4. **INSUFFICIENT EARNINGS:** Authorized deductions will be made each bi-weekly pay period from the pay of a bargaining unit employee who has requested such allotment. It is understood that no deduction will be made in any period for which the employee's net earnings after other deductions are insufficient to cover the full amount of the allotment for dues.
5. **DUES TRANSMISSION AND INFORMATION:**
 - a. The aggregate bi-weekly authorized deduction will be transmitted by electronic funds transfer to the National Union's Secretary-Treasurer on behalf of NFFE Local 1998. The following information will be submitted to the National office at the time of the bi-weekly transmittal: name of each employee for whom a deduction is made and the gross amount deducted and remitted to the National Union.
 - b. The Employer will provide to the Local Secretary-Treasurer a bi-weekly listing of employees for whom dues were deducted, showing the gross amount deducted.

6. NO CHARGE FOR DEDUCTION: No fee will be charged an employee or the Union for services rendered in connection with the deduction.
7. PROCEDURE TO CEASE DEDUCTIONS: A Union member may revoke his/her allotment for Union dues by submitting to the CA/EX/HRD a completed and signed Standard Form 1188. Other written notification of revocation signed and dated by the member will also be accepted.
 - a. WITHIN THE FIRST YEAR: A revocation received by CA/EX/HRD during the course of the employee's first year of dues allotment will become effective no later than the second pay period after the first anniversary of the pay period the Union dues deductions began.
 - b. AFTER THE FIRST YEAR: Any subsequent voluntary revocation after the first year of Union dues deductions will take effect on a quarterly basis, i.e. Jan 1, April 1, July 1, Oct 1. Revocation actions must be submitted to CA/EX/HRD within two weeks of the desired effective date (e.g. received by mid-March, would take effect April 1).
 - c. Upon receipt of an SF-1188 or revocation document, CA/EX/HRD will provide the Union Local 1998 Secretary-Treasurer with a copy of the Standard Form 1188 or revocation document submitted in lieu thereof. Only CA/EX/HRD can send SF-1188 to payroll to effect this action. Payroll function in Charleston (CGFS/APP) will be advised that they cannot take any dues revocation action without concurrence from CA/EX/HRD.
8. TERMINATION OF DUES DEDUCTIONS: All deductions of Union dues provided for in this Article shall be terminated in the event of loss of exclusive recognition, or upon termination of the obligation to withhold dues under this Master Agreement or statutory authority.

Any individual allotment for dues withholding shall be terminated upon the separation or transfer of the employee from the unit (e.g. being promoted to supervisor), **when that employee submits the necessary SF-1188**, or when an employee has been suspended, or removed from the Union. The Employer will notify the Union Local 1998 Secretary-Treasurer on a bi-monthly basis when there is an interruption in the dues withholding status of bargaining unit employees.
9. MEMBERS EXPELLED FROM THE UNION: The Union will give prompt written notice to the CA/EX/HRD in the event an employee having Union dues deducted ceases to be a member in good standing, in order that the Department may terminate his/her allotment for dues within two full pay periods.
10. AUTHORIZED UNION OFFICER: The Union will advise CA/EX/HRD in writing of the identity of the officer authorized to certify Section A of Standard Form 1187.
11. VOLUNTARY NATURE OF DUES: Nothing in this article shall require any bargaining unit employee to become or remain a member of the Union or to pay money to the organization except pursuant to a voluntary, written authorization by a Union member for payment of dues.

ARTICLE 10
UNION INTRODUCTION TO NEW EMPLOYEES

1. **EXCLUSIVE REPRESENTATIVE:** All new bargaining unit employees shall be informed by the Employer that the Union is the Exclusive Representative of employees in that unit. Each new bargaining unit employee shall receive a copy of this Master Agreement from the Employer, together with a list of the officers and representatives of the Union on the day they report for duty. The Employer is responsible for ensuring that there is a sufficient supply of copies of the Master Agreement available in each location, and that all bargaining unit employees receive a copy of the Master Agreement.
2. **ORIENTATIONS COMBINING BARGAINING UNITS:** For FSI employee orientation, where AFGE Local 1534 will be presenting an introduction, NFFE will be given the opportunity to be present. HR/PC will notify the NFFE-1998 National Officers when AFGE 1534 will be presenting, and NFFE 1998 will advise which local NFFE representative, if any, will attend.
3. **MONTHLY LIST OF NEW EMPLOYEES:** The Employer shall furnish the President of the Union, on a monthly basis, the following information regarding new bargaining unit employees in their respective agencies:
 - a. Full name
 - b. Position title and grade
 - c. Organizational assignment and location
 - d. Date entered on duty in Passport Services
4. **LOCAL PASSPORT OFFICE ORIENTATION SESSION:** The purpose of this section is to provide guidelines necessary to allow for a successful introduction of the Union to new Bargaining Unit Employees. New BUE covered by this Master Agreement will be granted official time to attend introduction presentations by representatives of NFFE Local 1998. Representatives of the Union shall be afforded a reasonable period of time to speak at local Passport Office orientation sessions where scheduled or otherwise to each new bargaining unit employee to provide them with an introduction to the Master Agreement and the role of the Union. Such time will normally not exceed one hour.

For AFO Analysts, the Agency will allow an AFO NFFE representative to provide this in-person presentation at an “AFO blitz” session with new AFO analysts.

In locations where there are no representatives, the Union may designate a representative from another location to conduct the introduction, usually via videoconference. Management will not pay for the Union representative’s travel from another office solely to conduct the introduction session.

Representatives of the Union shall also be afforded a reasonable period of time to introduce themselves to bargaining unit employees who transferred from another location in order to make that employee aware of MOUs or local agreements. There will be no solicitation of membership or union dues withholding during these Union presentations.

The local Passport Office Union representatives will be provided the names of the new or transferring bargaining unit employees from the Employer, normally at least two weeks prior to their reporting to duty.

5. READING TIME FOR MASTER AGREEMENT: All current employees are entitled up to 3.5 hours of non-measurable time to review the Master Agreement within 20 business days of the new agreement being approved by the head of the agency in accordance with 5 USC 7114(c)(1). If the employee is absent on the date of notice allowing for said review, or if employees do not have access to it in either hard copy or electronically on a local Sharepoint, the 20 business days will commence upon the employee's return to duty or from the date employees have access to the Master Agreement (whichever applies). The time to review the Master Agreement will be coordinated by local office management and scheduled by use of a sign-up sheet. A completed copy of the sign-up sheet will be provided to the local Senior Steward or Steward, or to the NFFE Local 1998 President if no Union representative is available. All new employees will have up to 3.5 hours to review the Master Agreement within 20 business days from entering on duty as scheduled by management, which may include separate intervals/sessions for said review. The time used for this review in either instance will be accounted for in MIS as "administrative time" for Passport Specialists and will be accounted accordingly and as needed for time submissions for all other employees.

6. BARGAINING UNIT LIST: The Employer agrees to furnish the NFFE National Officers quarterly, an up-to-date spreadsheet/list of all employees in the Unit, showing name, grade, step, FLSA status, service computation date, position, and official duty station. To aid in the accurate record keeping of the bargaining unit email distribution list in each office, local Agency Management will also notify the local Union Representatives each time a BUE transfers out of the office. The National Officers will be the point of contact for offices that do not have Union Stewards.

ARTICLE 11
LABOR-MANAGEMENT RELATIONS TRAINING

1. **UNION SPONSORED TRAINING SESSIONS:**
 - a. **REPRESENTATIVE TRAINING:** Official time will be provided to recognized Union representatives for Labor-Management relations training. Such training will be related to Union activities, but will not include training in recruitment, solicitation of membership or dues, or other internal Union business. The Employer acknowledges that the IAMAW training for web development and editors are a suitable use of official time for Union representatives. Therefore, the Union may submit one Union representative each year to each of these classes. The Employer acknowledges that the IAMAW training for Financial Officers is a suitable use of official time for the Secretary-Treasurer. Therefore, the current Secretary-Treasurer will be granted official time to attend this training and any subsequent Secretary-Treasurer will also be provided this training upon assumption of that position. It is not expected that this training for the Secretary-Treasurer will be necessary more than once.
 - b. **REQUEST PROCEDURE:** Requests for training under this Article will be made through the immediate supervisor to the Agency/Office Director or designee at least 14 days prior to the beginning of the proposed training. The training request may be made by the bargaining unit employee who is the local NFFE representative or by a national union officer on behalf of that bargaining unit employee. The request will contain sufficient information about the duration, purpose and nature of the training to permit the Agency/Office Director to determine that the training is related to the official representational duties of the Union representatives and unrelated to internal Union business. The request may be made via email. The training is not approved until email confirmation is received by the bargaining unit employee or the union representative on behalf of the bargaining unit employee from the Agency/Office Director or designee. Normally, a response to the training request will be received within seven (7) calendar days.
 - c. **AMOUNT OF OFFICIAL TIME:** Up to 40 hours of official time will be granted each calendar year to each official of the Union representative under this Article, provided that the work load is not so unusually heavy as to preclude the release of the bargaining unit employee from other officially assigned duties. The parties recognize that the IAMAW William W. Winpisinger Education and Technology Center in Placid Harbor, Maryland provides approved training and does not require the Employer to pay for registration, travel, lodging or per diem. The Union also shall be granted a bank of 120 hours of official time per calendar year administered by the Union, so that some Union officials may attend more than one class in a year. Individual Union officials may not use time from the bank in consecutive years, and they are limited to a maximum total of 80 hours of official time each year. The Employer will not be responsible for any training costs or travel related to such training. All training that is jointly sponsored or attended shall not count against the 40 hours. The Employer may, at its discretion, allow Union officials additional official time for purposes of attending training when additional time may be justified and accomplished without adverse impact upon workload. Approval for IAMAW Union Education and Training at the Placid Harbor Center in Maryland cannot be rescinded except in an emergency, and then only in consultation with CA/PPT/PMO and the Union Training Coordinator.
2. **JOINT SPONSORED TRAINING SESSIONS:** To the extent that funds are available, the Parties agree that on-site training is the most preferred approach. Within six months from the signing of this Master Agreement, however, the Parties agree that a form of video conference training will be

provided to Union and Employer officials. The Employer will work with the Union to develop a method and curriculum most appropriate for this training, as well as determining the number of officials adequate for each video conference session. At a minimum, the Parties agree to hold a training session for Washington, DC Union officials and managers along with any Union officials and managers visiting for the Annual Meeting required by Article 4.

ARTICLE 12
NEGOTIATIONS DURING TERM OF THE MASTER AGREEMENT

1. **PURPOSE:** The provisions of this Article set forth the procedures for negotiations at either the national or local level during the term of this Master Agreement.
2. **GOOD FAITH:** The Parties to this Master Agreement have the responsibility to conduct negotiations and other dealings in good faith and in such a manner as will further the public interest. If negotiations are requested, the Parties are obligated to meet or otherwise communicate at reasonable times on a timely basis and bargain in good faith effort to reach agreement with respect to the proposed changes to conditions of employment.
3. **LEGAL AND CONTRACTUAL AUTHORITY:**
 - a. To the extent that provisions of the Foreign Affairs Manual (FAM) or other Department policy are in conflict with this Master Agreement, the provisions of this Master Agreement prevail for this bargaining unit. In the administration of all matters covered by this Master Agreement, the Parties are governed by applicable laws and government-wide regulations.
 - b. The Master Agreement is controlling and neither the Union nor Management at any level may make proposals in conflict with this Master Agreement. Only the national Parties may reopen/amend the Master Agreement during its term and only upon mutual agreement (see Article 38). The national Parties may supplement this Master Agreement in accordance with the provisions of this Article.
4. **SCOPE:**
 - a. Notification and/or negotiation will take place at either the national level or at the local level, depending on which is appropriate (e.g., which employees in the bargaining unit would be affected). Examples of bargaining and notification requirements appropriately handled at the local or the national level are included in Sections 16 and 17 below.
 - b. The Parties agree that where an issue to be addressed is specific to the local level, that issue will normally remain at the local level for offices with at least two union officials. Either national party may raise concerns about the participants in a local negotiation with the intent to come to agreement on appropriate participants. Where an issue affects bargaining unit employees in more than one office, the national level is appropriate for notification and/or negotiations.
 - c. Negotiations as appropriate on issues related to Management rights (5 U.S.C. 7106) will also be handled in accordance with this Article.
5. **COOPERATIVE ARRANGEMENTS:** While the Parties are encouraged to develop/use cooperative arrangements to address issues (see Article 4), it is understood that the Parties may also propose to establish policies under the authority of this Article.
6. **PAST PRACTICES:** Where established working conditions or past practices relating to conditions of employment exist that are not in conflict with this Master Agreement or its amendments, the conditions or practices may be continued until either party pursues and accomplishes changes through procedures that conform to legal and regulatory requirements.

Unique past practices developed in one location/office are only considered past practices in that office. Past practices that are nationwide apply to all bargaining unit employees.

7. PROHIBITION ON UNILATERAL CHANGES: The Employer agrees that it will not unilaterally implement changes in personnel policies or practices or other general conditions of employment, including those originating from terms of dispute settlement agreements, unless Management is taking an action due to an emergency in accordance with 5 U.S.C. 7106(a)(2)(D) or the date of implementation is required by law. In these situations, post-implementation issue resolution or negotiations may be appropriate.
8. BARGAINING SUBJECTS: Subjects appropriate for negotiations are personnel policies and practices and other matters relating to or affecting working conditions of bargaining unit employees. The Parties may propose a change in conditions of employment not in conflict with this Master Agreement, provided it has not previously been proposed for inclusion in this Master Agreement.

In the event that any law should be amended, rescinded, declared invalid or otherwise changed by a final authority and has an impact on the language within a negotiated agreement (e.g. local or national agreement), the parties agree that, upon the request of either party, they will renegotiate the language.

9. BARGAINING REQUIREMENTS

- a. Advance Notice: The Employer agrees to give reasonable advance written notice to the Union and the opportunity to negotiate any new or change in personnel policy or practice affecting working conditions of bargaining unit employees, which is proposed during the life of the Master Agreement. Notification may include a final date for the Union to request negotiations with respect to the proposed change.
- b. Deadline For Union To Request Negotiations: At a minimum, the deadline will be at least 15 calendar days from receipt of the notification of the proposed change. If the notification does not specify a deadline, then the deadline for the Union to invoke its right to bargain shall automatically be thirty (30) calendar days from the date of receipt of the notification. Nothing herein shall preclude the Parties, by mutual consent, from extending or reducing any time limits imposed under this Section.
- c. Invoking The Union's Right To Bargain: If the Union desires to negotiate with respect to a proposed change, the Union shall notify the Management official from whom the notification was received. Such notification will be in writing, prior to the deadline.
- d. Information: If the Union believes it needs more or better information in order to respond to the proposal, it must request that information within fifteen (15) days of receipt of the proposal. The request will be made in writing and directed to the named Employer representative. The Employer will provide the information or the denial in writing within fifteen (15) days of the request. The time limit for the Union to invoke its right to bargain will be extended ten days from receipt of the Employer's response.
- e. Union Proposals: The Union's proposals shall be submitted within twenty (20) days after the Union invokes bargaining. The Union's submission should be as specific as possible.

- f. Failure To Respond Within Deadlines: If the Union does not request to negotiate by the specified deadline the Employer's original proposal may be implemented, so long as it does not conflict with this Master Agreement.
 - g. Holiday Extensions: Time limits for deadlines for either parties' response shall be automatically extended by 7 days during the week of Thanksgiving and Christmas.
10. UNION-INITIATED MID-TERM BARGAINING PROPOSALS: The Union, either at the national or local level, may submit a proposal during the life of this Master Agreement provided it has not previously been the subject of negotiations of this Master Agreement. The Employer must respond within thirty (30) days, agreeing to implement the proposal, agreeing to negotiations, claiming non-negotiability, or asserting that the proposal was a subject of negotiations for this Master Agreement. Negotiations as needed will be scheduled within thirty (30) days of the Employer's response unless extended by mutual agreement.
11. TRAVEL AND OFFICIAL TIME STATUS OF UNION NEGOTIATORS:
- a. Official Time: Union officials will be given a reasonable amount of official time to prepare for negotiations and will be on official time when negotiating during regular duty hours. Premium pay will not be paid to members of the Union negotiating team while in negotiations.
 - b. Travel And Per Diem: The Employer will provide, as appropriate, travel and per diem to Union negotiators to attend bargaining sessions. Union negotiators will either travel on designated work days, or if travel must be accomplished on a non-work day (e.g., weekend or holiday), then the negotiators will be granted compensatory time off.
12. NUMBER OF UNION NEGOTIATORS: The number of Union negotiators on official time will not be less than two, unless agreed to by the Union President or designee. Bargaining unit employees on official time shall not exceed the number of Employer negotiators
13. POINTS OF CONTACT:
- a. Local Level: Notification of proposed changes by the Employer at the local level shall be provided to the Senior Steward (with copies to the other Stewards), or their designees. Where there is no Union representative in an office, notification shall be sent to the Union President and Vice President. Where there is only one Union representative in an office, notice shall be sent to the local official and also to the Union Vice President, or their designees. Responses to Employer proposals, as well as notification of Union-initiated mid-term bargaining proposals, at the local level should be submitted to the Agency/Office Director and Assistant Agency/Office Director(s), or their designees.
 - b. National Level: Notification of proposed changes by the Employer at the national level shall be provided to the NFFE-controlled national officer distribution list. Responses to Employer proposals, as well as notification of Union-initiated mid-term bargaining proposals at the national level shall be submitted to the Passport Services Program Management and Operational Support (PMO-PC Labor Relations). If notification has been sent from some other management official within the Department, the response shall be sent to that management official and/or PMO-PC as above.

14. NEGOTIABILITY QUESTION: If Management believes a written Union proposal is nonnegotiable, it will raise the issue of negotiability early, so that attempts can be made to correct the problem. If there is a negotiability question at the local level, it will be referred to the national level. Upon written request, the national level Union officials will be provided with a written statement of the rationale for a claim of nonnegotiability. The Union may submit a Negotiability Appeal to the Federal Labor Relations Authority (FLRA) in accordance with applicable regulations.
15. NEGOTIATIONS IMPASSE: When the Parties cannot agree on a negotiable matter, the item shall be set aside. After all the negotiable items on which agreement can be reached have been disposed of, the Parties shall again attempt to resolve any items set aside. Either or both Parties may seek the services of the Federal Mediation and Conciliation Service. If local negotiations reach impasse, the local Parties will notify the national level (see Section 13b) before proceeding to mediation with the Federal Mediation and Conciliation Service. If the services of mediation do not resolve the impasse, only the national Parties may refer the matter to the Federal Services Impasses Panel or, if mutually agreed upon, to binding arbitration (see Article 22).
16. NEGOTIATIONS AT THE LOCAL LEVEL:
- a. Existing policies and negotiated agreements at the local office level not in conflict with this Master Agreement remain in effect in accordance with those terms. Any question of conflict with the Master Agreement shall be decided by the national Parties within 60 days of the practices being brought to their attention.
 - b. To the extent feasible, where the designated representatives of the Parties are not in the same commuting area, the Parties agree to use email and telephone to conduct negotiations under this Master Agreement in order to reduce costs.
 - c. For the Employer, negotiations at the local office level will be conducted by the most senior Management officials or their designees.
 - d. For the Union, negotiations at the local office level will be conducted by the Union officials in that agency/office (e.g., the Senior Steward and the Union Steward[s]) or their designees.
 - e. The officials or their designees noted in c & d above shall have the authority to negotiate and reach agreement.
 - f. The local level Employer or the Union may negotiate, as appropriate, over changes in policies and procedures affecting the working conditions of bargaining unit employees, including matters which involve the implementation of a Management Right. For example:
 - i. Dress code
 - ii. Food and drink policy
 - iii. Leave scheduling
 - iv. Headphones

- v. Employee recognition
 - vi. Work schedules (work hours, work week, and the availability of Alternate Work Schedules)
 - vii. Emergency plans and supplies
 - viii. Parking spaces
 - ix. Desk sharing
 - x. Office moves/changes affecting more than one bargaining unit employee
 - xi. Desk assignments and arrangements
- g. Existing local agreements and changes in policies and procedures affecting the working conditions of bargaining unit employees will be established in writing and sent to the national email collectives as referred to in 13b above within one week of the agreement. The Parties understand that it is the responsibility of the local negotiators to work with the national office as necessary and appropriate before signing any local agreement.

17. NEGOTIATIONS AT THE NATIONAL LEVEL:

- a. If negotiable proposals are submitted by either Party, they shall be negotiated at a time mutually agreed upon, but within the timeframes established by this Article. Any necessary face-to-face negotiations will normally take place in Washington, D.C., unless otherwise agreed to by the Parties.
- b. To the extent feasible, where the designated representatives of the Parties are not in the same commuting area, the Parties agree to use email and telephone to conduct negotiations under this Master Agreement in order to reduce costs.
- c. The Employer has designated CA/PPT/PMO to conduct negotiations at the national level.
- d. For the Union, negotiations at the national level will be conducted by the national level Union officials, or their designees.
- e. National level negotiations include changes in policies and procedures affecting the working conditions of bargaining unit employees, including matters which involve the implementation of a Management Right. For example:
 - i. Changes in work processes and technology to the extent that they affect working conditions
 - ii. Revisions to the Foreign Affairs Manual to the extent that they affect working conditions of bargaining unit employees
 - iii. Revisions to Passport Services policies to the extent that they affect working conditions of bargaining unit employees
 - iv. Upward Mobility Program

- v. Demotion without personal cause
- vi. Changes to the Drugfree Workplace Plan
- vii. Department Awards Program

ARTICLE 13
TRAINING

1. **PURPOSE:** While it is expected that personnel be qualified to perform their duties as a prerequisite to employment, the Parties recognize the need for additional training to maintain, develop, and enhance the competency of the work force. The Parties further agree that the function of training is to assure the optimum use of human resources in fulfilling organizational requirements, and that any training will be in accordance with applicable law and OPM regulations.

In conjunction with these requirements, bargaining unit employees assigned, transferred, selected, or promoted to a new position will be given appropriate training in order to be able to satisfactorily perform the new position. Further, bargaining unit employees returning to measurable tasks from approved absences of a long duration or from a detail shall be given a reasonable amount of time to familiarize themselves with policies, procedures, and other job-related communications issued during the absence.

The Employer will, as funds permit, provide training to improve employee efficiency and to assist bargaining unit employees affected by a reduction-in-force or reorganization. In this regard, the Employer agrees to consider the views of the Union in developing such training.

2. **EXPENSES:** The Employer will pay approved and authorized expenses in connection with approved training requests, and bargaining unit employees may be granted time to attend training sessions. A bargaining unit employee desiring to enroll in a non- Government facility shall submit a completed training request via the supervisor normally at least four (4) weeks prior to the date of registration; and the Employer shall respond to the request.

Employees will be notified of the decision to approve or disapprove their training request at the first line supervisory level within 10 working days. If the training request is denied, the employee will be provided the reasons for the denial. Upon request, the reasons will be provided in writing. If the sole reason for the denial is that the training is not sufficiently work-related, then the employee may request review from the next higher level management official.

3. **INFORMATION ON TRAINING:** The Employer agrees to provide to bargaining unit employees, upon request, available information concerning government sponsored training programs in the vicinity of their duty stations, as well as information concerning training programs offered by the Department of State (including the Foreign Service Institute) and USDA Graduate School. The Employer agrees to maintain a link to an updated web page listing training opportunities.
4. **OTHER TRAINING OPPORTUNITIES:** The Employer agrees to provide training opportunities (including mentoring and serving as a trainer) on an impartial basis and in accordance with EEO principles outlined in Article 17. Announcements for the New Leader Program, Consular Training, Executive Leadership Program and the Mentoring Program will be announced via Department Notices and/or Bureau Notices. Additionally, any employee within Passport Services may contact PPT/PMO/CM and request information on these programs.

Local Union representatives' suggestions and ideas for local training, if any, will be sent through their local Agency/Office management chain for review and consideration. Training aimed at BUE should improve their skills, knowledge and abilities to perform their official duties.

The Union recognizes that training is a function of management, as such, management determines the type of training, and how training is to be conducted; and to whom training will be given, in accordance with applicable laws. Factors that will be considered in making selections for training and development opportunities include training needs identified in the employee's Individual Development Plan (IDP) if applicable or as identified by management for an employee or groups of employees.

5. RECORDS OF TRAINING:

- a. The Employer agrees to place records of completed training courses in a bargaining unit employee's official personnel folder when the employee provides the necessary documentation to the Employer. Bargaining unit employees are encouraged review their personnel folders online to ensure that training achievements are properly recorded.
- b. When bargaining unit employees are receiving training or providing training or mentoring, time spent in that assignment will be duly recorded in performance tracking and measuring systems (e.g. MIS).
- c. BUEs and supervisors are encouraged to annually create or update an Individual Development Plan (IDP).

6. SCHEDULING: The Parties agree that appropriate training courses, seminars, conferences and meetings shall be scheduled, whenever possible, during work hours to allow bargaining unit employees the opportunity to gain information, education and training.

7. TRAINING COURSES: The Union is free to provide comment or input into PPT-designed training classes.

8. SURVEY FORMS: Bargaining unit employees may submit comments to Management on the effectiveness of any training received. Employee comments to Management do not replace any evaluation forms the Foreign Service Institute, PPT/PMO/CM or the USDA Graduate School may require.

9. COMPUTER TRAINING: The Employer agrees to provide training to bargaining unit employees so that they are able to use and access email, the Internet and Intranet, and any other software programs needed for the performance of their duties and access to information on Employer-provided benefits (e.g. Employee Express and HR-Online). The Employer agrees to provide reasonable additional opportunities for computer and online training for bargaining unit employees who are not well versed or comfortable with new technology.

10. TRAINING AGREEMENTS:

- a. Bargaining unit employees who sign the training agreement are expected to attend the training.
- b. If a bargaining unit employee is unable to attend the training, he/she should provide as much advance notice as possible.
- c. The Employer recognizes that there may be valid reasons for why a bargaining unit employee may not be able to attend training. Any grievance over the validity of the excuse would be handled in accordance with Article 20.

11. ANTI-FRAUD TRAINING: The Employer agrees that training on passport fraud detection is an important part in maintaining the integrity of the passport issuance process. Examples of applications approved in error are an effective training tool; however, the identity of the approving employee will be protected.
12. CHANGES IN EQUIPMENT OR PROCEDURES: The Employer agrees to provide appropriate training to bargaining unit employees on the use of new equipment and the implementation of new procedures.
13. RETIREMENT, BENEFITS, AND SAFETY: The Employer will explain and provide appropriate training to bargaining unit employees on the retirement system, employee benefits (e.g., health and life insurance), and safety plans and procedures.

ARTICLE 14
POSITION DESCRIPTIONS

1. **COMPLETE AND ACCURATE POSITION DESCRIPTION:** Each bargaining unit employee is entitled to a complete and accurate Position Description (PD). The PD shall clearly state and define the major duties of the position. The PD shall be reviewed by the bargaining unit employee and the work supervisor to ensure accuracy. If revision is necessary, the employee will be permitted to participate in this process. Current PDs will be maintained electronically on the CA Web and the BUE may access a copy of his/her own PD from the eOPF. Any bargaining unit employee who feels that he/she is performing duties outside the scope of his/her position description, and believes that they should be incorporated, may request, through the immediate supervisor, that the position be reviewed by the next level supervisor. In conducting such a review, the next level supervisor will consider the employee's written or oral comments, and advise the employee of the findings. If the employee is not satisfied with the review, he/she may file a grievance alleging the content of the position description is inaccurate. A classification appeal is the proper approach if the series, title, or grade is at contention.

2. **AGENCY COMPLAINTS AND APPEALS:** A bargaining unit employee may appeal the classification of his/her position at any time, as follows:
 - a. Employees may appeal to the Department; through the Department to the Office of Personnel Management (OPM); or directly to the OPM. Any direct appeal to OPM eliminates the Department as an appeals channel (see 3 FAM 2640, Position Classification Appeals).
 - b. Employees who have been downgraded as a result of a reduction-in-force or a reclassification may appeal the classification of their new position as noted in subsection (a.) above.
 - c. An employee who files a classification appeal with the Department pursuant to this Section shall receive an agency decision within sixty (60) work days from the date the appeal is received in the Office of Resource Management and Organization Analysis (HR/RMA).
 - d. In accordance with applicable regulations, the Parties agree that employees have no right to have a representative present at the desk audit. However, it is recognized that employees have the right to representation during any other phase of the appeals procedure.
 - e. Employees, or their representative, will be provided, upon request, a copy of the classification appeal file maintained by the Department of State.

3. **NOTIFICATION TO UNION:** The Employer will provide the Union with copies of changes in position descriptions affecting unit position and give the Union an opportunity to negotiate as appropriate prior to implementation.

4. **DOWNGRADES:** Grade and Pay Retention, where applicable, shall be afforded to a bargaining unit employee who is placed in a lower grade as a result of a RIF or reclassification, even if he/she declines a valid offer outside the competitive area.

5. OTHER DUTIES AS ASSIGNED: Where the statement “performs other duties as assigned” is made in a position description, the Parties acknowledge that bargaining unit employees may be assigned to duties other than those in the position description of their grade and series, but the duties will not be of a permanent nature and will be reasonably related to the employee’s assigned position.
6. POSTING ON INTRANET: The generic position descriptions for all bargaining unit employee jobs shall be posted on the Passport Services Intranet, along with the position descriptions for all Passport Services supervisory, managerial, or other non-unit (e.g., Secretary) positions for which bargaining unit employees may be eligible to apply.

ARTICLE 15
MERIT SYSTEM, PROMOTION, AND DETAIL

1. **GENERAL:** All personnel actions involving career progression shall be consonant with the spirit and intent of the merit system and 5 U.S.C. Chapter 71. The Employer will respond to the Union's requests for information concerning the staffing of vacancies within the bargaining unit. When appropriate, the Employer agrees to include information in training sessions for bargaining unit employees to enhance their understanding of the merit system and to assure fair promotion procedures. The Employer will ensure that all qualified bargaining unit employees have equal opportunity for promotion in accordance with Article 17 of this Master Agreement.
2. **HIRING FROM WITHIN PASSPORT SERVICES:** It is the Employer's policy to provide for the promotion of bargaining unit employees under these procedures on the basis of competitive merit selection in accordance with Federal merit promotion principles.
3. **VACANCIES:** Vacancy announcements shall be appropriately publicized so that all employees have an equal opportunity to compete.
 - a. When a position is to be filled under the provisions of the Merit Promotion Plan, it shall be fully identified as to grade, title, FLSA status, security clearance level required, organizational location, and whether permanent or temporary. If a position is announced as temporary and the announcement does not state that it may become permanent without further competition, the position will be re-announced if the decision is made to fill the position on a permanent basis.
 - b. The qualification requirements and selective placement factors for positions to be filled through merit promotion procedures shall be fully relevant to such positions.
 - c. Merit promotion procedures will apply to selection by transfer, reinstatement or reassignment to positions with known promotion potential greater than the present position of the candidate or the position last held in the competitive service.
 - d. Merit promotion job vacancy announcements for bargaining unit vacancies filled under non-Pathways hiring authorities will be open for two (2) weeks from the date of the announcement. Announcements under the Pathways program will be open for one week or 100 applications have been received, whichever happens first.
4. **PROMOTION EVALUATION PROCESS:** The Employer will use a process to rank candidates that is fair, job related, applied equitably and will form the sole basis for determining best qualified individuals under merit promotion procedures.

Interviews will be structured so that all candidates are generally asked the same set of questions, however the selecting official can expand from the base questions to gain more information from the candidates.

5. **SELECTIONS:** The Employer will give full and fair consideration to employees and select from among the best-qualified candidates.
6. **NON-SELECTED EMPLOYEE RIGHTS:**

- a. A non-selected employee who requests information regarding non-selection for a bargaining unit position advertised in accordance with the Department of State's Merit Promotion Plan may request information about the following:
 - ii. Whether the employee was considered for the position, and, if so, whether he/she was eligible on the basis of the minimum qualification requirements for the position;
 - iii. Whether the employee was one of those in the group from which the selection was made;
 - iv. Who was selected for the position; and
 - v. In what area, if any, the employee should improve to increase chances of future consideration.
- b. If a bargaining unit employee designates a Union representative to review the respective Merit Promotion file in connection with a complaint, then a Union representative (as designated by the Union President) may request in writing to CA/EX/HRD an appointment to examine the promotion file within 45 days of being informed of non-selection. The Employer will not be responsible for the travel and per diem of any Union representative who would travel to Washington, DC to see the file. Such requests must specify the vacancy announcement number. The designated Union official in the presence of a staff member from CA/EX/HRD will be given access to the promotion file, which will include the selection certificate, the applicant ratings and the application materials submitted by the applicants. Any information obtained from the official files will be safeguarded and treated in a confidential manner. All files must be reviewed in HRD and no documents may be copied or removed from that office. Union representatives may be provided with sanitized copies of the documents described in this section in connection with a complaint.
- c. Non-selection under promotion procedures from a properly ranked and certified list of candidates is excluded from the grievance procedure.

7. CAREER LADDER PROMOTIONS:

- a. All career-ladder promotions shall be done in accordance with this Master Agreement and in accordance with appropriate laws and regulations, including 5 CFR 300.602, 300.604, and 335.104. Career ladder promotions are the range of grades in an occupational series which represent the levels at which all employees are given experience and to which employees may be promoted upon demonstrating the potential to perform at the next higher level. Any bargaining unit employee upon being assigned to a career ladder position, will be given a position description as required by Section 1 of Article 14. The Employer will make available for employee reference position descriptions and performance plans for all bargaining unit positions in the office. The plans indicate the level of performance expected of an employee at each grade level.
- b. While it is the employee who is responsible for demonstrating ability to satisfactorily perform at the next higher level, the Employer will make a reasonable effort to assist bargaining unit employees who have not yet reached the full-performance level of a career ladder position. The bargaining unit employee's readiness to be promoted will be

addressed during the job performance discussions held under Article 18. Supervisors may also make such assessments at any other time during the year. Bargaining unit employees may request a progress discussion at any time.

- c. The Employer is responsible for assigning to each employee in a career ladder position developmental work or projects of sufficient complexity and responsibility to allow the employee to demonstrate whether the employee is capable of performing satisfactorily at the next higher level in the career ladder.
- d. For a bargaining unit employee who does not meet qualifications requirements, during the job performance discussion a date will be established for the supervisor and the employee to discuss what area(s), if any, the employee need to improve upon in order to be promoted. That date will be normally 100 days before the date the employee reaches his/her time-in-grade eligibility for promotion, but not less than 75 days; that conversation will be captured in writing and shared with the employee. Bargaining unit employees should ask their supervisors at least 2 pay periods prior to the date the promotion is due as to whether the paperwork has been submitted. The bargaining unit employee will be provided a copy of the recommendation for promotion when it has been submitted.
 - i. A bargaining unit employee who has the required 52 weeks, but has not yet demonstrated the ability to satisfactorily perform in all elements at the higher grade level, shall be provided upon request with a written list of areas to be improved in order to be promoted. This list will be provided within 15 days of the request.
 - ii. For a bargaining unit employee who has not been recommended for promotion but has been told of the areas for improvement in the job performance discussion mentioned above and has shown improvement in those areas and has been making progress, the Employer will make a serious effort to allow that employee additional opportunities to demonstrate the ability to perform at the next higher grade level. The Employer will also attempt to give the bargaining unit employee the opportunity to acquire pertinent skills and knowledge to enhance performance. Areas that are examples of performance that need to be demonstrated at the next higher grade level are conveyed in the pertinent positions descriptions mentioned above.
- e. When a bargaining unit employee has the required qualifications for promotion (52 weeks), has a rating of fully successful (or higher) on the most recent rating of record, and has demonstrated the ability to perform at the next higher grade level, the supervisor will promptly recommend promotion a pay period (or more) in advance of the effective date of the promotion. The recommendation should be submitted in time for the employee to receive the promotion on his/her earliest eligibility date.
- f. The promotion will be effective at the earliest eligibility date when these requirements have been met. In the event that processing is not timely, the promotion will be made retroactive to the date it should have been effected.
- g. Generally, if a bargaining unit employee is exceeding all work requirements at his/her current grade level, that is an indication that the employee is capable of performing at the higher grade level. Bargaining unit employees who have met the requirements for promotion from GS-5 to GS-7 and from GS-7 to GS-9 will automatically receive their

promotions at the earliest eligibility date if they have obtained an overall performance rating of “Exceeds Expectations” or “Outstanding” at their current grade level.

- h. If a bargaining unit employee has met all of the requirements to receive a career ladder promotion, but does not wish to be promoted, he/she must certify in writing that the promotion is not desired. A copy of the employee’s certification will be provided to the Union.
8. DETAILS: For the purposes of this Article, a “Detail” is defined as a temporary assignment of an employee to a different position for a specified period, with the employee being returned to his/her prior position of record at the end of the detail. Details may be used for developmental assignments, for workload and other operational reasons.
- a. Official Credit: Details in excess of thirty (30) consecutive days shall be recorded on an SF-50, which will be added to in the bargaining unit employee's electronic Official Personnel File (eOPF). Employees will be notified when they can retrieve a copy of the SF-50 by accessing his/her eOPF. Rotations through normal duties are not considered details. Upon request, an employee can have the detail captured in a memo that should be considered in the rating of record
 - b. Intent: The detail procedure shall not become a device to afford certain individuals an undue opportunity to gain qualifying experience or to prevent others from gaining such experience. Therefore, details shall be rotated to the fullest extent practicable consistent with the accomplishment of the Employer’s mission.
9. TEMPORARY PROMOTION: If a bargaining unit employee is assigned to a higher graded position, the employee will be paid at the higher grade if:
- a. The employee meets the basic qualifications of the position;
 - b. The employee is performing at an acceptable level of competence in his/her permanent position; and
 - c. The employee’s assignment is in excess of 30 days.

ARTICLE 16
UPWARD MOBILITY

1. **GOALS:** The Department of State Upward Mobility Program is designed to:
 - a. Comply with the law, and Office of Personnel Management (OPM) regulations;
 - b. Adhere to merit principles;
 - c. Provide equal opportunity for advancement of Civil Service career and career conditional employees in grades GS-9 and below, or equivalent; and
 - d. Give underutilized or underdeveloped employees with high potential the opportunity to utilize their skills and abilities.

2. **UPWARD MOBILITY COORDINATOR:** The Employer in conjunction with the Upward Mobility Coordinator will continue to attempt to identify specific jobs in the bargaining unit as Upward Mobility positions, with target grades usually two grades (or their equivalent) above the trainee level.

3. **PROCESS:** The automated Gateway to State assessment questionnaire is used to determine whether the applicants possess the potential to perform the duties of the position.

The selecting official in collaboration with the bureau's Human Resources Specialist and subject matter expert ensures the automated assessment questionnaire is appropriate and that it will fairly evaluate the quality of the candidate's work experience, training, supervisory appraisals, and other evidence of potential. This assessment tool is based on the position description, job analysis, and knowledge/skills/abilities competencies identified for the trainee position.

4. **"BEST QUALIFIED" CANDIDATES:** The Employer will determine the list of the "best qualified" candidates based on the scores awarded by the review panel. The names of the "best qualified" candidates will be placed on a final selection roster in alphabetical order, which will be sent to the selecting official in the operating office where the target position exists. Final selection will be made by the selecting official.

5. **MINIMUM GOALS:** During the first three years following the effective date of this Master Agreement, the Employer will identify a minimum of one applicable PPT positions a year for upward mobility and advertise the position within the Bureau of Consular Affairs only. The requirement will be waived in any year in which there is no applicable PPT position available. If there is no applicable PPT position available, this requirement will extend an additional year. The Union President will be notified concurrently with the announcement of the position to ensure interested PPT bargaining unit employees are notified.

ARTICLE 17
EQUAL EMPLOYMENT OPPORTUNITY

1. **POLICY**: The Employer and the Union reaffirm their commitment to the policy of providing equal employment opportunities to all employees and to prohibit discrimination because of race, color, religion, sex, national origin, disability, age, marital status, sexual orientation, status as a parent, or protected genetic information. Employees have the right to engage in the EEO process at any given time and may do so by contacting an EEO Counselor or the Office of Civil Rights (S/OCR) directly. Any requests for administrative time to work on an EEO case (formal and informal) will be approved by the Employer consistent with the regulations issued by the S/OCR. No employee will be reprimanded for participation in protected EEO activity.
2. **MUTUAL CONCERN**: The Union and the Employer agree to discuss with each other perceived general areas of discrimination, and potential remedies. The Employer will maintain an internal and external link to the Department's Office of Civil Rights website.
3. **MEETING**: Upon request, the Department's Office of Civil Rights will meet at a mutually agreeable time and place with representatives of the Union to discuss general EEO matters related to personnel practices, policies and/or working conditions affecting Passport employees. The Union representatives will be granted official or duty time as appropriate. The time will not be deducted from official time afforded in accordance with Article 7.
4. **EEO COUNSELORS**:
 - a. EEO Counselors shall meet the criteria and perform the functions prescribed by the Department's Equal Opportunity Programs. Union representatives who do not otherwise have a conflict of duty may serve as EEO Counselors, except on cases where they are the representative or otherwise have a conflict of interest.
 - b. Management shall solicit nominations for collateral duty EEO Counselors through announcement at local staff meetings and office-wide email notification.
 - c. Any employee may nominate him/herself for a EEO Counselor position.
 - d. The Office of Civil Rights will review the nominations of EEO Counselors and provide approval contingent on completion of required training.
 - e. The Employer will continue to provide EEO Counselors annual refresher training and maintain a list of trained and certified EEO Counselors. Bargaining unit employees may contact the EEO counselor with whom they feel most comfortable, but S/OCR has ultimate authority to assign the EEO Counselor.
 - f. The names and telephone numbers of EEO Counselors will be posted on bulletin boards and kept current. When feasible, employees may request EEO Counselors of their choosing.
5. **EQUAL OPPORTUNITY PROGRAMS**: The Employer will continue to provide overall management support and budgetary planning to achieve equal opportunity objectives, as well as diversity and inclusion, throughout the bargaining unit. The Employer will continue to share with the Union its plan to prevent sexual and discriminatory harassment. The Employer will also

continue to make available to bargaining unit employees written information describing the EEO complaint procedure.

6. INFORMAL EEO DISCUSSIONS: A bargaining unit employee may be accompanied by a Union representative during a discussion with an EEO Counselor, if he/she so elects and if he/she has not otherwise already elected a personal representative.
7. GRIEVANCES AND EEO COMPLAINTS:
 - a. A bargaining unit employee has the option of filing a formal grievance or formal EEO complaint, but not both.
 - b. Any bargaining unit employee who wants to file or has filed a complaint or grievance shall be free from coercion, interference, and reprisal.
 - c. EEO Complaint: Any bargaining unit employee who seeks to file an EEO complaint has the right to select a personal representative (who may be a Union representative). The personal representative is entitled to a reasonable amount of official time (see 29 CFR 1614, 605 and S/OCR guidance). Personal representatives representing bargaining unit employees in EEO complaints will have, subject to applicable procedures, access to the EEO Counselor, the EEO Counselor Reports, and any other information allowed by law or regulation.
 - d. Grievance: Any bargaining unit employee may file a grievance alleging discrimination under the Negotiated Grievance Procedure (Article 20). Official time for the bargaining unit employee (and, as applicable, his/her Union representative) will be granted in accordance with the terms and conditions of this Master Agreement (see Article 6 and Article 7). The Employer agrees to furnish the Union statistical reports concerning discrimination complaints where the Union is the representative of record. The Union may request a meeting pursuant to Section 3 of this Article when there is a noticeable trend in complaints.
8. EEO AWARDS: Bargaining unit employees who make an outstanding contribution to the advancement of the EEO program should be recognized for their contribution. This recognition may include favorable mention on the employee's performance evaluation, an oral commendation, an appropriate letter, an honorary award, or a cash award.
9. FORMAL DISCUSSIONS: The Union will be given an opportunity to have a representative present at any formal discussions with bargaining unit employees during the EEO process, including those where possible settlements may be made. This does not include the informal stage.
10. EEO TRAINING: The Parties recognize that training in EEO issues, including the prevention of discrimination and sexual harassment, is an important tool in ensuring Equal Employment Opportunity and a discrimination-free work environment. The Employer agrees to schedule training for staff on a regular basis, and to provide additional training in offices or situations where there is a need.

ARTICLE 18
PERFORMANCE STANDARDS AND EVALUATION

1. **STATUTORY REQUIREMENTS**: The performance appraisal system shall incorporate all requirements of 5 U.S.C. Chapter 43.
2. **FAIR AND REASONABLE APPRAISAL SYSTEM**: The performance appraisal system and the parts that make up the system as applied to bargaining unit employees will permit, to the maximum extent feasible, the accurate evaluation of job performance on the basis of objective criteria, and will be fair, reasonable, equitable and job-related. Performance of any duty will only be measured during periods when bargaining unit employees are assigned to those duties, e.g., time used for CFC, EEO, Union representation, leave, etc. will not count against an employee in his/her evaluation. Upon request, the Employer will discuss with the employee how this activity was considered.
3. **FAIR AND REASONABLE STANDARDS**: The Parties recognize that fair and reasonable standards are an important and integral part of maintaining the integrity of the passport issuance process. Fair and reasonable performance standards for the adjudication and production of United States passports are a necessity.
 - a. A “fair” and “reasonable” performance standard is a standard that provides sufficient explanation of expectations or requirements established for each critical element at each rating level. Performance standards will, to the extent feasible, permit the evaluation of a bargaining unit employee’s performance of the duties and responsibilities of his/her job on the basis of measurable criteria. Bargaining unit employees at each grade level must be provided a fair and reasonable amount of time to accomplish the required steps and procedures to complete the required tasks.
 - b. Passport Application Adjudication Numerical Performance Standards:
 - i. The Employer agrees that adequate time must be provided to bargaining unit employees when adjudicating passports, to include diligent scrutiny of fraud indicators. The Employer agrees to continue to monitor, evaluate and where appropriate, implement changes to the technology and methods of adjudicating passports to enhance both the quality and quantity of passport adjudication. The Employer agrees to monitor, evaluate, and where appropriate, adjust numerical passport adjudication standards.
 - ii. Nationwide numerical performance standards for BUE shall be based on the same job requirements (e.g., the same steps and procedures in completing the same tasks).
 - iii. Management recognizes that additional steps and procedures added to performance requirements may require additional time.
 - iv. When measuring Passport Specialists against numerical performance standards, the calculation of production shall include:
 1. The number of applications approved;
 2. The number of applications suspended; and

3. The number of applications referred for further action or investigation.
 - c. Bargaining unit employees shall be notified of errors in a timely fashion (normally within two weeks) after they are discovered. It is understood that a bargaining unit employee may challenge the determination of the error at that time and that such a challenge will not waive the bargaining unit employee's right to grieve alleged errors or their weight in his/her annual appraisal.
 - d. Passport Specialists shall have a minimum of 60 minutes of the day counted as non-productive time when assigned to desk adjudication or any measurable task other than counter adjudication. Bargaining unit employees are responsible for properly recording time in MIS or weekly reports. Should time spent in meetings, outside activities and/or performing tasks outside the responsibilities assigned not be properly recorded or approved, the employee may discuss these variances with their supervisor. Bargaining unit employees should maintain an open communication with their supervisors regarding work where adjustments to MIS or weekly reports may be appropriate (e.g. extensive email backlog after absence, unusually time-intensive case work). Bargaining unit employees will not be impeded in the accurate reporting of their work day (e.g., no artificial limitation for time spent on a particular duty). A supervisor may change an employee's inaccurate MIS entries, within 10 business days of the employee's MIS submission. Bargaining unit employees will be notified in writing (e.g. email) in a timely manner about specific changes made to their report after it is changed.
 - e. All bargaining unit employees shall be evaluated on the overall job factors that they are expected to perform.
4. ACCURATE RECORDKEEPING: The Employer is responsible for keeping time and attendance records and for measuring the quantity and quality of work performed by bargaining unit employees using the most accurate methods available and with the goal of being as fair and objective as possible. Those methods are a suitable subject for discussion at meetings arranged under Article 4.

In instances where a bargaining unit employee has latitude in decision-making and may select from a number of options in determining how to act, the decision by the employee to make one choice from the authorized list shall not be counted as an error when evaluating the employee.

5. DEVELOPMENT OF PERFORMANCE STANDARDS:
 - a. The development of performance work commitments and competencies will be established in writing for each unit position and will be provided to the bargaining unit employee within 30 days after the beginning of an appraisal period. Bargaining unit employees will be provided with an explanation of how their performance will be measured during the year at the same time they receive their work commitments and competencies. The work commitments and competencies will be consistent with the duties and responsibilities covered in each bargaining unit employee's position description. Bargaining unit employees will be provided with the opportunity to indicate on the DS-7644 whether or not they agree with the elements and standards established for their position.

- b. Bargaining unit employees will be afforded an opportunity to participate in the establishment of performance work commitments and competencies. Bargaining unit employees will also be afforded the opportunity to participate in the identification of critical elements and may make suggestions about the methods used to measure the quality and quantity of work being done. Before the date of implementation all bargaining unit employees will be provided a copy of any new performance work commitments and competencies. If the bargaining unit employee feels a work commitment or competency unique to his/her position is unreasonable or unfair, he/she may request a review by his/her second level supervisor within 10 working days after the performance plan is received. The decision of the second level supervisor will be final.
 - c. The Union recognizes that the Employer may change a performance work commitment or competency during the rating period and may change the methods used to measure bargaining unit employees against those standards during the rating period. The Employer recognizes that it must provide advance notice to the Union in advance of any proposed changes and bargain as appropriate. The Employer and bargaining unit employee are responsible for indicating on DS-7644 that the work commitment and/or competency was changed during the rating period. If during the rating period the methods used to measure, evaluate, or count a bargaining unit employee's performance are changed during the appraisal cycle in a manner that may negatively impact bargaining unit employees, those methods shall only be applied prospectively.
6. INSUFFICIENT WORK TO BE RATED: The Employer will make a reasonable effort to provide bargaining unit employees sufficient work to be rated against each work commitment and competency as described by the employee's current work requirements. In any instance where workload levels are not sufficient for performance to be measured, a pro-rata method of rating will be used. The bargaining unit employee will only be rated on a given work commitment and/or competency in instances where the Employer determines the level of work is sufficient to use the pro-rata method. A bargaining unit employee who is not assigned sufficient tasks within a given work commitment and/or competency during a rating period shall be given a "No Rating" (not a "Fully Successful") for that work commitment and/or competency in the evaluation, which will not count against the bargaining unit employee's overall rating nor be a negative factor in any consideration for an award. Similarly, a bargaining unit employee who is not assigned sufficient tasks within a subpart of a work commitment and/or competency during a rating period shall not be rated on that subpart, and the evaluation shall be based only on the other subparts for which there was sufficient work assigned in order to be rated. The Parties understand that the phrases "sufficient tasks" and "sufficient work" mean enough work for it to be possible for a bargaining unit employee to be rated above fully successful in each element.
7. 120 DAY REQUIREMENT: In the interest of providing objectivity in appraising performance, a bargaining unit employee should have been working under the evaluation supervisor for at least one hundred twenty (120) days. An interim appraisal report is required when an employee or rating official leaves a position and the period of performance is 120 days or more. If the period covered is less than 120 days, supervisors will consider preparing an interim report to cover any unusual and noteworthy achievements when such a report is requested by the employee. This does not preclude the supervisor submitting an interim report, at his/her option, on an employee for any reason. If a bargaining unit employee was detailed to another position for more than 120 days during a rating period, and spent less than 120 days performing the duties of his/her normal position, the employee may elect to be rated for the position to which he/she was detailed.

8. RATING OFFICIAL: The rating official shall be an individual with access to all the bargaining unit employee's performance records for that rating period and who has direct knowledge about the employee's performance.
9. INTERIM PERFORMANCE DISCUSSIONS (MINIMUM OF TWO): The performance discussions held with bargaining unit employees by their supervisor shall be objective and shall be prepared in accordance with the following:
 - a. The supervisor will discuss the employee's job performance with the employee in private surroundings at least twice during the rating period. One such discussion should normally occur prior to June 1st of the employee's appraisal cycle and the second shall normally occur prior to October 1st, provided that one of the job performance discussions may vary from this requirement in order to comply with the requirements of Article 15 for an employee who has not yet reached the top grade of his/her career ladder. At least one such performance discussion must be captured on DS-Form 7645. An employee may choose to not make any comments or dispute any assertions about his/her performance during the interim performance discussions without waiving the right to grieve his/her annual appraisal. However, the Parties acknowledge that a productive discussion on performance should include employee input. The performance discussion may include what is required for a higher rating on any critical element.
 - b. If the supervisor has identified shortcomings in the employee's performance, the employee shall be notified when the problem is perceived, as well as during the Mid-Year performance discussion. The supervisor will suggest ways for the employee to improve his/her work performance.
10. ANNUAL APPRAISAL: The annual appraisals given to bargaining unit employees by their supervisor shall be objective and shall be prepared in accordance with the following:
 - a. The annual performance appraisal will be in written form.
 - b. If the Employer assigns training duties to an employee, this assignment will be given appropriate consideration in the employee's performance appraisal.
 - c. Employees shall be evaluated and receive a copy of the evaluation within thirty (30) calendar days after the end of the appraisal period. The employee has ten (10) calendar days from receipt of the report in which to sign it or request review by the reviewing official.
11. WITHIN GRADE INCREASE (WGI): A decision on whether or not to grant a within grade increase will be based on the most recent rating of record. To be eligible for a WGI, the rating of record must be at least fully successful.

If the supervisor's decision is to recommend denial of a WGI to the Executive Director and that decision is contrary to the most recent rating of record, the supervisor must issue an interim rating of record in full compliance with all performance rating regulations. If the Executive Director decides to deny the WGI following the supervisor's recommendation, the bargaining unit employee will receive written notice to that effect. The employee will also be informed of the right to request reconsideration by the Executive Director and his/her representation rights. If the reconsideration is denied, the employee will receive a written response with any grievance/appeal rights.

12. PROCEDURES FOR IMPLEMENTING CHANGES IN WORK REQUIREMENTS

STATEMENTS: The following procedures will be used to implement changes to work commitments and/or competencies:

- a. The Employer will provide the Union advance written notice of any changes in performance elements or performance standards for bargaining unit employees, and the Union may submit appropriate negotiable proposals in accordance with the requirements and timeframes listed in Article 12.
- b. Bargaining unit employees will be given written notice at least thirty (30) days in advance of the implementation of new work commitments and/or competencies. In addition, where necessary, supervisors will instruct bargaining unit employees on new methods, procedures, etc., which may be required to achieve new commitments and/or competencies.
- c. All bargaining unit employees shall be given 30 days to meet the revised performance work commitments and/or competencies.
- d. Should a bargaining unit employee not become proficient within the allotted time, the supervisor will verbally counsel the employee. The supervisor may review methods, policies and/or procedures used in performing the assigned work. An additional 30 days will be provided to the employee to meet the revised requirements. Failure to achieve the revised requirements may invoke the procedures required for a performance improvement plan.
- e. Management recognizes that the assignment of work involves the use of time on the part of the bargaining unit employees to complete the tasks and duties assigned. Once a performance work commitment and/or competency has been established, Management agrees that additional duties and tasks later added to that work commitment or competency may require additional time to perform those duties and tasks.

13. PROCEDURES FOR IMPLEMENTING CHANGES IN POLICIES, PROCEDURES, AND TECHNOLOGY THAT IMPACT ON PERFORMANCE WORK COMMITMENTS AND/OR

COMPETENCIES: The Employer agrees that changes to technology, methods and agency forms should advance the efficiency and integrity of the passport issuance process.

14. STUDIES USED TO DEVELOP PERFORMANCE WORK COMMITMENTS AND/OR
COMPETENCIES:

- a. Advance Notice: The Employer will inform the Union in advance of any studies or test periods used to assess and evaluate employee production. The Employer will discuss the results of any such assessment and evaluation with the Union and will provide the opportunity for the Union to submit input prior to it being conducted.
- b. Prior to any such assessment and evaluation, bargaining unit employees will be reminded of the correct procedures they should follow (e.g., the “right way” to perform their duties), including where they can access the applicable policies and procedures.

ARTICLE 19
EMPLOYEE AWARDS AND RECOGNITION

1. **PURPOSE:** The Department's Incentive Awards program provides managers, supervisors, peers and colleagues a means to recognize sustained performance, outstanding accomplishments and/or noteworthy service while performing official duties.

The employee recognition program is an incentive program; that is, employee recognition is based on achievement and improvement. Strong emphasis is placed on recognition of efforts to improve service to the public. It is intended to motivate employees to strive for excellence. It recognizes the accomplishments of employees both as individuals and as members of groups or teams. The intent of this program is that awards are given in a fair and equitable manner, and that employees will be appropriately rewarded regardless of changes in the Employer's organizational staffing and structure, work processes or work initiatives.

2. **POLICY**

- a. The Employer shall administer a progressive and sound awards program in accordance with OPM regulations.
- b. The Employer and the Union agree to encourage all bargaining unit employees to become knowledgeable about the Awards Program. The Employer agrees to provide information to all bargaining unit employees so that they understand the benefits to be derived from the program and are encouraged to participate.
- c. Except for Recognition of Performance awards, there is no limit other than limits imposed by law or regulation of appropriate authority on the number of awards that an individual employee may receive or the frequency with which he/she may receive awards.
- d. When employees are considered for awards, the relative significance and impact of their contributions will be considered in determining which type of award would constitute appropriate recognition and, for monetary awards, in determining the amount of money to be granted. Funding availability must also be considered in the granting of monetary awards.
- e. Each employee who receives an award will receive a citation.
- f. The Employer must give full and equal consideration for awards to all employees.
- g. Timeframes: Barring budgetary constraints, monetary awards will be provided to employees no later than 2 pay periods from the date the award is approved by the appropriate authority.
- h. Extra Mile Award: The minimum amount of an Extra Mile award is \$50 and the maximum amount is \$200.00.
- i. Suggestion Award: In the event of a decision regarding adoption or non-adoption of a formal suggestion not being made within 3-6 months of submission, the employee, upon request, will be given a written or oral status report. Upon request, a reason for rejection of a suggestion will be made in writing by the appropriate authority. If the idea set forth in a rejected suggestion is later adopted, the employee may bring the matter to the

Employer's attention within the 2-year period after the date of the rejection notice and the case will be reopened for award consideration. A link to the Department of State Employee Suggestion Form (DS-1856) and 3 FAM 4850 will be posted on the Passport Services Intranet.

- j. When an employee receives an outstanding performance rating, the employee will be recognized in some manner, in accordance with agency regulations and any applicable changes thereto. Employees who receive an outstanding performance rating will receive at least one QSI, Cash Award (\$500) or a minimum 16 hour time off award for that performance year.
 - k. Quality Step Increases (QSI's) shall be effective at the earliest possible date, once the Employer determines to make such award. To be considered for a QSI, an employee's current rating of record must be at the outstanding level, and the employee must not have received a QSI within the preceding 52 consecutive calendar weeks.
3. AWARD NOMINATION PROCEDURES: Bargaining unit employees, Union officials, and Management officials are encouraged to identify and nominate individual employees whom they believe should be recognized for high quality accomplishments or contributions. Nominations of individual employees should be submitted, in writing, to the appropriate awards manager. The nominations should include a description of the accomplishments or contributions of the nominee(s) and an explanation of their significance, as well as the name and telephone number of the employee submitting the nomination. Nominations should not include suggestions for the type of award or the amount of money to be granted. Information provided in the nominations will be considered in determining appropriate recognition. Nomination forms will be electronically available to all employees.
4. TYPES OF AWARDS: The list of awards below is not all inclusive. However, it represents the most common awards available to Passport Services at the time of this Master Agreement.
- a. Superior Honor Award
 - b. Meritorious Honor Award
 - c. Passport Services Award
 - d. Passport Award of Excellence
 - e. Career Achievement Award
 - f. Length of Service Award
 - g. Cash Award
 - h. Franklin Award
 - i. Quality Step Increase
 - j. Extra Mile Award

- k. Time-Off From Duty Award
 - l. Anti-Fraud Award
5. AWARDS INFORMATION: CA/EX/HRD will provide, upon request by the Union, a briefing on the Awards program. As it pertains to bargaining unit employees, the Employer will provide a list to the Union President with the names of all bargaining unit employees, along with the employee's individual grade, overall rating, location, and the amount(s) and type(s) of any award(s) (if applicable). For non-bargaining unit employees, the report will be annotated to include only the type of award, amount (if applicable) and organization. The list will be provided March 1st of the following calendar year; and at least annually, the Employer will:
- a. Publicize the criteria and description for various awards on the Passport Services Intranet and the CA Website via the Bureau Notices.
 - b. Publicize those awards granted to an individual or group on the Passport Services Intranet.
 - c. Schedule a public presentation of awards.
 - d. Post on the Passport Services Intranet and CA Website via Bureau Notices a description and the criteria for each award given.
6. AWARDS FUNDING DISTRIBUTION:
- a. All Awards: The Employer will ensure the fair and equitable distribution of awards to all passport offices. The Employer will also ensure the fair and equitable distribution of these awards, including QSIs, between bargaining and non-bargaining unit employees.
 - b. The total QSI and awards budgets and the amounts for each agency/office/center will be provided to the Union within one month of the finalization of the Passport Services Budget.
 - c. The Employer will ensure that the award dollars, including monetized time-off awards, given to the PPT government workforce each year will be allocated to bargaining unit employees (BUEs) at a percentage equivalent to within 2% of the percentage of overall government workforce salaries attributable to BUEs.
 - d. The time-off award valuation to calculate the percentage split will be \$35/hour for BUEs and \$53/hour for non-BUEs.
 - e. No less than 48% of all cash awards given to the PPT government workforce each year will be allocated to BUEs.
 - f. Offices that choose not to use all of their QSI's and/or awards funding shall notify Headquarters so that their allocation can be used by other agencies/offices/centers. The Union President will be notified in a timely manner of the amount of QSI's and/or awards funding redistributed and to what agency/office/center.
7. ANTI-FRAUD AWARDS:

- a. The Parties agree that fraud detection is an important aspect of the passport adjudication process. Therefore, 10% of the aggregate award budget will be dedicated to the recognition of fraud prevention activities by bargaining unit employees. This includes rewarding employees who have detected passport fraud and also those who have made a contribution towards the furtherance of the anti-fraud program. This provision applies to the facilities that engage in the adjudication of passport applications and does not apply to those facilities that do not have a role in the detection and prevention of passport fraud.
- b. Local agencies/offices/centers will acknowledge and reward those bargaining unit employees that demonstrate exceptional ability in the area of passport fraud prevention and detection. Like other awards, the recipients of anti-fraud awards will be acknowledged during the public presentation required by Section 5c (above). To that end, local agencies/offices/centers shall incorporate fraud awareness recognition awards into their local award programs. This will include but is not limited to rewarding bargaining unit employees who have detected a high percentage of fraudulent applications, cases involving exceptionally criminal or dangerous activities, and/or for bargaining unit employee contributions toward the furtherance of the anti-fraud program. The purpose of this section is to both reward those who have made a contribution in this area as well as to encourage additional efforts.
- c. The criteria for anti-fraud awards are a subject that may be addressed as appropriate under the provisions of Articles 4 and/or 12.
- d. Local agencies/offices/centers should also consider designating other categories of performance specifically for award recognition (e.g. customer service, outstanding contributions to the mentorship initiative) and these awards shall indicate the basis for the recognition.

ARTICLE 20
GRIEVANCE PROCEDURE

1. **PURPOSE:** The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances filed by one or more bargaining unit employees, the Union or the Employer.

Bargaining unit employees, Union representatives and Management officials are encouraged to resolve workplace disputes amicably.

The Parties recognize the importance of settling disputes promptly, fairly, and in an orderly manner that is respectful and consistent with the principles of good management. Bargaining unit employees and their representatives will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjustment of grievances consistent with 5 U.S.C. and this Master Agreement. The credibility and integrity of the grievance process as well as the privacy of all participants therein will be protected to the extent possible.

2. **DEFINITIONS:** A grievance means any complaint:
- a. by any bargaining unit employee concerning any matter relating to employment of the employee;
 - b. by the Union concerning any matter relating to the employment of any employee; or
 - c. by any employee, the Union or the Employer concerning:
 - i. the effect or interpretation or claim of breach of a collective bargaining agreement;
 - ii. any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.
3. **EXCLUSIONS:** This grievance procedure does not apply to:
- a. Those matters excluded by Section 7121(c) of U.S.C.; i.e., any grievance concerning:
 - i. Any claimed violation of U.S.C. Chapter 73, Subchapter III, relating to prohibited political activities;
 - ii. Retirement, life insurance, or health insurance;
 - iii. A suspension or removal for reasons of national security;
 - iv. Any examination, certification, or appointment; or
 - v. The classification of any position which does not result in the reduction of grade or pay of an employee.
 - b. Non-selection under merit promotion procedures from a properly ranked and certified list of candidates
 - c. Issuance, suspension, or revocation of a security clearance
 - d. Filling of positions outside the bargaining unit

- e. Individual appeals to Reductions-in-Force. This does not prevent the Union from filing a grievance alleging violation of this Master Agreement or violation of appropriate regulation on matters affecting other than an individual case.
 - f. Non-adoption of a suggestion, disapprovals of quality step increases, and performance awards or other kinds of discretionary or honorary awards. However, grievances may be filed alleging violations of Article 19.
 - g. The content of critical elements and performance standards. However, grievances may be filed alleging violations of Article 18.
 - h. The termination of temporary employees with appointments of 700 hours or less and probationary employees.
4. OPTIONS: Bargaining unit employees have the option of raising the following matters under a statutory appeals procedure or a negotiated grievance procedure but can only file under one procedure:
- a. Adverse Action (5 U.S.C. 7512) to MSPB or EEOC (if discrimination is alleged).
 - b. Actions Based on Unacceptable Performance (5 U.S.C. 4303) to MSPB or EEOC (if discrimination is alleged).
 - c. Discrimination [5 U.S.C. 2302 (b) (1)] to EEOC.
 - d. Prohibited Personnel Practices [5 U.S.C. 2302(b)(1)] to the Office of Special Counsel.

A bargaining unit employee shall be deemed to have exercised his/her option under this section to raise the matter under either a statutory procedure or the negotiated procedure at such time as the employee timely initiates a formal action under the applicable statutory procedure or timely files a grievance in writing in accordance with a negotiated procedure, whichever event occurs first.

5. APPLICATION:
- a. A grievance may be undertaken by the Union, the Employer, a bargaining unit employee, or a group of bargaining unit employees. Only the Union may represent bargaining unit employees in such grievances. However, any bargaining unit employee, or group of bargaining unit employees, may personally present a grievance and have it adjusted without representation by the Union, provided that the Union will be given the opportunity to be represented in all the discussions in the grievance process. Any adjustment of the grievance must be consistent with the terms of this Master Agreement. Bargaining unit employees who choose the Union as the representative are individually and collectively bound by the actions and decisions of the representative.
 - b. At any step of the grievance procedure, if the grievance is filed with an inappropriate Management official or supervisor, the management official will forward the grievance to the appropriate deciding official and promptly notify the grievant who the deciding official will be.
 - c. At any step of the negotiated grievance procedure, when any Management deciding official designates someone to act on his/her behalf, that designee will have complete

authority to render a decision at that step and will render the decision. Any designee for a Step 2 Grievance cannot be the same person who issued the decision for the Step 1 Grievance.

- d. Grievance filings and responses/decisions will be timely served, normally by email.
 - e. In all grievance decisions by either Party, the basis for any denial will be given.
 - f. In the event either party should timely declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include the question of grievability and/or arbitrability, as appropriate. The Employer agrees to raise any question of grievability or arbitrability of a grievance as soon as possible during the grievance process. However, the Employer may raise the non-grievability or non-arbitrability of a Management Right (as defined in 5 U.S.C. 7106(a)(1)) at any time.
6. SKIPPING THE STEP 1 GRIEVANCE: In the following circumstances, a grievance will not be filed at the Step 1 level; rather, the grievance will be filed directly at the Step 2/Final Step level. In these instances, a bargaining unit employee or the Union may file a Step 2/Final Step Grievance within thirty (30) days of the effective date of the action.
- a. Disciplinary And Adverse Actions: Any adverse action taken under Article 24, which includes discipline consisting of a suspension (any length) and greater action. This does not include a Letter of Admonishment or Letter of Reprimand, which will still be grieved at Step 1.
 - b. Unacceptable Performance: Any action taken under Article 23.
 - c. Nationwide Issues: In the case of matters affecting more than one office, the Union may file a Final Step Grievance.
 - d. Training Agreements: A charge to the employee of any training cancellation fees.
 - e. Leave Forfeiture: The denial of the restoration of forfeited annual leave.
 - f. Grievances filed by the Agency against the national Union officers will be a one step process, and will be filed as a Step 2/final step grievance with the Union President within 30 days of the alleged violation.

In instances where the Agency (either local or national level management) is filing a grievance against anyone other than a national Union officer, the Agency will file a Step 1 grievance with the Union Vice President. In such instances, the Union Vice President reserves the right to choose a different Union Official who he/she believes to be the appropriate deciding official to respond to the Step 1 grievance; this person may be any person other than the Union President. In such instances, the Union will notify the grieving party.

Whenever a Step 1 grievance is later elevated by the grieving party to a Step 2 grievance, the deciding official will be different from the individual who responded to the Step 1 grievance, and will be an individual who has the authority to overrule the Step 1 official's decision in making a final decision on the Step 2 grievance.

7. STEP 1 GRIEVANCE PROCESS:

- a. Filing Deadline: The grievant and/or representative must file the Step 1 Grievance with the appropriate official in writing within forty-five (45) calendar days of the incident resulting in the complaint or the date the grievant first became aware of the matter. The appropriate official may extend the time limit for good cause.
- b. It is important to include in the Step 1 Grievance:
 - i. The incident resulting in the complaint or the issue(s) being grieved;
 - ii. The date of the occurrence or a statement that the occurrence is ongoing;
 - iii. Any supporting evidence;
 - iv. Suggestions or requests for remedies/relief; and
 - v. Indication that this is a “Step 1 Grievance.”
- c. The grievant will file the Step 1 Grievance with the appropriate official identified below:
 - i. Employee Step 1 Grievance: An employee who files his/her own grievance will normally submit the Step 1 Grievance to the senior management official for that office (e.g., Director).
 - ii. Union Step 1 Grievance: A Union Representative who files a grievance will normally submit the Step 1 Grievance to the senior management official for that office (e.g., Director).
 - iii. Management Step 1 Grievance: A Management official who files a grievance against a Union Representative will submit the Step 1 Grievance to the Union Vice President with a cc to the NFFE-1998 National Officer email collective.
- d. The individual receiving the Step 1 Grievance will identify the official who will review and investigate the grievance. The Parties understand there will be grievances that should not be reviewed by the individual alleged to have committed the violation.
- e. Upon written request, the Step 1 official, or designee, will discuss the grievance with the grievant and/or representative within fifteen (15) days of presentation of the grievance. Such a meeting will extend the time limit for the response by fifteen (15) days. If the Employer fails to meet the deadline the Union has the option of elevating the grievance to the next step.
- f. Response Deadline: A written decision will be transmitted to the grievant within thirty (30) calendar days after the filing of the Step 1 Grievance.
- g. If the grievant is not satisfied with the response, then he/she has thirty (30) calendar days after receipt of the Step 1 response to file a Step 2 Grievance. The grievant also may request Alternate Dispute Resolution (ADR) within ten (10) calendar days of the grievance decision in accordance with Article 21.

- h. When a settlement agreement is reached it will be documented and signed by the grievant and/or the grievant's Union representative along with the appropriate official.

8. STEP 2/FINAL STEP GRIEVANCE PROCESS:

- a. Filing Deadline: If the complaint is not resolved in the Step 1 Grievance process, the grievant and/or representative may file a Step 2 Grievance within thirty (30) calendar days after the Step 1 Grievance response was received.
- b. It is important to include in the Step 2 Grievance:
 - i. A copy of the Step 1 Grievance, as applicable;
 - ii. A copy of the Step 1 response, if available;
 - iii. The incident resulting in the complaint or the issue(s) being grieved;
 - iv. The date of the occurrence, or a statement that the occurrence is ongoing;
 - v. Any supporting evidence;
 - vi. Suggestions or requests for remedies/relief; and
 - vii. Indication that this is a "Step 2 Grievance" or "Final Step Grievance."
- c. The grievant will file the Step 2 Grievance with the appropriate official identified below:
 - i. Employee Step 2 Grievance: An employee who files his/her own grievance will normally submit the Step 2 Grievance to the Office Director of the Passport Services Program Management and Operational Support (CA/PPT/PMO).
 - ii. Union Step 2 Grievance: A Union Representative who files a grievance will normally submit the Step 2 Grievance to the Office Director of the Passport Services Program Management and Operational Support (CA/PPT/PMO).
 - iii. Management Step 2 Grievance: A Management official who files a grievance against the Union will submit the Step 2 Grievance to the Union President with a cc to the NFFE-1998 National Officer email collective.
- d. The individual receiving the Step 2 Grievance will identify the official who will review and investigate the grievance. The Parties understand there will be grievances that should not be reviewed by the individual alleged to have committed the violation.
- e. Upon written request, the Step 2 official, or designee, will discuss the grievance with the grievant and/or the grievant's representative within fifteen (15) days of presentation of the grievance. Such a meeting will extend the time limit for the response by fifteen (15) days.
- f. Response Deadline: A written decision will be transmitted to the grievant within forty-five (45) calendar days after the filing of the Step 2 Grievance. The Union President will be copied on all responses to Step 2 Grievances.

- g. If the grievance is not resolved, the Union or the Employer may invoke arbitration within sixty (60) days of the grievant's receipt of the written decision, in accordance with Article 22.
- h. 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 FMCS panel (see Article 22). For 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 or 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 (see Article 22).

- i. If Alternate Dispute Resolution (ADR) has not been invoked after the Step 1 Grievance, then the grievant may request ADR within ten (10) calendar days of receipt of the Step 2 written decision, in accordance with Article 21.
- j. When a settlement agreement is reached it will be documented and signed by the grievant and/or representative along with the appropriate official.

9. TIME LIMITS/DEADLINES:

- a. For all grievances under this Master Agreement, if a deadline or due date falls on a non-work day (such as a weekend, holiday, RDO, in lieu of holiday, or emergency office closure), then the deadline will be extended to the next workday.
- b. Time limits for grievance deadlines, for either Party, that fall during the week of Thanksgiving or the week that Christmas is observed shall automatically be extended by seven (7) days.
- c. All other time limits in this Article may be extended only by mutual written consent of the Parties.
- d. Time limits for this Article start with "day one" on the day following transmittal or occurrence.
- e. The intent of the Parties is for all participants to comply with the time limits allowed within this Article.
- f. Failure by the grieving party to meet time limits, or to request and receive an extension of time, shall automatically cancel the grievance, unless mitigating circumstances prevail.
- g. If the appropriate responding official (Employer or Union) fails to respond to a grievance within the deadlines established above, or fails to receive an extension of time, then the grievant (Employer, bargaining unit employee, or Union representative) may advance the grievance to the next step in the process (e.g., Step 2, ADR, Union-invoked arbitration)

after the response deadline has passed. If the response is received after the deadline and the grieving party has not advanced to the next step, then the timeframes above will apply. If the dispute proceeds to arbitration then, notwithstanding the outcome of the arbitration, the responding party (Employer or Union) that failed to meet a deadline shall be responsible for all of the arbitrator's travel and per diem costs (unless extenuating circumstances prevail).

ARTICLE 21
ALTERNATE DISPUTE RESOLUTION

1. **GOALS**: The Parties agree to establish an Alternative Dispute Resolution (ADR) procedure. This is a non-binding means by which the Parties may settle grievances or interpersonal disputes and can be invoked during any stage of the negotiated grievance process.
2. **PROCEDURE**: A bargaining unit employee or the Union on behalf of the employee may elect to have a grievance resolved through ADR by making a request to the Director or other equivalent Management official in lieu of submitting the grievance to the next step. The Union or the Employer may also elect to have a grievance resolved through ADR in lieu of submitting the grievance to arbitration.

Any decision reached through ADR must not violate provisions of this Master Agreement or any existing personnel policy, practice, or procedure, or law. The Parties agree to the use of the services of the Federal Mediation and Conciliation Service (FMCS). The process will be used as a non-binding attempt at dispute resolution before the invocation of the next step grievance or arbitration.

- a. Each grievance/dispute will be dealt with on an individual basis.
- b. The grievant or party requesting the use of ADR will submit the request within ten (10) days after the receipt of a decision.
- c. 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.
- d. The Parties agree to cooperate with the efforts of the FMCS. Cooperation does not imply agreement.
- e. Any recommendations of the mediator shall not be used as evidence during any official, binding third party settlement, nor may they be used in any further grievance proceeding.
- f. The use of the ADR process will serve to suspend the time parameters for invoking the next step grievance or arbitration. Successful resolution of the dispute through ADR will include a written agreement signed by the Parties.
- g. When one or both Parties inform the other that the mediation process has not been successful, the grievant or Union on behalf of grievant or management has 35 days to file a request with FMCS for a panel of arbitrators if the ADR process was entered into after the Step 2 response. The FMCS request may serve as the invocation of arbitration. If this deadline is missed, the underlying grievance is considered withdrawn.

ARTICLE 22
ARBITRATION

1. INVOKING ARBITRATION:

- a. Notice to other Party: A grievance processed under Article 20 of this Master Agreement may be referred to arbitration as provided for in this Article.
- b. Requesting Parties: A request to invoke arbitration can be made only by the Union or the Employer.

2. LOCATION:

- a. The location for the arbitration hearing will be the location where the grievance originated unless otherwise mutually agreed by the Parties.
- b. 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.
- c. 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).
- d. 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.
- e. Where the Union has identified to the Employer that there is either no Union representative at the location, or the representative is not qualified or trained to a degree enabling him/her to competently argue the case before the arbitrator, the Employer agrees to pay normal travel and per diem for one Union representative to participate in the proceeding.

3. FMCS REQUEST

- a. 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:
 - i. “federal sector grievance” is selected,
 - ii. “National Academy of Arbitrators” is selected,
 - iii. The drop-down arbitration topic will be left blank unless mutually-agreed to otherwise, and
 - iv. 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.
 - v. Panels from large metropolitan areas on the east or west coast shall be selected from a “Metropolitan” area.
 - vi. All other panels will be from a “regional” geographic range.
 - vii. The FMCS will provide a list of seven (7) impartial persons qualified to act as arbitrators.
- b. Where the grievant does not request ADR:

- i. 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.
- ii. 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 cancel the grievance.
- iii. Note: See Article 21 for process and deadlines when ADR is requested.

4. SELECTION OF AN ARBITRATOR:

- a. 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.
- b. Assuming they have not mutually agreed upon one (1) of the listed arbitrators, the Employer and the Union will alternately strike arbitrators' names from the list of seven until one name remains. This remaining person shall be the duly selected arbitrator. The order of striking shall be decided by the flip of a coin.
- c. All email exchanges after receipt of the grievance response and up until the selection of an arbitrator 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.

5. COSTS:

- a. The Party losing the case shall pay the arbitrator's bill except as provided elsewhere in this Master Agreement. Where the decision is split, the arbitrator shall determine the assessment for each party and bill accordingly. The arbitration costs shall include the arbitrator's fees and all expenses, including any transcripts or copies thereof. The Parties shall jointly obtain the services of a court reporter if both Parties wish to obtain a transcript. Either party may elect to have a verbatim transcript of the proceedings. In those cases, such transcript shall be made by an authorized court reporter, and the costs shall be borne by the Party ordering. When neither Party wishes to use a court reporter, the arbitrator will not be entitled to the use of a court reporter or transcript paid for by the Parties.
- b. If clarification of an Arbitrator's decision is necessary, the requesting party will pay for the additional arbitration fees and expenses. The arbitrator will be requested to complete any clarifications within thirty (30) calendar days. If jointly requested, the costs will be shared.

6. QUESTION OF ARBITRABILITY: Questions that cannot be resolved by the parties as to whether a Grievance is a) based on a matter subject to the Negotiated Grievance Procedure, or b)

timely filed, or c) outside of an arbitrator's authority to decide will be referred to an arbitrator for decision prior to any presentations on the merits. If the threshold question of arbitrability is answered in the affirmative, the parties will refer the merits of the case to the same arbitrator for decision. By mutual consent, the parties may decide to use a different arbitrator.

7. ARBITRATION PROCESS: The Parties agree that this Master Agreement, all of the grievance steps, grievance responses, and documents attached to the grievances will automatically be made part of the record which will be jointly submitted to the Arbitrator. The Parties agree to attempt to jointly identify as many exhibits as possible, in a reasonable and amicable fashion, prior to any arbitration proceeding, in order to keep costs and delays to a minimum.

The arbitration process to be used may be one of the following:

- a. A stipulation of facts to the arbitrator can be used when both Parties agree to the facts at issue, and further agree that a hearing would serve no useful purpose. In this case, all facts, data, documentation, etc., are jointly submitted to the arbitrator with a request for a decision based upon the facts presented.
- b. An arbitrator inquiry can be used when the Parties agree that a formal hearing would serve no useful purpose. In this case, the arbitrator would make such inquiries as he/she deemed necessary (e.g., inspecting the work sites, taking statements).
- c. An arbitration hearing should be used when a formal hearing is necessary to clarify the matter in dispute and develop the facts that are in dispute between the Parties, or when the Parties cannot agree to the procedures set forth in part a or b of this Section. In this case, a formal hearing is convened and conducted by the arbitrator. The arbitrator shall rule on a motion as to whether the hearing should be formal or require written submissions.

8. WITNESSES:

- a. The Parties agree to keep the number of witnesses to a reasonable number. Topics of larger concern (e.g. national policies that affect a large number of employees) may tend to require more witnesses
- b. The Parties will attempt to reduce the costs of any arbitration, including expenses of the witnesses, by using teleconferencing and videoconferencing whenever possible. This efficiency should be applied to both sides. This shall not lead to the arbitrator conducting the hearing solely in the physical presence of one party without the other. It is agreed that normally where witnesses will be testifying less than 30 minutes, it will be accomplished by teleconferencing. Where the Parties and the arbitrator agree, all or most of the hearing can be accomplished by videoconferencing. Additional costs caused by malfunctioning equipment will be paid by the Employer.
- c. Parties will exchange witness lists 20 days in advance of the hearing. Parties missing this deadline will pay all arbitration fees and expenses for the case. The expenses of any witness shall be borne by the Party calling the witness, except that the Agency will pay normal travel and per diem for witnesses who work for the Agency provided: where the relevance of the witness is questioned by the Agency, the Union will provide the basic context of the employee's contribution to the case.

- d. On those occasions when the witness cannot be questioned by videoconference or teleconference, the Agency will pay normal travel and per diem for witnesses who work for the Agency.
 - e. If, subsequent to the initial exchange of witness lists, the arbitrator issues a relevant decision in advance of the arbitration at issue, which has a bearing on the issues to be addressed at hearing, the Parties have three days to exchange a supplemental witness list; and given that rebuttal testimony is by its very nature unanticipated, the Parties acknowledge and agree that rebuttal or sur-rebuttal witnesses may be called to testify regardless of whether they have been placed on the initial or supplemental witness list.
 - f. One week prior to the scheduled arbitration, the NFFE President will send an email to the PMO labor relations mailbox copying the Division Chief, designating one NFFE officer to be the individual who will coordinate witnesses for rebuttal testimony. This individual will generally be made available for this task; if not, the Union will be notified at least 48 hours prior to the hearing, and a substitute officer will be appointed for the same purpose. The designated officer will only use the amount of time necessary within that allotment. The Agency will make reasonable efforts to secure the timely release of rebuttal witnesses once notified.
 - g. The parties are urged to resolve any dispute concerning the exchange of witnesses or number of witnesses between themselves, but, if a resolution is not possible, the disagreement should be presented to the arbitrator promptly.
9. OFFICIAL TIME AND SCHEDULES: A bargaining unit employee serving as the grievant's representative, the aggrieved employee, and bargaining unit employee witnesses who are otherwise on duty shall be granted official time as necessary to participate in the arbitration proceedings. Bargaining unit employee participants on shifts other than the regular day-shift will be temporarily placed on the regular day-shift for the day(s) of the hearing in which they are involved. The parties will designate their representatives at the time an arbitrator is selected. Notice of change of the representative will be given to the other party as soon as possible.
10. ARBITRATOR'S DECISION: The arbitrator will be requested to render a decision as quickly as possible, but in any event not later than thirty (30) calendar days after the conclusion of the hearing, or the closing of the record, unless the Parties mutually agree to extend the time limit. The arbitrator's decision shall be final and binding, and the remedy effected in its entirety, except when either Party files an exception and/or seeks judicial review in accordance with applicable laws and/or regulations.
11. ARBITRATOR'S AUTHORITY IN DISPUTES OVER THE MASTER AGREEMENT: The arbitrator shall have the authority to resolve any questions of arbitrability and interpret and define the explicit terms of this Master Agreement and Department policy as necessary to render a decision. However, the arbitrator shall have no power to add to, subtract from, disregard, alter or modify terms of this Master Agreement, or applicable laws, rules or regulations. In cases involving actions based on unacceptable performance, denial of within-grade increases, or adverse action, the arbitrator shall be bound by the applicable standards of proof contained in 5 USC 7701(c)(1) and this Master Agreement. Reasonable attorney fees may be awarded by the arbitrator under the guidelines established by law.

ARTICLE 23
ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

1. **SCOPE**: This Article does not apply to the reduction in grade or removal of an employee in the competitive service who is serving in a probationary or trial period under an initial appointment.
2. **PERFORMANCE IMPROVEMENT PERIOD (PIP)**: A bargaining unit employee whose performance indicates that he/she is likely to receive an unsatisfactory rating is entitled to a written notice that contains the following:
 - a. The specific work commitments and/or competencies that the employee is failing to achieve.
 - b. A statement of the specific improvements the employee must make in performance to avoid an unsatisfactory rating.
 - c. The steps or actions the supervisor will take to help in that effort.
 - d. The performance improvement period (45-90 calendar days) given to the employee to bring performance to a satisfactory level.
3. **PROPOSED REDUCTION IN GRADE OR REMOVAL**: Where subsequent to the remedial period the bargaining unit employee is rated unsatisfactory and where the Employer proposes to remove or reduce in grade a bargaining unit employee for unsatisfactory performance, the bargaining unit employee will be entitled to a thirty (30) day written notice of the proposed action based on unsatisfactory performance. The notice of proposed action will state:
 - a. The specific work commitments and/or competencies of the position which the employee has failed to meet.
 - b. How the employee failed to meet those specific performance work commitments and/or competencies.
 - c. How the supervisor sought to help the employee meet those specific performance work commitments and/or competencies.
 - d. That the employee has fifteen (15) days to respond orally and/or in writing to the notice of proposed action for unsatisfactory performance, and the name of the deciding official to whom the reply should be made.
 - e. That the employee has a right to represent him or herself, have a Union representative, attorney, or other representative.
 - f. That the employee is entitled to a written final decision on the proposed adverse action.
4. **WRITTEN DECISION**: The final written decision will:
 - a. Address the employee's response, if any, and the reasons for the decision.

- b. Provide to the employee his or her right to go to the MSPB, go to the EEO (where discrimination is alleged), or file a grievance.
 - c. Provide the name of the Union President and telephone number.
5. STAY OF ACTION: Upon request, Management may delay the performance-based action for a bargaining unit employee who has a disability if the employee requests and Management recommends disability retirement. When an application for disability retirement of an employee is approved, the employee, at his or her option, may use any available sick leave.

ARTICLE 24
ACTIONS BASED ON MISCONDUCT

1. **PURPOSE:** The Employer agrees that action taken against bargaining unit employees will be consistent with applicable laws, and be objective, fair and equitable. The Parties agree that the concept of progressive discipline, designed primarily to correct and improve employee behavior rather than to punish, will be followed.
2. **INVESTIGATION:** Prior to proposing disciplinary action against a bargaining unit employee, the Employer may conduct an investigation to develop the facts. The investigation may include, where necessary, a discussion with the employee who is alleged to have committed the offense. The Union shall be given the opportunity to be represented at any examination of a bargaining unit employee by a Management official in any investigation which the employee reasonably believes may result in disciplinary or adverse action being taken against the employee and the employee requests representation. In such instances the Management official will defer the discussion by a reasonable amount of time until the employee secures an available representative or the Management official will end the discussion. The BUE may request a representative of his/her choice, including a representative(s) located outside of the BUE's agency. In such instances, the Management official will defer the discussion by a reasonable amount of time, which will not exceed 48 hours from the initial meeting request.
3. **PROCEDURES:** For the purpose of this Master Agreement, disciplinary actions shall be admonishments, letters of reprimand, and suspensions for 14 days or less. Adverse actions are removals, suspensions of more than 14 days, furloughs of 30 days or less, or reductions in pay or grade.
 - a. **Letters of Reprimand and Admonishments:** These actions may be issued directly to a bargaining unit employee without a proposal letter, and shall contain information to indicate specifically why the letter is being issued. The letter will also advise the employee where the letter may be retained, the length that it will be retained, and if the letter may be used in determining an appropriate penalty if further infractions occur. The letter shall inform the employee that she/he has the right to file a grievance under the negotiated grievance procedure and has the right to be represented by a NFFE Union representative. The letter shall inform the employee of the name of the office Union representative(s) and the name and phone number of the Union President. The supervisor shall discuss the letter with the employee at the employee's request.
 - b. **Suspension of 14 Days or Less:** The following applies to a bargaining unit employee in the competitive service who is not serving a probationary or trial period under an initial appointment or who has completed 1 year of current continuous employment in the same or similar positions under other than a temporary appointment limited to 1 year or less. Such an employee is entitled to:
 - i. An advance written notice stating the specific reasons for the proposed suspension.
 - ii. Up to 15 days to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer.

- iii. Be represented by a NFFE Union representative, represent him/herself, or be represented by an attorney or other representative in responding to the proposed action.
 - iv. A reasonable amount of official time to review the material relied on to support the proposed action and to prepare a response to the proposed notice. The BUE must submit an email request for official time.
 - v. Copies of the material or documentation which was relied on by the Proposing Official to support the reasons for the action given in the proposal notice. These should be included as enclosures to the proposal notice. These enclosures may be redacted if inclusion would cause violations of the Privacy Act. The notice shall inform the employee where this material may be reviewed and that his/her representative may also review the material as well.
 - vi. A written decision and the specific reasons therefore, at the earliest practicable date.
 - vii. Grieve the decision through the negotiated grievance procedure contained in Article 20. The written decision shall advise the employee of the above rights, along with the name of the Union President and telephone number, and the name of the Employer official to whom the grievance should be directed. The Union President will then provide the name of the local representative.
- c. Removal, Suspension for more than 14 days, Furloughs of 30 days or less, Reductions in pay or grade: The following applies to a bargaining unit employee in the competitive service who is not serving a probationary or trial period under an initial appointment or who has completed 1 year of current continuous employment in the same or similar positions under other than a temporary appointment limited to 1 year or less. Such an employee is entitled to:
- i. At least 30 days advance written notice, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action;
 - ii. A reasonable time, but not less than 15 days, to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer.
 - iii. Represent him/herself, be represented by a NFFE Union representative, or be represented by an attorney, or other personal representative, whose designation would not create a conflict of interest or conflict of position as prohibited by Federal Regulations.
 - iv. Review the material, including statements of witnesses, documents, and investigative reports. The notice shall inform the employee where this material may be reviewed and that his/her representative may also review the material as well.
 - v. Copies of the material or documentation which was relied on by the Proposing Official to support the reasons for the action given in the proposal notice. These should be included as enclosures to the proposal notice. These enclosures may be

redacted or removed based upon the Privacy Act or other legal concerns. Should the original documents be redacted or removed from the enclosures delivered to the BUE based upon the Privacy Act or other legal concerns, the BUE shall have a right to review the original, un-redacted material with his/her representative in a controlled setting at the BUE's agency under the control of the Agency Director or designee.

- vi. A written decision and the specific reasons therefore, at the earliest practicable date; and
 - vii. Appeal the decision through the negotiated grievance procedure contained in Article 20 or any other statutory appeal procedure. The written decision shall advise the employee of the above rights, along with the name and phone number of the Union President, and the name of the Employer official to whom any grievance should be directed.
- d. After carefully considering the evidence, the Douglas factors listed in Section 5 below, any applicable Department regulations, and the employee's response, if any, including any mitigating or aggravating factors, the deciding official shall make a timely decision. Such decision may not be more severe than that which was proposed. The written decision shall address each of the Douglas factors relevant to the discipline proposal or adverse action.
 - e. A duplicate copy of the documents on record (e.g., the letter of reprimand, notice of proposed action or decision) will be furnished to the employee.
 - f. Time limits for the employee's response may be extended upon request.
 - g. Any decision letter to a bargaining unit employee in which it has been decided to take an adverse action will inform the employee of his/her option to appeal the action. It will inform the employee that he/she will be deemed to have exercised his/her option to raise the matter under only one procedure or the other at the time the employee timely files a written grievance, or a notice of appeal under the applicable MSPB or EEO procedure. Employees assigned to an excepted position have certain rights under Chapter 75, Subchapter II of Title V, United States Code, to appeal adverse actions (MSPB rights). The Employer's decision letter shall advise employees of this. The Parties recognize that the probationary/trial period is an extension of the examining process. A written notice of termination and effective date of the termination will be given to the probationary employee.
 - h. Time Frames: Normally admonishments will be retained for six months. Normally reprimands will be retained for one year. In extraordinary circumstances, the time frames may be shortened or lengthened by the issuing official. The bargaining unit employee may make a written request to the issuing official that the action be withdrawn prior to the date of the original timeframe. Removal of these actions depends upon the employee's records being clean during the time of retention and the seriousness of the offense. Except in the case of disparate treatment, the decision to remove disciplinary actions early is excluded from the provisions of the negotiated grievance procedure.

4. STAY OF ACTION: The effective date of any suspension shall automatically be stayed for five (5) days, in order for the employee to file a Step 2/Final Step Grievance or other action. If the employee files a grievance, the effective date of any suspension shall further be stayed until Management has considered and responded to the grievance. Removals will not be automatically stayed. Admonishments and Reprimands will not be automatically stayed. The letter required by Sections 3b and 3c (above) shall advise the employee of the duration of the stay of action and the grievance deadline.
5. DOUGLAS FACTORS: The Employer agrees to fully apply all relevant “Douglas factors” when administering disciplinary and adverse actions to bargaining unit employees. The Douglas factors are:
 - a. The nature and seriousness of the offense, and its relation to the employee’s duties, position, and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated;
 - b. The employee’s job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position;
 - c. The employee’s past disciplinary record;
 - d. The employee’s past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability;
 - e. The effect of the offense upon the employee’s ability to perform at a satisfactory level and its effect upon supervisors’ confidence in the employee’s work ability to perform assigned duties;
 - f. Consistency of the penalty with those imposed upon others within the Department of State for the same or similar offenses;
 - g. Consistency of the penalty with any applicable agency table of penalties;
 - h. The notoriety of the offense or its impact upon the reputation of the agency;
 - i. The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;
 - j. Potential for the employee’s rehabilitation;
 - k. Mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter; and
 - l. The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

ARTICLE 25
STANDARD WORKWEEK AND HOURS OF WORK

1. **STANDARD WORKWEEK**: The standard workweek shall consist of forty (40) hours spread over a maximum of five (5) consecutive eight (8) hour days. The standard workweek will be the period for which a bargaining unit employee is paid his/her straight-time pay rate. The Employer will give the Union notification of any change in the hours of work, shifts or tours of duty affecting bargaining unit employees in accordance with the procedure set forth in Article 12 (Negotiations). The Union shall be given the opportunity to request negotiations as appropriate.
2. **TOURS OF DUTY**: If the Employer is considering a change in the workweek from the regular Monday through Friday schedule (standard workweek), the Employer will meet and discuss the need for a nonstandard tour with the Union, upon request.
3. **REST BREAK**: Each bargaining unit employee is authorized one fifteen (15) minute rest break during each four (4) hours worked in the normal workday for that employee. Additionally, one fifteen (15) minute rest break is authorized within each four (4) hour period of overtime worked.
4. **LUNCH PERIOD**: Every bargaining unit employee shall be entitled to a forty-five (45) minute period of time for lunch, which normally will be scheduled between 11 a.m. and 2 p.m. Assigned lunch schedules for employees may require changes when exceptional circumstances exist. However, the Employer will attempt to accommodate normally scheduled lunch times and provide advance notice of changes, where possible. Bargaining unit employees shall be free to leave the worksite during this period. A BUE may occasionally request to have their scheduled lunch period adjusted. The employer will consider approval as long as the request does not negatively impact previously assigned tasks.

ARTICLE 26
ALTERNATE WORK SCHEDULES

1. **PURPOSE:**

- a. Alternate Work Schedules enable employees to have a work schedule that helps balance work and family and personal responsibilities, while continuing to contribute to the successful operation of the mission. The intent of Alternate Work Schedules (AWS) is to:
 - i. Provide the public with expanded hours of service;
 - ii. Increase the hours for communication across time zones;
 - iii. Increase productivity;
 - iv. Help reduce short-term employee absences and tardiness;
 - v. Improve employee morale by permitting employees to adjust their work hours to meet the needs of their personal lives;
 - vi. Improve recruiting and retention;
 - vii. Decrease traffic congestion and facilitate the use of alternative forms of transportation and thereby improve air quality;
 - viii. Reduce commuting time (by removing trips from peak hours); and
 - ix. Increase child care and ridesharing options.
- b. The Employer and the bargaining unit employees must equally share responsibility for the success of Alternate Work Schedule Plans. Participation in one of these plans is voluntary and no employee may force another employee to join. Any employee who does not wish to work an AWS will work the standard work schedule. Probationary and temporary employees may participate only with the approval of their immediate supervisors.
- c. Alternate Work Schedule Plans shall continue within Passport Services. The Employer may not terminate any Alternate Work Schedule without providing the Union notice and the opportunity to negotiate, in accordance with Article 12. Alternate Work Schedules may only be terminated in accordance with applicable regulations and laws, including 5 U.S.C. 6131(c). Alternate Work Schedule Plans may vary based on the requirements of each Passport Agency or other appropriate office.

2. **PROCEDURE**

- a. Each bargaining unit employee who wishes to participate in an Alternate Work Schedule Plan must apply in accordance with their local agreement or policy. If a temporary modification of a bargaining unit employee's schedule is required by an emergency situation, the modification will be rescinded as soon as possible following the end of that emergency situation. An alleged violation of the local agreement/ policy may be grieved.
- b. The length of an AWS will be determined by local agreements/policies, but will not be less than three (3) months in duration.

- c. A bargaining unit employee must arrange in advance his/her Alternate Work Schedule for a period of time determined by each local agreement.
- d. Except for a temporary change initiated by a bargaining unit employee and agreed to by his/her supervisor, starting and stopping times must be the same for each workday and must remain the same until a written request for a change is approved by the Employer. The 8 hour day for an employee on the 5/4-9 Compressed Work Schedule (CWS) is also fixed and remains the same unless a written request is approved.
- e. Bargaining unit employees who wish to withdraw from one of the Alternate Work Schedule Plans may do so at any time by normally giving one week written notice to the Employer, which will be effected at the beginning of the next pay period.
- f. The Employer agrees to attempt to accommodate requests for changes in Alternate Work Schedule Plans at any time where the request is motivated by unforeseeable circumstances in a bargaining unit employee's personal life (e.g., car pool, family illness), provided such a change does not interfere with the accomplishment of the Employer's mission.

3. REQUIREMENTS OF THE PLANS:

- a. The following requirements represent the limitations within which the individual Passport Agencies and other Passport Services offices will establish their Alternate Work Schedule Plans. These requirements apply to all bargaining unit employees:
 - i. A full time employee must account for 80 hours per pay period including actual hours worked, leave taken, and paid holidays;
 - ii. A lunch period (minimum of 30 minutes) must be incorporated into the workday. Assigned lunch schedules for employee may require changes when exceptional circumstances exist. However, the Employer will attempt to accommodate normally scheduled lunch times and provide advance notice, where possible. The employee shall be free to leave the worksite during this period. This lunch period may not be taken at the beginning or the end of the work day;
 - iii. Each employee is authorized one fifteen (15) minute rest break during each four (4) hours worked, to include overtime. Employees may schedule break periods with lunch/dinner periods with the approval of the first line supervisor.
- b. Local agreements/policies will include, at a minimum:
 - i. The earliest and the latest time a bargaining unit employee may work;
 - ii. The lunch period; and
 - iii. The core time (that time during which each bargaining unit employee must be present for work).

4. RELIGIOUS OBSERVANCES:

- a. In order to meet the Employer's legal obligation under Title VII of the Civil Rights Act of 1964 to provide reasonable accommodation to employees for religious purposes, leave

approving officials shall grant annual leave to permit bargaining unit employees to participate in their personal religious observances unless to do so would create an undue burden upon the Employer. Such absences will be charged to annual leave or to compensatory time or, if the employee has neither, to leave without pay.

- b. To the extent that it does not interfere with the efficient accomplishment of the mission, a bargaining unit employee may, with the approval of the supervisor, elect to work compensatory overtime for the purpose of taking time off without charge to leave when personal religious beliefs require that an employee abstain from work during certain periods of the workday or workweek. The employee may work such compensatory overtime before or after the granting of the compensatory time off.
- c. The premium pay provisions of Article 29 do not apply to compensatory work performed by an employee for this purpose.

5. WORK SCHEDULES:

- a. Flexitour Schedule: With a flexitour schedule, an employee is allowed to select starting and stopping times within the allowable hours. Once a Flexitour schedule is established, the hours are fixed until the employee makes a written request during a time period specified by a local agreement/policy.
- b. Compressed Work Schedule: Compressed Work Schedules (CWS) are governed by applicable laws and regulations (5 U.S.C. 6120 – 6133). They are always fixed work schedules. CWS are arranged to enable a full-time employee to fulfill the basic 80 hour biweekly work requirement in less than 10 workdays. Employees may work a greater number of hours when overtime is authorized, including working on their normally scheduled day off. The four day workweek and the 5/4-9 compressed plan are the two types of Compressed Work Schedules available in the Department of State.
 - i. Four Day Workweek: A full time employee must work 10 hours a day, 40 hours a week, and 80 hours a biweekly pay period.
 - ii. 5/4-9 Plan: A full time employee must work eight 9-hour days and one 8-hour day for a total of 80 hours in a biweekly pay period.
- c. Local agreements/policies can provide for one or more set arrival and departure times. These arrival and departure schedules remain fixed until there is an open period for changing or rotating the CWS schedule.
- d. Non-workdays for CWS employees will be established locally. Certain days of the week may be set aside per local agreement/policy that may not be used for non-workdays.
- e. Local agreements/policies can provide for one or more set short days (e.g., the 8 hour day on a 5/4-9 tour). Once agreed to, the short day remains fixed until there is an open period.
- f. During a pay period with one or more holidays, Management cannot move a CWS bargaining unit employee's short day to fall on a day designated as a holiday, except as may be required for operational reasons as provided for by CWS regulations and other government-wide regulations.

- g. A full-time bargaining unit employee on a compressed work schedule, such as the 5/4-9 tour, who is relieved or prevented from working on a day designated as a holiday is entitled to his/her rate of basic pay for the number of hours of the CWS for that day. This means that if a holiday falls on a CWS bargaining unit employee's regularly scheduled 9 hour workday, he/she would receive 9 hours of pay; if a holiday falls on a CWS bargaining unit employee's regularly scheduled 8 hour workday, he or she would receive 8 hours of pay. The employee's time and attendance record must reflect this accordingly.
- h. If a holiday falls on a non-workday, which is Monday through Saturday, the CWS bargaining unit employee's preceding workday will be designated as the "in lieu of" holiday. The employee's time and attendance record for the "in lieu of" holiday should reflect the number of hours that the employee had been scheduled to work. This means that the holiday changes for the CWS bargaining unit employee, but the non-workday does not. Local negotiated agreements may alter the designated "in lieu of" holiday.

For example, the fixed non-workday for a CWS bargaining unit employee is Monday.

- i. If the holiday falls on Monday, the non-workday remains Monday, but the "in lieu of" holiday becomes the preceding workday (Friday).
 - ii. If a holiday falls on the Sunday non-workday of the employee, the subsequent workday (Tuesday) will be the designated "in lieu of" holiday.
- ± Management cannot suspend CWS for bargaining unit employees during pay periods that include one or more holidays for the purpose of avoiding the holiday.
- j. Part Time and Job Sharing: Part time work and Job Sharing are part of the State Department Alternate Work Schedules. The Employer agrees to notify the Union of any changes that may affect participation in these plans. The Employer shall provide the Union the names, locations, and positions of those bargaining unit employees who currently work part time or participate in job sharing. The Employer will fairly and equitably consider requests for part time and job sharing opportunities.
- k. Flexible Work Schedules: Flexible work schedules are governed by 5 U.S.C. 6120 – 6133. They are schedules in which an employee may vary the length of their work day and/or work weeks. Employees on flexible work schedules may earn and use credit hours. Flexible work schedules include Variable Day, Variable Week, MaxiFlex and Credit Hours.

6. CRITERIA FOR MODIFICATION OR RESTRICTION OF ALTERNATE WORK

SCHEDULES: Modifications or restrictions of the use of Alternate Work Schedules by an individual bargaining unit employees shall be based on one or more of the following:

- a. Emergencies, or through consultation with the employee due to a temporary work function (with the employee's consent);
- b. Placement on leave restriction (if a modification/restriction would address the reasons for being placed on leave restriction);

- c. Abuse of Flexitour or other Alternate Work Schedules, meaning misconduct of a serious nature during the scheduled work day that would be addressed by a modification, removal, or restriction of the AWS;
- d. Temporary suspension of the employee's participation in the Flexitour or other Alternate Work Schedules program for formal training;
- e. New employees (normally those with less than 1 year of service in that position) needing close supervision for the initial training required to understand and perform the duties of the position; and
- f. Employees with serious deficiencies in the performance of their primary tasks over a period of at least one month, to the extent that the level of their performance would constitute grounds for an unsatisfactory performance rating (or placement on a Performance Improvement Plan), for whom the deficiency would be addressed by a temporary modification, removal, or restriction of the AWS.

ARTICLE 27
SECOND SHIFT AND NIGHT SHIFT

1. **NOTIFICATION AND NEGOTIATION:** If the Employer proposes to institute a second or night shift in addition to the standard work week addressed in Article 25, the Employer will notify the Union in accordance with Article 12 (Negotiations). The proposal shall specify the hours of work and available schedules (e.g., regular 8 hour, 4/10 compressed work schedule, etc.) that the Employer wishes to institute. The Union shall be given the opportunity to request negotiations as appropriate.
2. **NEW EMPLOYEES:** In each office that has a second or night shift, or which has decided to institute such a shift, job offer letters for openings on said shift(s) must specify the tour of duty, including the possible hours of work (e.g., “Please take into consideration that shift work is a requirement of your employment as a Passport Specialist. You are being hired to work the evening shift where the tour of duty is 4:15PM to 1:00AM”). The Employer will send a monthly e-mail listing of all new bargaining unit employees to the Union President, in accordance with Article 10, Section 3. Upon request, the Employer will e-mail a scanned copy of any new bargaining unit employee’s job offer letter to the Union.
3. **ASSIGNING EMPLOYEES TO THE SECOND OR NIGHT SHIFT:**
 - a. Moving from Day Shift to Second or Night Shift: When first instituting a second or night shift, the Employer will solicit volunteers for the second or night shift during an open season at least 4 weeks in duration and at least 4 weeks prior to the institution of the second or night shift.
 - b. Offices that already have a second or night shift will maintain a register of bargaining unit employees interested in moving to the second or night shift. Employees on the register will be rank-ordered by seniority in Passport Services and will be assigned to the second or night shift when the Employer decides to fill an opening.
 - i. Before reassigning any bargaining unit employee to the second or night shift, the Employer will first check with the employee to confirm that he/she is still interested in moving to the second or night shift.
 - ii. If there are more volunteers than openings, and two or more volunteers have the same seniority, the Employer shall use a random method (e.g., coin flip) to break the tie. A Union representative shall witness the tie breaker unless no Union representative is available at an agency (in that event, either a Union designee or the affected bargaining unit employees shall witness the tie breaker).
 - c. If the second shift or night shift is not fully staffed by volunteers, the Employer may fill any vacancies by hiring new employees.
 - d. The Parties recognize there may be occasion when the Employer decides to fill an opening on a shift through means other than reassignment (e.g., hiring new employees). These actions will be taken consistent with the Merit System Principles of 5 U.S.C. 2301. Before the Employer decides to fill an opening by means other than reassignment, the Employer will notify the Union.
4. **MOVING FROM SECOND OR NIGHT SHIFT TO DAY SHIFT:**

- a. Employees on the register will be rank-ordered by seniority in Passport Services and will be assigned to the day shift when the Employer decides to fill an opening. The Parties recognize there may be the rare occasion when the Employer decides to fill an opening on a shift through means other than reassignment (e.g., hiring new employees). These rare actions will be taken consistent with the Merit System Principles of 5 U.S.C. 2301. Before the Employer decides to fill an opening by means other than reassignment, the Employer will notify the Union.
 - i. Before reassigning any bargaining unit employee to the day shift, the Employer will first check with the employee to confirm that he/she is still interested in moving to the day shift.
 - ii. If there are more volunteers than openings, and two or more volunteers have the same seniority, the Employer shall use a random method (e.g., coin flip) to break the tie. A Union representative shall witness the tie breaker unless no Union representative is available at an agency (in that event, either a Union designee or the affected bargaining unit employees shall witness the tie breaker).
- b. The Employer may temporarily move an individual bargaining unit employee from a second shift or night shift to the day shift in order to address any one or more of the following circumstances:
 - i. Emergencies.
 - ii. Temporary work functions or requirements (with the consent of the employee).
 - iii. Training that cannot be accomplished during the second shift or night shift.
 - iv. Employees with deficiencies in their performance that can only be addressed through closer supervision and direction provided on the day shift.
- c. Barring an emergency situation, bargaining unit employees will be given at least 2 weeks advance notice of the schedule change.
- d. The Employer may temporarily move an individual bargaining unit employee from day shift to a second or night shift in order to address an emergency.

5. MEDICAL/EMPLOYEE REQUESTS:

- a. At any time, a bargaining unit employee may request to be moved to another shift for medical reasons. The Employer may require medical documentation to verify the request.
- b. A bargaining unit employee may also request to temporarily change shifts if he/she has a justifiable reason. The bargaining unit employee will provide all necessary information and/or supporting documentation. The Employer will decide such requests fairly and impartially, on a case-by-case basis (to include space/desk availability). The bargaining unit employee should not presume that the request will be approved.

6. ASSIGNMENT OF TRANSFERS TO A TOUR OF DUTY: A bargaining unit employee transferring from one Passport Services office to another will be informed, prior to the approval of

the transfer, which shifts have openings. Notwithstanding any other provisions of this Article, a bargaining unit employee transferring from another agency will not be given preference over bargaining unit employees already on a register seeking to move off a current shift at the agency where transfer is sought.

7. AWS ON SECOND OR NIGHT SHIFT: AWS will be available on the night/second shift if bargained locally. Local AWS options and procedures for second/night shifts must be in conformance with Article 26 of this Master Agreement.
8. SHIFT WORK: The requirements, objectives and mission are the same for all shift work.

ARTICLE 28
OVERTIME

1. **EMPLOYEE ASSIGNMENT**: The Employer will make a reasonable effort to assign overtime work to bargaining unit employees performing the task(s) during the workday. The supervisor will seek to equitably rotate overtime among bargaining unit employees who perform those duties during normal duty hours.

Bargaining unit employees are expected to meet their normal performance standards while performing overtime. Bargaining unit employees who do not consistently meet these standards while on overtime may be denied future overtime. A bargaining unit employee who is on leave restriction may be denied overtime.

2. **DISTRIBUTION OF VOLUNTARY OVERTIME**: All eligible bargaining unit employees shall have an equal opportunity to share in the voluntary overtime, unless an employee indicates unwillingness to perform overtime duties.
3. **PROCEDURES**: The Parties agree that all BUEs will adhere to their regular daily scheduled arrival and departure times and the hours of work they are scheduled to perform. With the exception of situations that could not be anticipated in advance, no overtime work will be performed without written authorization in advance from management. An employee is deemed to be officially “scheduled” to perform overtime work on a specific date and time as of the date that management signs the DS-3075 authorizing that work.
 - a. The Parties agree that all regular and irregular overtime work that can be anticipated prior to its performance must be authorized in writing in advance. Form DS-3075 will be completed by the employee and signed by both the employee and management prior to the performance of such overtime work. All regular overtime work in a pay period may be authorized on a single form. Form DS-3075 and instructions for its completion are contained in Addendum C of the FLSA Final Settlement Agreement and on the form itself.
 - b. The following information will be included in the authorization form:
 - i. date(s) and time(s) the overtime work is to be performed
 - i. the number of hours approved
 - ii. the type of work to be performed (e.g., outreach, adjudication, etc.)
 - iii. the type of overtime authorized (regular or irregular)
 - iv. the type of compensation requested and/or approved
 - v. the signatures of the employee and supervisor (and authorizing official when one is required)
 - vi. the date of the approval of the overtime work
 - c. The Parties agree that when a BUE has performed unanticipated, irregular overtime work, the employee must document that work on a DS-3075 when the work is completed and submit the form for review and approval by the supervisor no later than the close of business on the next day the employee reports for work at the agency.

- d. The Parties agree that an employee requesting a change in the dates or times of overtime hours already scheduled and approved via a DS-3075 must do so in writing in advance. That request can be in the form of an email to the supervisor requesting the change. Supervisory approval for such a change may also be in the form of an email.
- e. The Parties agree that the DS-3075 and the log in/out procedure described above replaces all agency processes and standard forms currently in use for the authorization, scheduling and recording of hours of overtime, other than existing productivity reporting requirements.

Nothing in this section alters the rights of BUE or non-BUE contained elsewhere in this Article.

- 4. MANDATORY OVERTIME: Prior to imposing mandatory overtime, the Employer will first seek eligible volunteers to perform needed overtime work. Management will exhaust voluntary overtime options prior to requiring mandatory overtime. The Employer will make every effort to offer scheduling options for mandatory overtime that minimize disruption of bargaining unit employees' personal lives. In the event a bargaining unit employee does not desire to work mandatory overtime, the Employer shall make an effort to accommodate the bargaining unit employee's request to be excused from mandatory overtime work, provided that another qualified employee, who normally performs the work, volunteers for and is available for the overtime. Overtime will not be required of a bargaining unit employee if he/she is not able to work for medical reasons, or if he/she has a justifiable reason.
- 5. COMPENSATION: A bargaining unit employee shall neither be compelled nor permitted to work overtime without compensatory time off or paid overtime in accordance with applicable laws and government-wide regulations. Bargaining unit employees shall be compensated for any partial hour worked in appropriate increments of fifteen (15) minutes.
- 6. NOTIFICATION: Except in emergency situations, bargaining unit employees who are required to perform overtime duty will be notified they might be required to perform overtime duty at least two (2) work days prior to the time overtime duty is to commence.
- 7. MEAL PERIOD: Bargaining unit employees will have the option of taking an unpaid lunch break during overtime.
- 8. TRAVEL: Management will normally schedule TDY travel (e.g. all travel other than a permanent change in duty station) during a bargaining unit employee's regular work hours.
- 9. OVERTIME PAY: Overtime pay shall be paid in a timely manner, normally no more than one (1) pay period after the overtime is worked.
- 10. RECORDS OF OVERTIME WORK: The Employer agrees that records of overtime work will be maintained by the Employer and that such records will be made available to the Union upon request in connection with a possible complaint or a grievance.
- 11. SIGN-IN/SIGN-OUT PROCEDURE: The Parties agree to the implementation of an electronic daily log in/out procedure using a desktop application developed by CA for all FLSA non-exempt bargaining unit employees represented by NFFE Local 1998. This will be the method for employees to verify the beginning and end of the current workday. Employees will also use this system to sign in and out when taking their lunch break and/or any approved leave taken for a portion of the workday (i.e., leave taken mid-day). Starting/ending times for duty and non-duty

time will be provided solely by the employee, and selected from a drop-down list (5-minute increments). At the end of the workday, employees will ensure that any incomplete time entries for that day are completed and certify the accuracy of the times entered. Employees will not receive additional “non-productive time” to perform this function. It is expected that the electronic procedure will not be implemented for at least six months from the date of 2016 FLSA settlement, with full implementation completed within two years. Therefore, until the electronic method can be implemented, the Parties agree to the implementation of physical log book(s) maintained at centrally-located spaces within the office for employees to log in and out. Each log book will be used by no more than 20 employees and will be in a location designated by management near the primary workstation of those employees. Employees signing physical log books will receive an additional 45 minutes of non-productive time each week to fulfill this function. How and when that non-productive time is earned is set forth in Addendum A to the FLSA Final Settlement Agreement, as are the instructions for entering the same into the MIS system for those using MIS. BUEs who are not performing MIS measurable duties still earn the non-productive time. Addendum A to the FLSA Final Settlement Agreement is included as an appendix to this Master Agreement.

12. Management will review sign in/out logs weekly to ensure that employees are properly compensated for all hours of work performed in accordance with the FLSA and the terms of the 2016 FLSA settlement. Employees whose entries reflect work performed in excess of their tour of duty hours will be compensated in accordance with the FLSA.

ARTICLE 29
PREMIUM PAY

1. **FLSA OVERTIME**: Bargaining unit employees covered by the provisions of the Fair Labor Standards Act (FLSA) who, with the approval (scheduled) or knowledge (suffered or permitted) of their supervisors, perform work for more than 8 hours in a day or 40 hours in a week (or in excess of their regular daily or weekly tour of duty if they are on a compressed schedule) shall be compensated for that overtime.

Requests for overtime will be documented by the authorizing official (either approving or disapproving). Bargaining unit employees will be granted overtime pay unless they request or accept in writing compensatory time off in lieu of overtime pay for irregular or occasional overtime work. No coercion shall be used to force a bargaining unit employee to request compensatory time off rather than overtime pay, or vice versa. However, supervisors may offer irregular or occasional voluntary overtime opportunities to be compensated by compensatory time off only, if that fact is made clear before an employee volunteers.

Bargaining unit employees on flexible work schedules may be granted compensatory time off in lieu of overtime payment for any overtime work, whether or not it was irregular or occasional in nature. If compensatory time off is not requested or taken within 26 pay periods, the employee must be paid for the overtime worked at the rate in effect when the overtime hours were worked. All compensatory time earned and used must be recorded in the Department's payroll system.

2. **HOLIDAY PAY**: Subject to the maximum rate limitations of Title 5, U.S.C., or other legal or regulatory limitations, bargaining unit employees who perform non-overtime work during regular duty hours on a statutory Federal holiday are entitled to pay at their regular hourly rate of pay plus premium pay at a rate equal to their rate of basic pay for that holiday work that is not in excess of the employee's regular work schedule for that day. For any overtime hours worked outside the regular tour of duty, a bargaining unit employee is entitled to overtime pay or compensatory time off, as outlined in the above paragraphs.
3. **SHIFT DIFFERENTIAL PAY**: General Schedule employees working a night shift (second shift, third shift, etc.) receive a ten percent differential of their rate of basic pay when they perform regularly scheduled night work between the hours of 6:00 PM and 6:00 AM. General Schedule employees regularly scheduled on a night shift are also eligible for this night differential when participating in certain training in accordance with 5 CFR 410.402(b), when excused from work on a holiday or other non-workdays, and while on official travel status. For General Schedule employees, night shift differentials are paid in addition to overtime, Sunday or holiday pay, but are not included in the rate of base pay used to compute these payments.

ARTICLE 30
DUTY OFFICER PROGRAM

1. **PURPOSE:** The Parties support the Duty Officer Program as a means of assisting U.S. citizens with urgent passport problems which arise outside of the normal working hours of Passport Services. Passport Specialists may be required to serve as after-hour duty officers on a rotational basis.

The Employer will take steps to limit duty officer cases to extraordinary circumstances (not for the traveler's personal convenience). Employees who determine that a Duty Officer case did not fit this criteria or could have waited until the next regular work day shall make their adjudicative decision and report the concern back to local Management the following business day.

2. **SCHEDULE:** Management will ask qualified individuals, including managers and supervisors, to volunteer for the duty officer assignment. Notwithstanding any current local practice, the Duty Officer Schedule and rotation will be determined locally through Union/Management negotiation. The Parties shall strive to see that the duty officer assignments are equitable and do not place an undue burden on any one individual. Consideration should be given to those with medical issues, approved leave or other unusual circumstances. Previously approved leave will not normally be rescinded as a result of the duty officer program. While on duty if the officer on call is unable to come to work during regular working hours due to illness, a replacement will cover the officer's tour of duty until the scheduled officer can resume duty.

The Employer will consider the number of bargaining unit employees available at a particular location to staff a duty officer rotation. Where the number of bargaining unit employees is insufficient for a workable rotation, Management will consider limiting the duty officer program to specific periods when BUE need to be included and will consider whether BUE will be included at all.

3. **EXCUSAL FROM DUTY:** Bargaining unit employees shall be relieved of performing Duty Officer duties if other qualified employees volunteer for the task. Employees on 33% or greater audit will be excused from the Duty Officer Program in order to focus on their regular assignments. A bargaining unit employee may request excusal from the Duty Officer assignment for legitimate medical reasons. A doctor's note may be required if the justification provided is not adequate. A bargaining unit employee may also request excusal for other justifiable reasons (e.g., religious concern, personal emergency, out on furloughs) by providing notice to Management (an email is acceptable) to the extent practical.
4. **COMMUNICATION DEVICES:** Primary duty officers in the field offices shall be issued Department cell phones to be used to pay for outgoing duty officer calls. Although the Department issued phones will be the primary contact number used to reach the officer on duty, an alternative number is required to be listed on the weekly schedule to reach the duty officer as needed. The alternative number will not be provided to the applicant by the Employer/national duty officer.
5. **MINIMUM PAYMENT:** A minimum of two hours overtime pay will be authorized when a bargaining unit employee must go to the office during off-hours for duty officer cases. Overtime pay is authorized when a bargaining unit employee receives or makes duty officer calls at home. Such compensation will be paid in accordance with 5 CFR 550.112 and 5 CFR 551.431 and other applicable laws and regulations.

6. SECOND EMPLOYEE: A minimum of two hours overtime pay will also be authorized for a second employee to accompany the duty officer when the duty officer would otherwise be required to be alone in the agency. The second employee will not be required to carry a cell phone and would only receive overtime pay upon the request for assistance by the primary duty officer.
7. MILEAGE AND PUBLIC TRANSPORTATION: Reimbursement for mileage or public transportation will be authorized for duty officers, in accordance with Departmental policies and procedures on local travel (6 FAM).
8. TAXI CABS: A duty officer may claim reimbursement for taxi fares when used between his/her home and the office when he/she is dependent on public transportation and his/her travel is during hours of infrequently scheduled public transportation or darkness (6 FAM 1933.1).
9. MEALS: Duty officers will not be precluded from taking an unpaid meal break during the first six hours of the duty officer assignment while in pay status. Duty officers needing to consume items on a regular schedule for medical reasons will be allowed to continue that schedule.
10. TRAINING AND ACCESS: Management is responsible for providing sufficient training to bargaining unit employees selected as Duty Officers such that they are able to successfully perform the duties of the role. If a bargaining unit employee is assigned to be a Duty Officer but has not received sufficient training, any deficiencies in that employee's performance caused by that lack of training shall not have a negative impact on the employee's performance rating.

Management is responsible for ensuring that Duty Officers have the devices/tools (e.g., cards, keys, combinations) necessary for access to the building and performance of their duties (e.g., obtaining blank passport books). If a bargaining unit employee is assigned to be the Duty Officer but has not been given the means to access the building or perform the duties, then that bargaining unit employee's inability to perform the duties resulting from the lack of access shall not have a negative impact on the employee's performance rating.

11. SAFETY: Management will ensure that adequate protection, including sufficient numbers of trained guards, are available for the safety of employees serving as Duty Officers. Bargaining unit employees will not be expected to be alone with passport applicants after hours or on the weekends. Duty officer safety concerns are an appropriate topic at local UMC meetings.
12. FATIGUE: Employees who work a duty officer assignment later than 10pm will be approved annual leave or previously accrued comp time for the next morning upon request. The previous night's work would not yet be considered accrued comp time or overtime.
13. NATIONAL DUTY OFFICER PROGRAM: Bargaining unit employee participation in the National Duty Officer Program is currently on a voluntary basis. If the Employer seeks to make mandatory assignments of bargaining unit employees to the National Duty Officer Program, the Employer shall notify the Union President and negotiate as appropriate, in accordance with Article 12.

ARTICLE 31
LEAVE

1. ANNUAL LEAVE:

- a. The use of annual leave, as provided by applicable law, is a right; however, the scheduling of annual leave is granted subject to the needs of the Employer.
- b. The Employer has the primary responsibility for scheduling and approving leave. It is the responsibility of supervisors and bargaining unit employees to consult so that leave may be scheduled fairly and equitably and to avoid forfeiture of annual leave. Bargaining unit employees are encouraged to schedule several weeks (not necessarily consecutive) of available annual leave every year in order to allow for rest and recreation away from the worksite, so as to avoid forfeiture of annual leave at the end of the leave year. Leave for vacations should be requested as early in the year as possible so supervisors can set the schedule. This does not prevent bargaining unit employees from requesting leave at other times of the year.
- c. Except when it would interfere with the mission, the Employer will schedule work assignments and annual leave so that each employee who desires and who has sufficient leave may take a vacation. Reasonable efforts consistent with the needs of the Employer and equity to other employees will be made to satisfy the desires of employees with respect to requests for more than two consecutive weeks. When annual leave has been scheduled and approved, a bargaining unit employee shall not be required to change the date of leave except when required by an emergency.
- d. Where a bargaining unit employee requests in advance the desired times for annual leave, the Employer will inform the employee normally within one (1) week, but no more than two (2) weeks, that a leave request has been approved or denied. The Union and Management at the local office level may negotiate and set policies for leave procedures not in conflict with this Master Agreement, including establishing uniform cut-off dates for leave requests. Current local policies shall continue unless and until local level negotiations (in accordance with Article 12) result in a change.
- e. In instances where multiple employees submit annual leave requests for the same time period within one day of each other for the same time period, such as when an office has a cutoff date for the submission of leave requests, then leave for that period shall be granted to the employee with the most seniority based on service computation date. However, this rule shall not allow the senior employee to take leave during the same two calendar month period (e.g., November and December) more than two (2) years in succession if other employees, of less seniority, who have requested leave during the same period, would be denied leave at that time.
- f. Requests for annual leave for emergency or unforeseen reasons will be considered on an individual basis. However, the approval of leave cannot be presumed by a bargaining unit employee. In an emergency which could not be anticipated in advance, the bargaining unit employee must contact his/her supervisor or the supervisor's designated representative, either in person or by phone, as early as possible, but normally within two hours after the start of his/her shift on the first day of absence and request the use of annual leave. If neither the supervisor nor the designated representative is available or answers the phone

to approve the leave request, the employee must leave a message with the telephone number where he/she can be reached. In cases where the bargaining unit employee's record establishes a pattern of emergency leave usage, failure to obtain the supervisor's permission may result in an employee's absence being charged to absence without leave (AWOL) and disciplinary or other administrative action taken as the circumstances may warrant.

- g. Forfeited annual leave which had been scheduled and approved in advance shall be restored to the bargaining unit employee if he/she is unable to use the leave, and if the leave could not be rescheduled, prior to the end of the leave year because of exigencies of the public business, documented sickness of the employee during scheduled annual leave, or an administrative error. The request for the restoration of forfeited leave must be requested in writing and approved by an authorized official. The leave must have been approved prior to the end of Pay Period 23.
- h. The Parties recognize that decisions on whether exigencies exist which preclude the use of scheduled and approved annual leave are made by the Executive Director, Bureau of Consular Affairs. Grievances over a refusal to restore leave in such cases will proceed immediately to a Step 2 Grievance and, if those steps are unsuccessful in resolving the dispute, may proceed to arbitration under Article 22.

2. SICK LEAVE:

- a. Sick leave shall be granted to bargaining unit employees for any of the following reasons:
 - i. When the employee is incapacitated for the performance of duty by physical or mental illness, injury, pregnancy, or childbirth.
 - ii. For medical, dental, or optical examination or treatment.
 - iii. To provide general family care or care for a family member with a serious health condition, or for bereavement purposes.
 - iv. When the health authorities having jurisdiction or a health care provider determines that the employee would jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease.
 - v. To provide care for a family member who, as determined by the health authorities having jurisdiction or by a health provider, would jeopardize the health of others by that family member's presence in the community because of exposure to a communicable disease;
 - vi. When an employee must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed. An agency may request administratively acceptable evidence for absences related to adoption. Adoptive parents who choose to be absent from work to bond with or care for a healthy adopted child may not use sick leave for this purpose. Parents may use annual leave or leave without pay for these purposes.
 - vii. Any other reason listed in 3 FAM/FAH 3420 and 5 CFR 630.401(a).

- b. A bargaining unit employee who is absent because of illness will notify the appropriate supervisor as early as practicable on the first day of the illness, normally within two (2) hours after the employee is scheduled to report to work, and keep the supervisor advised regularly as to when the employee expects to return to duty. If neither the supervisor nor the designated representative is available or answers the phone to approve the leave request, the employee must leave a message with the telephone number where he/she can be reached. It is understood that in extenuating circumstances, an emergency situation may preclude an employee from this reporting requirement. Consideration will be given to an employee if the nature of the illness precludes such personal notification. Upon an employee's return to the office, an OPM Form 71 must be submitted for record-keeping purposes even if verbal approval had previously been given. Except in emergencies, employees requesting the use of sick leave after arriving at the office will provide an OPM Form 71 prior to departing the office.
- c. Requests for sick leave for routine medical, dental or optical examinations or treatment will be submitted for approval prior to the beginning of leave. Where practical, these appointments should normally be scheduled early or late in the workday to minimize the amount of leave required.
- d. Bargaining unit employees shall not be required to furnish a medical certificate to substantiate requests for approval of sick leave unless:
 - i. An absence exceeds three (3) work days; or
 - ii. The employee has been placed on leave restriction; or
 - iii. When the employee has established an unusual and questionable pattern of sick leave usage or there is reasonable, credible evidence that questions the validity of the claim to leave. Failure of the employee to submit an acceptable medical certificate or to provide an acceptable reason for the lack of one may result in the absence being charged to AWOL and appropriate disciplinary action initiated.
- e. Subject to law and regulations (see 3 FAM/FAH 3420), up to 240 hours of sick leave may be advanced to an employee who is incapacitated for the performance of his or her duties by physical or mental illness, injury, pregnancy, or childbirth; for a serious health condition of the employee or a family member; when the employee would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; for purposes relating to the adoption of a child; or for the care of a covered service member with a serious injury or illness, provided the employee is exercising his or her entitlement under provisions of the Family and Medical Leave Act (5 U.S.C. 6382(1)(3)). Up to 104 hours of sick leave may be advanced to a full-time employee when he or she attends to a family member receiving medical, dental, or optical examination or treatment; to provide care for a family member who is incapacitated by a medical or mental condition or to attend to a family member receiving medical, dental, or optical examination or treatment; to provide care for a family member who would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by that family member's presence in the community because of exposure to a communicable disease; or to make arrangements necessitated by the death of a family member or to attend the funeral of a family member. Up to 240 hours of sick leave may be advanced per serious illness. Employees may not have more than 240 hours of sick leave advanced at any one time. Applications for advanced sick leave must be supported by a

medical certificate signed by a physician or practitioner. Advance of sick leave is contingent upon the reasonable expectation that the employee will return to work upon recovery. Sick leave is advanced with the understanding that future absences due to illness must be charged to annual leave or LWOP until the total sick leave advance has been liquidated, except as provided in 3 FAM 3428.1.

3. LEAVE FOR FAMILY CARE PURPOSES:

- a. In accordance with legal and regulatory authorities (see 3 FAM/FAH 3420), accrued sick leave will be granted for up to (104 hours) each leave year for the following:
 - i. To provide care for a family member who is incapacitated by a medical or mental condition or attend to a family member receiving medical, dental, or optical examination or treatment; or
 - ii. To make arrangements necessitated by the death of a family member or attend the funeral of a family member, or
 - iii. To provide care for a family member who, as determined by health authorities having jurisdiction or by a health provider, would jeopardize the health of others by that family member's presence in the community because of exposure to a communicable disease.
- b. A total of 480 hours (including the 104 hours above) of sick leave per leave year are allowed to care for a family member with a serious health condition. Maximum hours are prorated for part-time employees (see 3 FAM/FAH 3420).

For the purposes of this subsection, the definition of a family member includes the following relatives of the employee: spouse and parents of a spouse; children, including , step, or foster children, and their spouses; parents and their spouses; brothers and sisters and their spouses; grandparents and grandchildren and their spouses; same sex or opposite sex domestic partners and their parents, including the domestic partners of those individuals listed above; and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. (See 3 FAM 3422 for expanded definitions of family members.)

- c. Per the Family & Medical Leave Act (PL-103-03 – 5 U.S.C. 6382 [see 3 FAM 3530]), eligible employees may use up to 12 administrative workweeks of unpaid leave during any 12 month period for the following:
 - i. The birth of a son or daughter of the employee and in order to care for such son or daughter;
 - ii. The placement of a son or daughter with the employee for adoption or foster care;
 - iii. In order to care for the employee's spouse, son, daughter, or parent with a serious health condition; and/or
 - iv. Because of a serious health condition that makes the employee unable to perform the functions of his/her position.
 - v. Any exigency arising out of the fact that the employee's spouse, son, daughter, or parents is a covered military member on covered active duty (or has been notified

of an impending call or order to covered active duty) in the Armed Forces (see definitions of qualifying exigencies in 5 CFR 630.1204).

- d. A bargaining unit employee must invoke entitlement to Family and Medical Leave as soon as possible (normally 30 days in advance if the absence is foreseeable), and in most cases, provide the Employer with his/her request and acceptable medical certification from the health care provider in accordance with the Act (see 3 FAM 3530) in advance of his/her intent to take the leave. A bargaining unit employee may substitute annual or sick leave in lieu of the unpaid leave. A bargaining unit employee is not eligible if he/she holds a temporary appointment of one year or less, is an intermittent employee, or he/she has less than one year of qualifying Federal service, cumulatively, with the government.
 - e. A bargaining unit employee may substitute annual or sick leave, in lieu of the unpaid leave.
 - f. Following the use of the 12-week FMLA entitlement, employees may be granted additional leave providing the issue giving rise to the request for additional leave is consistent with the provision of the FMLA. In addition, the Agency in conjunction with DRAD will consider requests for other temporary accommodations (consistent with the Agency's needs, the employee's needs and law and regulation).
4. ADOPTION: Provisions for leave under this Article or under applicable regulations (see 3 FAM/FAH 3420) will apply to bargaining unit employees who become adoptive parents.
5. MILITARY LEAVE: As provided by 5 USC 6323, permanent or temporary indefinite employees earn fifteen (15) days of military leave per fiscal year for active duty, inactive duty training, or engaging in training as a Reserve of the armed forces or member of the National Guard. All full-time career employees and limited appointees whose appointments are for one year or more are entitled to military leave when official orders and a completed leave slip are presented to the leave-approving officer as appropriate. Military leave is prorated for part-time career employees and employees on an uncommon tour of duty. To the extent it is not used, military leave accumulates for use in the succeeding fiscal year until it totals fifteen (15) days at the beginning of the fiscal year.

Except as provided in 5 USC 6323, a bargaining unit employee may carry over a maximum of 15 days into the next fiscal year, not to exceed a total of thirty (30) workdays in a fiscal year. In addition, twenty-two (22) workdays of military leave per calendar year shall be authorized for emergency duty as ordered by the President or State governor. This may be for law enforcement or protection of life and property.

If a bargaining unit employee is called to active duty as a member of the National Guard or Reserves, he/she will be granted military leave, annual leave or LWOP as requested and those granted such leave in such circumstances will suffer no adverse effect on his/her pay, time, performance or efficiency rating. Bargaining unit employees shall submit a completed leave slip: submission of a copy of orders is not required beforehand, though it is required upon return to duty. However, the employee should give as much advanced notice of military duty as possible.

6. ADMINISTRATIVE LEAVE OR EXCUSED ABSENCE: Administrative leave shall be granted to bargaining unit employees for a number of purposes, including participation in such civic

activities as blood donations, Federally recognized civil defense drills (not to exceed 40 hours in any calendar year). Administrative leave may also be granted for voting.

- a. An employee will generally be granted up to seven (7) days of administrative leave each calendar year to serve as a bone-marrow donor and up to thirty (30) days of administrative leave each calendar year to serve as an organ donor.
- b. Funeral Leave for Veterans Participating in a Funeral Ceremony.
- c. A veteran of a war, or of a campaign or expedition for which a campaign badge has been authorized, or a member of an honor or ceremonial group of an organization of those veterans, may be excused from duty without loss of pay or charge to leave for up to 4 hours of excused absence to serve as a pallbearer, member of a firing squad, or guard of honor in a funeral ceremony for a member of the Armed Forces whose remains are returned from abroad.
- d. Administrative leave also shall be granted to bargaining unit employees for attendance at conferences and conventions when it is determined that attendance will serve the best interest of the Federal Service.
- e. Administrative leave may also be granted when the activity shuts down due to circumstances beyond Management's control for a short period of time. Instances involving a threat or potential threat to safety and health, such as civil unrest or riots, along with snow storms, floods, lack of heat or electricity and similar events are examples of situations when this type of leave may be appropriate.
- f. When there is a Department-wide or Passport Services-wide notice granting early release of employees (usually around the Thanksgiving or the Christmas holidays) local Management will determine (based upon workload demands and staffing issues) the number of employees required to remain as part of the "skeleton crew." These "skeleton crew" employees will receive excused absence in the amount equal to the number of hours received by fellow employees.

Where the Employer seeks to change any past practice regarding the granting of administrative leave, the procedures in Article 12 shall be followed.

7. HOLIDAYS: Bargaining unit employees shall be granted all holidays given to Federal employees by statute and shall also receive holidays granted through Executive Order. If the holiday falls on a non-workday, the holiday will be observed according to the provisions of 3 FAM 2338.2 and 2338.3.
8. LEAVE WITHOUT PAY: Bargaining unit employees who do not have leave to their credit and wish to take leave for emergencies or other necessities may request leave without pay. Eligibility for leave without pay is not dependent on a specific length of service, and may be authorized whether or not the employee has annual leave to his/her credit. Advanced sick leave or advanced annual leave will be considered in accordance with OPM regulations. Leave without pay shall be granted upon request to disabled veterans needing medical treatment, and to reservists and National Guard personnel for military training duties officially ordered by the reservist's unit and for which military leave is not available. The responsible official will consider granting emergency annual leave requests and consider emergency requests for leave without pay brought about by unexpected changes in child care arrangements. Leave without pay may also be granted on an extended basis for educational purposes, while awaiting action on a disability retirement or Official Workers Compensation (OWCP) claim, while serving as an officer or representative of the Union, and for other reasons.

9. COURT LEAVE: In every instance the Employer will allow the bargaining unit employees to fulfill the citizenship duties of jury duty, and to serve as a witness in a judicial proceeding in which the Federal, state or local government is a party. Court leave is not charged to employee accrued leave.
10. LEAVE USAGE: Leave usage shall be charged in increments of fifteen (15) minutes.
11. TARDINESS: Supervisors shall have the option to excuse infrequent absences and tardiness of less than an hour on the part of individual bargaining unit employees. Each case shall be considered on its merits and no bargaining unit employee shall receive disparate treatment in excusing such tardiness.
12. SICK LEAVE RESTRICTION: Leave restriction is a non-disciplinary action designed to assist the employee to overcome his/her inability to manage leave. In this regard, the Employer will make every effort to assist bargaining unit employees who have established a pattern of leave misuse/abuse. The Employer recognizes that leave use is not synonymous with leave abuse.

When a supervisor determines that a bargaining unit employee has established a leave pattern that indicates possible misuse or abuse, the supervisor will counsel the employee and assist him/her in developing methods for reducing leave usage. It is understood that no single leave usage will be controlling in establishing or supporting a pattern of alleged leave abuse. In addition, the supervisor will notify the employee verbally and in writing and when appropriate, establish a date for expected improvement. If the employee fails to improve, the supervisor will request the issuance of a letter of leave restriction. Noncompliance with the letter of leave restriction may result in disciplinary action.

Leave restriction will be imposed for a period of six months with a supervisory review after three months. If there is significant improvement the employee may be removed from leave restriction and he/she will be notified in writing. Continued abuse, however, will result in a recommendation for disciplinary action.

When circumstances permit, requests for sick leave must be submitted to the official authorized to grant leave in advance of the absence. Permission for leave for nonemergency medical, dental, or optical examination or treatment must be obtained from the leave approving official at least two (2) days in advance before an employee takes sick leave.

When it is not possible to request two (2) days in advance, the supervisor will fully consider the circumstances of the particular case before making a decision on the request.

13. ABUSE OF UNSCHEDULED ANNUAL LEAVE: When the Employer has determined that a bargaining unit employee has established a pattern of frequently calling in to report that for personal reasons they are unable to report to work, or report to work on time, or have developed a pattern of this behavior, the Employer will inform the employee that future requests for unscheduled annual leave may be denied and AWOL charged.
14. SHARED LEAVE PROGRAMS: Subject to law and regulations, a bargaining unit employee who has a medical emergency, or who has a family member with a medical emergency, that is likely to require an employee's absence from duty for a prolonged period of time and to result in a substantial loss of income to the employee because of the unavailability of paid sick and annual leave, may apply to become a leave recipient for the transfer of unused accrued annual leave from

donating employees. The absence from duty without available leave because of the medical emergency must be or must be expected to be at least twenty-four (24) hours for a full-time employee or 30% of the average number of hours in a part-time employee's biweekly schedule.

The definition of *family member* covers a wide range of relationships, including spouse; parents; parents-in-law; children; brothers; sisters; grandparents; grandchildren; step parents; step children; foster parents; foster children; guardianship relationships; same sex and opposite sex domestic partners; and spouses or domestic partners of the aforementioned, as applicable. The list of family members for whom an employee may request donated annual leave under the VLBP (as well as important associated definitions for the terms *son or daughter*, *parent*, *domestic partner*, and *committed relationship*) may be found in the fact sheet on [Definitions Related to Family Member and Immediate Relative for Leave Purposes](#).

- a. The Voluntary Leave Transfer Program (VLTP) allows employees to donate unused accrued annual leave to a specific individual. In a single leave year, a donor may donate no more than one-half of the annual leave he/she would be entitled to accrue in the current leave year. A donor projected to lose annual leave at the end of the leave year may donate no more than the lesser of 1) one-half of the amount of annual leave he or she would be entitled to accrue in the current leave year or 2) the number of hours for which the employee is scheduled to work that actually are remaining in the leave year. Donors may make donations as often as they wish within the limits set forth in the regulations.

Management shall use memoranda, notices or other means to inform colleagues of the participation in the program by the leave recipient. The recipient's name may not be used in such publicity unless he/she has requested that it be used. A potential donor responding to publicity must be given the name however, since donations must be designated for a specific employee.

Application forms to become a leave recipient (DS-1861) or a leave donor (DS-1862) for the Department's Voluntary Leave Transfer Program are available on the Department's website.

- b. The Voluntary Leave Bank Program (VLBP) is a pooled fund of annual and restored annual leave. Contributors donate leave to the Bank and recipients draw leave out of the Bank. The VLBP is operated by the Voluntary Leave Bank Board which determines how much donated annual leave an employee may receive from the Bank. The Board will provide timely written notification of approval or disapproval to an application for leave. If the Leave Bank Board disapproves an application, the notification must include the reason for disapproval.

To become and remain a Leave Bank member, an employee must contribute a minimum amount of annual leave to the Leave Bank during the annual open enrollment period or within 60 days of the employee's entrance on duty or return from an extended absence. The leave contribution will be collected annually unless the member cancels their membership or chooses to opt out. Only Leave Bank members may be recipients.

A Leave Bank member may contribute additional annual leave at any time. An employee who is not a leave bank member may also contribute leave at any time. Contribution limitations are the same as the VLTP but may be waived by the Leave Bank Board by request.

An employee may participate concurrently in the Voluntary Leave Bank Program (VLBP) and the Voluntary Leave Transfer Program (VLTP). Enrolling as a VLBP member or donating annual leave without membership (either to the Bank or to a specific individual) can be done online through the Department of State's Intranet on the HR Online page.

Management officials administering the program shall do so fairly and equitably.

No employee or Management official may intimidate, threaten, or coerce any other employee or Management official with respect to donating, receiving or using annual leave.

Information concerning individual leave recipients and donors is not to be released to anyone who does not require it for the purposes of administering the leave transfer program.

15. OFFICE CLOSINGS: At all times bargaining unit employees are to presume that their office will be open, as scheduled. When appropriate Federal officials make decisions to close the Federal establishments within their jurisdiction, bargaining unit employees not required to be at their assigned work station or site or at another designated location, may be granted administrative leave or excused absence. The Employer will make reasonable efforts to notify bargaining unit employees how to be informed of an office closing by letting them know, for example, which radio station or TV channel will carry an announcement of office closures. When office closings exceed one workday, the Employer may further excuse bargaining unit employees consistent with applicable laws, rules and regulations. The Employer agrees to make a reasonable and responsible effort to monitor any ongoing threat to the safety and security of the employees during the work hours and to keep them informed of the situation as it changes (e.g., during poor weather or civil unrest).
16. UNION CONFERENCES: Subject to normal scheduling provisions and the requirements of Article 11, leave may be granted to Union representatives to attend Union conventions and conferences. Management agrees to place a priority on such leave requests.
17. LEAVE CALENDAR: The Employer agrees that in the interest of allowing bargaining unit employees to plan the use of leave in advance, and to ensure both fairness and the appearance of fairness in the granting of leave, the Employer will maintain a leave calendar accessible by bargaining unit employees. The calendar will identify which bargaining unit employee is absent on which date.
18. RELIGIOUS OBSERVANCES:
 - a. In order to meet the Employer's legal obligation under Title VII of the Civil Rights Act of 1964 to provide reasonable accommodation to employees for religious purposes, leave approving officials shall grant annual leave to permit bargaining unit employees to participate in their personal religious observances unless to do so would create an undue burden upon the Employer. Such absences will be charged to annual leave or to compensatory time or, if the employee has neither, to leave without pay.
 - b. To the extent that it does not interfere with the efficient accomplishment of the mission, a bargaining unit employee may, with the approval of the supervisor, elect to work compensatory overtime for the purpose of taking time off without charge to leave when personal religious beliefs require that an employee abstain from work during certain periods of the workday or workweek. The employee may work such compensatory overtime before or after the granting of compensatory time off.

- c. The premium pay provisions of Article 29 do not apply to compensatory work performed by an employee for this purpose.

ARTICLE 32
SAFETY, HEALTH AND SECURITY

1. **GOALS:** Safeguarding the lives and physical safety of all Agency staff is an important responsibility of the Employer. The Employer is committed to provide and maintain safe and healthful working conditions for employees in accordance with the following laws, rules and regulations:
 - a. The Occupational Safety and Health Act of 1970 (P.L. 91-596);
 - b. Executive Order 12196, Occupational Safety and Health Programs for Federal Employees, as amended;
 - c. Department of Labor Regulations on Federal Employee Occupational Safety and Health Program (29 CFR 1960);
 - d. Occupational Safety and Health General Industrial Standards and Interpretations (29 CFR 1910); and
 - e. Domestic Environmental and Safety Division (DESD) Environmental and Safety Guides.

2. **SAFETY AND HEALTH OFFICER:**
 - a. The Employer will appropriately designate a Safety and Health Officer and a Unit Security Officer at each major duty station. The Employer will publicize the names of the designated Safety and Health and Unit Security Officers.

 - b. The Union through its designated representative may request periodic meetings with the Safety and Health Officer and Unit Security Officer to discuss general matters of safety and health and security concern. At the periodic meetings or at any other time, the designated Union representative may recommend to the Employer:
 - i. Procedures for the Employer's consideration for use in emergency evacuation;
 - ii. Improvements in the workplace equipment or procedures that will reduce or eliminate risks of accidents or injuries;
 - ii. Improved methods or approaches to skill training that may result in greater safety to employees, thereby increasing efficiency and morale; and
 - iii. Procedures to improve the physical and personal safety of employees.

 - c. The Safety and Health and Unit Security Officers will advise the Agency/Office Director of problems raised in their periodic discussions with the designated Union representatives.

3. **REPORTING UNSAFE CONDITIONS:** The Employer shall encourage employees to work safely and to report any unsafe or unhealthful conditions to their immediate supervisors. When appropriate, the supervisors should report these conditions to the Safety and Health Officer and/or DESD to be investigated and corrected when deemed necessary.

4. **SAFETY INSPECTIONS:** The Employer shall conduct an annual safety inspection of all areas occupied by bargaining unit employees, and a designated Union representative shall have the right

to participate in the inspection on official time. When safety inspections are made pursuant to OSHA or other statutes, or Departmental regulations in areas where bargaining unit employees work, the Union will be notified and a Union representative may accompany the inspector or inspecting team. The Employer agrees to provide the Union with a copy of all reports of safety inspections. Upon request, the Employer agrees to provide the Union statistical summaries of accident reports.

5. EMPLOYEE RIGHTS: The bargaining unit employee has the right:
 - a. To have access to copies of the Department's safety standards and injury and illness statistics;
 - b. To comment on occupational safety and health standards which the Employer follows or proposes;
 - c. To report and request inspections of workplaces which the employee believes to be unsafe or unhealthful, without fear of coercion or reprisal; and
 - d. To appeal to the Director, DESD, or the Assistant Secretary for Administration if the employee disagrees with the final disposition by the Department concerning working conditions reported as unsafe or unhealthful.

6. ALLEGATIONS OF REPRISAL: No bargaining unit employee shall be subject to restraint, interference, coercion, discrimination, or reprisal because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to Section 19 of the Occupational Health and Safety Act of 1970 or to Executive Order 12196, or because such employee has participated in or is about to participate in any such proceeding, or because of the exercise by such employee on behalf of himself, herself, or others any right afforded by Section 19 of the Act or Executive Order 12196. These rights include, among others, the right of an employee to choose not to perform his or her assigned task because of a reasonable apprehension of health risk or serious injury coupled with a reasonable belief there is insufficient time to seek effective redress through established hazard and abatement procedures.

7. VIDEO DISPLAY TERMINAL: Operators will not be expected to work continuously at a terminal in excess of one hour periods. Operators are encouraged to briefly interrupt their video display terminal work (for example, by standing, stretching, etc.) at the end of every hour before resuming work. Approved breaks and lunch periods may also be used to interrupt the work periods.

8. ERGONOMIC PLANNING: The Employer agrees to work with the Domestic Environment and Safety Division (DESD) as well as the national or local level Union officials, as appropriate, to address ergonomic issues. Appropriate measures may include, but are not limited to:
 - a. Obtaining ergonomically "correct" equipment, devices, chairs, and floor surfaces;
 - b. DESD site visits (including consultation with local Union representatives);
 - c. Consulting with ergonomic experts;
 - d. Obtaining training for Employer officials, Union officials, and bargaining unit employees on ergonomic matters; and

- e. Distributing information on methods and techniques to avoid or reduce workplace injuries and strain in brochures, posters on the bulletin boards, and online resources.
9. RESTROOMS: In each major duty station where a move or major renovation is undertaken, the Employer will request that GSA (or building management) provide and maintain separate lavatory facilities for building employees versus the public, and shall inform the Union of the results. While it is understood that having separate facilities for employees is desirable for safety and convenience reasons, it is also understood that resource constraints, local regulations, and building occupancy arrangements cannot guarantee separate facilities.
 10. DRINKING WATER: Clean drinking water shall be accessible to bargaining unit employees. The Employer shall provide alternative water sources where there is a certifiable need.
 11. SAFETY OF THE EMPLOYEES: Management will take reasonable steps to ensure the safety of all employees, including those employees using private interviewing rooms or interviewing the public in the field. The Employer agrees to make a reasonable and responsible effort to monitor any ongoing threat to the safety and security of the employees during the work hours, and to keep them informed of the situation as it changes (e.g., during poor weather or civil unrest).

When the Employer determines that it is necessary to release employees, the Employer will make every effort to do so in a timely manner (taking transportation conditions into consideration).

12. JOB-RELATED INJURY/ILLNESS: In the case of job related injury/illness, the appropriate HRD representative will explain to the affected bargaining unit employee the rights and options available under the Federal Employee's Compensation Act. The Employer representative will supply the employee with the appropriate claim forms and assist the employee in the completion of the forms. Employee-submitted forms will be promptly forwarded to the HRD Coordinator for proper handling and disposition. The Employer will ensure that employee-submitted forms and forms that must be completed by the Agency are promptly forwarded to the appropriate District of the Office of Workers' Compensation Program.
13. FIRST AID/CPR: Sufficient First Aid kits will be provided and maintained by the Employer in each Agency/Center. The Parties will encourage bargaining unit employees and Employer officials to obtain training in the use of automatic external defibrillators (AEDs) and cardiopulmonary resuscitation (CPR) when AEDs are available on site. As determined by the Employer, official time may be granted to obtain such training. Diplomatic Security uniformed protection officers will be trained to provide CPR and emergency first aid until 911 help arrives.
14. NOTIFICATION TO THE UNION: The Employer agrees to notify the Senior Steward and Stewards of threats to the safety of the bargaining unit employees in a particular location. The Employer agrees to notify the Union leadership of specific threats to the safety of bargaining unit employees nationwide or in more than one location. The Employer will inform the NFFE President and national officers when there is no local Union representation.
15. EMERGENCY SITUATIONS: The Employer agrees to provide a sufficient amount of emergency supplies in each location (e.g., water, food, blankets, flashlights). The Employer also agrees to ensure each employee is briefed on procedures, including emergencies and evacuations, and to provide each employee with a wallet-size card listing contact information.

16. MEDICAL CONDITIONS: Upon request, the Employer will make allowances for bargaining unit employees who have documented medical conditions to promote and protect good health, including avoidance of bending, lifting, and continual arm motion.

ARTICLE 33
EMPLOYEE ASSISTANCE PROGRAM

1. **PURPOSE:** The Employer recognizes alcoholism, drug abuse and other medical/behavior problems as treatable illnesses. The Employer recognizes that such problems may adversely affect an employee's job performance or conduct. Bargaining unit employees having these illnesses will receive the same careful consideration and assistance that is extended to employees having any other illness or health problem. The Employer will attempt to provide bargaining unit employees with an opportunity to overcome problems which have contributed to poor performance or conduct.
2. **CONTACTS WITH HEALTH FACILITIES:** Employer representatives shall maintain contacts with the local federally sponsored health facility, to which bargaining unit employees who request assistance can be referred. In locations where no federally sponsored health facility is readily available, the Employer representative will refer bargaining unit employees who request assistance to local community mental health and/or alcohol and drug abuse treatment facilities, and for this purpose will maintain an up-to-date listing of such facilities. The Employer shall publicize the availability of the Employer representative to provide these referrals.
3. **UNION REPRESENTATION:** A bargaining unit employee who wishes to request referral assistance may bring a Union representative to the initial discussion with the Employer representative.
4. **REFERRAL FOR COUNSELING:** Supervisors and managers should not attempt to diagnose an illness, or counsel a troubled bargaining unit employee about an illness. The employee can ask for the supervisor/manager's personal assistance.
5. **EFFECT OF REFERRAL ON PROMOTION AND JOB SECURITY:** No bargaining unit employee will have his/her job security or promotion opportunities jeopardized by his/her request for referral assistance, except as permitted by applicable law. In cases where a bargaining unit employee has sought professional help, the Employer shall consider the professional's timely opinion regarding the employee's prospects of rehabilitation before taking action to discipline, terminate that employee or provide a last-chance-agreement.
6. **REHABILITATION:** Supervisors should encourage and support any bargaining unit employee's attempt at rehabilitation, including the granting of leave in accordance with applicable law and regulation, for the purpose of undergoing rehabilitative treatment.
7. **CONFIDENTIALITY:** The confidential nature of records of bargaining unit employees with medical/behavioral problems shall be maintained. Such records, and information about the employee's participation in a counseling or rehabilitation program, will be released only in accordance with applicable laws and regulations.
8. **TRAINING AND INFORMATION:** The Employer will encourage the Office of Medical Services to arrange a meeting/training session on an annual basis. The Employer will post information about the Employee Assistance Program and assurances of confidentiality for participants on official bulletin boards.

ARTICLE 34
DRUG FREE WORKPLACE PLAN

1. **PURPOSE:** The purpose of the Drug Free Workplace Plan is to set forth objectives, policies, procedures, and implementation guidelines to achieve a drug-free Federal workplace, consistent with Executive Order 12564. The sensitive nature of the Agency's work provides the Agency a compelling reason to eliminate illegal drug use from its workplace. Employees must refrain from using illegal drugs whether on or off-duty. Use of illegal drugs is inconsistent with the high standards of performance, discipline, and readiness necessary to accomplish the mission. The Union recognizes and shares the concern of the Employer to achieve a drug-free workplace. The Employer will provide a copy of the Departmental Drug Free Workplace Plan to each Passport Agency/Office along with a copy of this Article and, upon request, will make copies available to bargaining unit employees. The Employer will also make the Plan available electronically via the Passport Services Intranet. The Department of State "Drug Free Workplace Plan" will be followed along with the provisions of this Article.
2. **TYPES OF TESTING:** The plan includes the following types of drug testing:
 - a. Applicant testing;
 - b. Random testing of employees in sensitive positions identified as "testing designated positions" (TDP);
 - c. Reasonable suspicion testing;
 - d. Accident or safety mishap testing;
 - e. Voluntary testing; and
 - f. Follow-up testing after counseling and/or rehabilitation for illegal drug use.
3. **EXCEPTION TO DISCIPLINARY REQUIREMENT:** Under Executive Order 12564, the Department is required to initiate action to discipline any employee found to use illegal drugs in every circumstance except if an employee voluntarily admits his or her drug use; completes counseling or rehabilitation through the Alcohol and Drug Awareness Program (ADAP); and thereafter refrains from illegal drug use. This provision is not available to an employee who is asked to provide a urine sample, or who is found to have used illegal drugs pursuant to Section VIII (A) (1) or (2), of the Department Drug Free Workforce Plan and who thereafter requests protection under this provision.
4. **TESTING DESIGNATED POSITIONS:** All employees who hold positions subject to random testing will receive individual notices indicating that their positions have been designated testing positions. Employees will be required to return a signed form acknowledging receipt of the notice. The current pool of Testing Designated Positions includes all employees with a Secret (or above) clearance level. Should the policy be changed, the Union will be notified.
5. **TRAINING:** Bargaining unit employees will be provided training on the Department Plan. A Union official may speak at these sessions. These sessions will be in addition to the supervisory training required by the plan. The training will be accomplished within 6 months of the signing of this Master Agreement. The Employer will request training materials such as videos from the Department and provide them to the Regional offices as they become available.

6. NOTIFICATION OF RANDOM DRUG TEST: When a bargaining unit employee is selected for random testing the employee will be notified on the same day the test is scheduled. This will normally be done within 2 hours of the scheduled test. This notice will allow enough time for the employee to arrive at the testing site. For an employee who commutes to work using mass transit, the Employer will reimburse taxi fare if insufficient time is provided to go to the testing site using mass transit. The Employer will reimburse the employee for parking fees and mileage when the employee travels to the testing site by personal vehicle. The employee will be told that he/she is not under suspicion of using illegal drugs and that his/her name was selected randomly.
7. POSITIVE DRUG TEST AND SPLIT SPECIMEN: When a bargaining unit employee has been informed that his/her test result is positive, the employee may provide information or evidence which he/she believes may have affected the test results to the Medical Review Officer (MRO). The MRO will consider the employee's submission prior to reporting a positive test result to the Department. The second sample from the split specimen may be tested at another HHS certified facility at the employee's request.
8. CERTIFICATION OF COLLECTION SITE: All urinalysis samples will be taken at a collection site certified under the Department's program. The Employer will conduct all drug testing in accordance with the scientific and technical guidelines promulgated by the Department of Health and Human Services and use methods and equipment that meet the requirements set forth in the guidelines. If the Union has any concerns over the suitability of the specimen-collecting or testing site, the Employer will investigate any specific concerns and provide a written response.
9. COMPLETE SAMPLE FOR SPLIT SPECIMEN: In order to provide a complete sample, so that the laboratory may split the specimen for accuracy, the employee may be required to remain at the collection site until the end of the employee's tour of duty on the day set for testing.
10. UNION REPRESENTATION: A bargaining unit employee testing positive shall be entitled to Union representation during any meeting between the employee and Department representatives concerning the test results, if the employee requests Union representation.
11. EMPLOYEE-ACCESS TO RECORDS: A bargaining unit employee who is the subject of a drug test shall, upon written request to the Drug Program Manager (M/MED/EX), have access to any records relating to:
 - a. Such employee's drug test; and
 - b. The results of any relevant certification, review, or revocation of proceedings.
12. REASONABLE SUSPICION TESTING: Reasonable suspicion testing will be based upon a "reasonable suspicion" of on-duty, drug-related impairment supported by evidence of specific personal observations concerning job performance, appearance, behavior, speech or bodily odors of the employee. Information provided by a source who refuses to reveal his/her identity may not, in and of itself, serve as a basis for reasonable suspicion testing.
13. FACILITY VISIT BY UNION: The Union may visit any of the facilities authorized to perform urinalysis collection and/or testing upon request and coordination with the Program Coordinator.
14. RANDOM TEST ONLY FOR TESTING DESIGNATED POSITIONS: Only an employee who is in a position that requires random drug testing (a "testing designated position") will be required

to submit to drug testing under the random selection procedure. A bargaining unit employee can challenge the drug testing designation of his/her position.

15. DEFERMENT FROM RANDOM TESTING: The Employer may defer a bargaining unit employee from the random drug testing, in consultation with the employee's first or second line supervisor, if a compelling need exists. For example, a test may be deferred if the employee:
 - a. Is in an approved leave status (sick, annual, excused, or LWOP);
 - b. Is in official travel status away from the test site or is about to embark on official travel scheduled prior to testing notification.
16. VOLUNTARY REQUEST: A bargaining unit employee who is not required to submit to drug testing may voluntarily request to be included in the pool for random drug testing.
17. CHANGES: The Employer will notify the Union of any proposed changes to the Department's Drug Free Workplace Plan and provide the Union an opportunity to negotiate as appropriate.

ARTICLE 35
CONTRACTING OUT OF WORK

1. **POLICY**: It shall be the policy of the Employer to inform the Union of reviews and studies of Passport Agency functions that could be expected to impact the continued employment of bargaining unit employees.
2. **CONTRACTING OUT STUDY SCHEDULES**: The Employer agrees to furnish the Union with a copy of, and, upon written request, brief the Union on, schedules concerning contracting out studies, including those published in the Commerce Business Daily or the Federal Register that would impact bargaining unit employees. Should any of these schedules be revised, copies of the changes will also be provided.
3. **INFORMATION AND NOTICE ON REVIEWS AND STUDIES**: The Employer agrees to furnish the Union with results of reviews and will provide available data that would impact bargaining unit employees. The Union will be notified at least 30 days prior to the beginning of a cost comparison study for contracting out that may affect bargaining unit employees, with Management agreeing to consider timely input from the Union regarding how work and materials could be more efficiently accomplished or utilized.
4. **DATA REQUEST**: The Union may request copies of any relevant and pertinent data in connection with the implementation of A-76. After review of any such written request, the Employer will provide the Union with the desired information, as appropriate under law and other controlling government-wide regulations.
5. **PROGRESS REPORTS**: The Employer will provide progress reports to the Union regarding the status of A-76 initiatives.
6. **PERFORMANCE WORK STATEMENTS**: The Union may assist bargaining unit employees and the Employer in preparing performance work statements (PWS) and review and make suggestions on all PWS's prior to bid openings.
7. **COST COMPARISON STUDY RESULTS**: At the time the Employer announces the results of any cost comparison concerning work normally performed by bargaining unit employees, the Union will be notified. Copies of the relevant analysis and pertinent documentation will be provided to the Union upon written request.
8. **NOTIFICATION AND NEGOTIATIONS**: When the Employer determines that work will be contracted out that is being performed by bargaining unit employees, the Employer will notify the Union. The Union may request negotiations as appropriate.
9. **RIGHT OF FIRST REFUSAL**: The Employer recognizes the "right of first refusal" that provides that the contractor will grant those Federal employees displaced by direct result of such contract the right of first refusal of employment openings created by the contractor except when provided by law or government-wide regulation.
10. **SUPERVISION**: Bargaining unit employees will not be under the supervision of a person who is not an employee of the federal government.
11. **RIF PROCEDURES**: The Agency agrees to follow the reduction in force (RIF) procedures provided in this Master Agreement and applicable regulations where bargaining unit employees

are to be separated from service. Employees may use statutory appeals procedures to appeal any RIF action.

12. ASSISTANCE TO DISPLACED EMPLOYEES: The Employer will exert maximum effort to assist bargaining unit employees in finding suitable employment for any bargaining unit employees displaced by contracting out decisions.
13. INHERENTLY GOVERNMENTAL FUNCTION: The Parties recognize that on July 21, 2000, the Department of State's Office of Legal Adviser reaffirmed its 1992 determination that the adjudication of claims of citizenship and nationality is an inherently governmental function.

ARTICLE 36
REDUCTION-IN-FORCE/OUTPLACEMENT

1. **GOAL:** The Employer and the Union jointly recognize the desirability of maintaining the stability of employment for bargaining unit employees. Accordingly, pre-decisional input regarding changes to the organization (which may be the basis for the RIF) consistent with Article 4 will still apply.
2. **NEGOTIATIONS:** The Employer, recognizing the Union's interest in protecting and representing bargaining unit employees, will give the Union advance notice and an opportunity to negotiate on the impact and procedures to be used in a RIF, and keep the Union informed of RIF developments. Such notification shall be in writing and provided to the Union prior to any official notification to employees. The parties agree that they are bound by the policies and regulations outlined in 5 CFR 351.
3. **ADVANCE NOTICE TO UNION:** The Employer will notify the Union of a proposed RIF at least sixty (60) days before the proposed effective date. At that time, the Employer will advise the Union of the reason for the reduction-in-force and/or transfer of function, the number, title, series, and grades of bargaining unit employees affected, and the measures being considered at that time by the Employer to reduce the adverse impact on bargaining unit employees.
4. **ADVANCE NOTICE TO EMPLOYEES:** The Employer will give affected bargaining unit employees as much advance notice of reduction-in-force and/or other transfer of function as is administratively feasible (in most cases 60, but in no case fewer than 30 days). Notice to bargaining unit employees shall comply with governing OPM regulations and shall contain the employees' grievance and appeal rights.
5. **DOCUMENTS AVAILABLE TO EMPLOYEES AND THE UNION:** The Employer agrees to make retention registers and other RIF and transfer of function documents available to the affected bargaining unit employee(s) and his/her representative. Upon request, the Union will receive access to the retention register and a complete description of the process (e.g. how the retention registers were developed).
6. **CAREER TRANSITION ASSISTANCE PROGRAM:** In an effort to provide assistance to affected bargaining unit employees, the Employer agrees to maintain a Career Transition Assistance Program consistent with OPM regulations. The purpose of this program is to help place present and former career or career-conditional employees who have been displaced or who are scheduled to be displaced from their positions.
7. **RESUME UPDATE:** The Union and the Employer will jointly encourage each bargaining unit employee to see that his/her personnel file and resume (e.g., OF-612) are up-to-date as soon as the RIF transfer of function is announced. The Employer will add to the personnel file appropriate changes or amendments requested by the employee. Both the personnel file and resume (e.g., OF-612) will be used to match employees with vacancies and other positions. Employees possessing skills in more than one area will be considered for positions in such areas.
8. **EMPLOYEE FOLDERS:** The Employer will review the folders of bargaining unit employees being separated to identify the specific grades and series of positions for which the employees qualify and obtain the desires of employees affected in order to develop the best opportunities for continued employment. The Union, with the employee's permission, may review the above folders.

9. SEPARATED CAREER OR CAREER-CONDITIONAL EMPLOYEES: In the event career or career-conditional bargaining unit employees are being separated as a result of a reduction-in-force or reorganization, the Employer will establish a Career Transition Assistance Program. The primary aim of the program will be to assist in finding continuing Federal employment for affected employees.

ARTICLE 37
TRANSFERS

1. **TRANSFERS BETWEEN DUTY STATIONS:** Transfers shall not be used coercively or as a reprisal, and shall not be approved or denied for any discriminatory reason. The following procedures will be used when:
 - a. the Employer determines it will open a new work location to be staffed by bargaining unit employees who voluntarily request a transfer from their current agency or,
 - b. there are multiple bargaining unit slots to be filled at an existing work location and the Employer determines to fill some or all of those slots with bargaining unit employees who voluntarily request a transfer, or
 - c. A transfer is involuntary.

In either scenario (a) or (b) in the preceding section, the Employer will notify all BUEs of the transfer opportunity. If the Employer determines that the qualifications for the vacant positions will be different from others in the same grade and job series, it will specify that in the notification. The notification will also contain the required documents to submit, the designated email address where an application package should be submitted, a cut-off date to apply, and how many vacancies are open.

If the Employer determines that the positions qualifications will surpass those of other positions with the same position description or the position description and job title, the agency will provide advance notice to the Union and the opportunity to negotiate over the change.

2. **VOLUNTARY TRANSFER REQUESTS:** The Employer will determine which employees are eligible and/or qualified to transfer in accordance with this Section. The notification will express that an employee subject to a 33% or greater performance deficiency audit (i.e. ATS or IIE issued within one year), PIP, leave restriction, in a probationary period, or that was the subject of a suspension in the last year is not eligible for a transfer. Employees that apply for a transfer and are eliminated from contention based on a reason stated in this provision will be notified in writing of their ineligibility.
 - a. The notification announcing a transfer opportunity will require that employees submit copies of their two (2) most recent annual performance appraisals. If the employee has not received two (2) annual performance appraisals from the Employer, they will substitute their interim performance evaluations for the current year. If no such interim performance evaluations have been completed at the time of the transfer opportunity, the employee will only submit their most recent performance evaluation.
 - b. The notification will also require that employees submit a statement regarding their transfer request and a copy of their resume. The statement must include the employee's personal reasons for requesting the transfer, highlights about their skills and past performance, and a discussion of their ties to the location that they are seeking to transfer into.
 - c. Management will rank employees seeking voluntary transfers based on the following criteria:

- i. For each year that the employee has served with Passport Services, he/she will receive one point.
 - ii. Each overall outstanding rating that the employee has received in the last two years adds eight points.
 - iii. Each overall exceeds rating that the employee has received in the last two years adds three points.
 - d. Once the ranking are completed, the selecting official seeking the transfers will receive the top rank list of candidates.
 - i. The list will contain five candidates for each identified vacancy.
 - ii. Agencies with multiple vacancies to fill from the same notification will receive five candidates per vacancy to be considered as one pool of candidates.
 - iii. If fewer than five candidates apply per vacancy, the selecting official will receive all of the candidates rather than the ranked list of candidates.
 - e. The selecting official seeking the transfers can interview and/or check or solicit references for the eligible candidates. The decision to interview and/or check references will be the same for all eligible candidates. If a selecting official decides to interview the candidates, the interview questions will be the same for all the candidates that responded to the notification.
 - f. Employees that applied for a transfer and were not selected may make a written request and receive a written explanation as to why they were not selected.
3. PROCEDURES ONCE TRANSFER SELECTIONS ARE MADE: Before Management decides to transfer a qualified volunteer, Management shall follow-up with the volunteer to confirm that he/she is still interested in the transfer opportunity. The qualified volunteer shall have two weeks to reply to Management if he/she is still interested in the transfer. These employees may be granted an extension to reply if the employee was absent due to leave. Employees shall request the extension in writing to the appropriate management official. If no response is received from the employee in two weeks confirming interest in the transfer opportunity, then Management will determine that the employee is no longer interested.

Once the list of interested volunteers is compiled, employees shall remain on the list unless they notify the Employer in writing that they are no longer interested. If the selected employee declines, the Selecting Official may select another volunteer from the list. Once the selection has been finalized, other volunteers will be informed they were not selected. Employees will be notified if any other vacancy at the same location is offered as a voluntary transfer. Such notice will specify whether previous applicants need to resubmit an application.

4. UNSOLICITED TRANSFER REQUEST: Aside from opportunities announced by the Employer, a bargaining unit employee may request relocation in writing at any time. The request must be submitted to the Agency/Office or Regional Director stating the specific reasons for the request and the office to which the employee would like to be transferred. The Employer will consider the request and will provide a written response within 30 days of receipt. If the Employer rejects the request, the reasons for rejection will be given.

5. INVOLUNTARY TRANSFERS: The Employer will transfer qualified volunteers prior to involuntarily transferring employees. When such a transfer is to be done, the Employer will provide the local union with 30 days' notice, and bargain to the extent required by law and this agreement prior to effectuating the involuntary transfer. In an emergency situation where the Employer has less than 30 days' notice of the need for the transfer, the Employer will provide the local union with as much advance notice as it has, and an explanation of why the 30 day timeframe could not be met. The Employer will provide the local union with the reasons for the action, the number/title(s) of positions affected, and the actions the Employer intends to take to reduce the impact on employees. Barring severe budgetary exigency, the Employer will normally fill vacancies by hiring instead of involuntarily transferring bargaining unit employees. Where a bargaining unit employee must be involuntarily transferred, the Employer will conduct an adverse action using RIF procedures. The qualified employee at the bottom of the RIF register will be involuntarily transferred first.
6. LEAVE: Absent an emergency situation, transferring employees will not be unduly impacted (e.g. significant expenses from cancelled vacations) by reversals of leave previously-approved by the "losing" office. If accepted for transfer and before arrival to new office, any leave requested must be approved by the "gaining" office.
7. RELOCATION EXPENSES: An employee whose duty station changes involuntarily shall be entitled to relocation expenses in accordance with regulations. Employees who volunteer to transfer may be eligible for relocation expenses.
8. JOB SWAPS: Employees at the same grade level that are occupying the same occupational job classification series and position description may make a request to management to swap positions.
 - a. The parties recognize that it is the responsibility of the employees to identify other employees interested in such a job swap.
 - b. In order to be eligible for such voluntary movement employees must be at least fully successful in their current positions and the swap must not require any formal training or relocation costs to the Employer.
 - c. Employees that are ineligible for voluntary transfers under Section 3 of this Article are also ineligible for job swaps.
 - d. If the Employer denies the job swap request, the employees that applied for the swap may make a written request for and receive a written explanation as to why they were denied. The Employer will not deny these requests for arbitrary or capricious reasons.
9. TRANSFER AS A REASONABLE ACCOMODATION: Nothing in this Article precludes an employee from requesting a transfer as or as part of a reasonable accommodation in accordance with the Rehabilitation Act and 3 FAM 3670.

ARTICLE 38
DURATION AND EXTENT OF MASTER AGREEMENT

1. **EFFECTIVE DATE AND TERM:**
 - a. This revised Master Agreement is effective subject to Agency Head approval. It shall remain in effect for three (3) years from that date.
 - b. The Agreement shall be renewed annually on each anniversary date thereafter, unless between one hundred five (105) and sixty (60) calendar days prior to any such date either party gives written notice to the other of its desire to amend or modify the Agreement. If such notice is given, this Agreement shall remain in full force and effect until the changes have been negotiated and approved.

2. **AMENDMENTS AND SUPPLEMENTS:** This Agreement may be amended and/or supplemented as follows:
 - a. At any time by mutual agreement of the Parties.
 - b. Under the provisions of the Articles entitled "Negotiations" and "Union Rights and Representation."
 - c. Within a reasonable time after the enactment of any new law, executive order, or government-wide regulation which affects the provisions of this Agreement. A proposal by either Party to negotiate such amendment(s) or supplement(s) shall cite the pertinent law, executive order or government-wide regulation and the Article(s) of this Agreement affected.
 - d. When a reorganization causes a shift of functions or responsibilities within Passport Services or the Union.
 - e. Representatives of the Employer and the Union shall begin negotiations within 30 calendar days of a request to negotiate under the provisions above, unless the Parties agree to another specific date.

3. **EFFECTIVE DATE OF AMENDMENTS AND SUPPLEMENTAL AGREEMENTS:** Amendment and Supplementals to the Master Agreement are subject to approval of the Secretary of State or designee. If agreement or rejection under law has not been received by the Union within 30 days (as defined by FLRA regulations) from the date the Parties signed the document, the Amendment or Supplemental Agreement will be effective on the 31st calendar day following that signing, in accordance with 5 U.S.C. 71. They shall remain effective concurrent with the Master Agreement.

4. **LOCAL AGREEMENTS:** The provisions of Section 3 do not apply to local agreements. For local agreements, the Parties shall follow the procedures for approval listed in Article 12, Section 16.

APPENDIX A
OPINION: ADJUDICATION IS AN “INHERENTLY GOVERNMENTAL FUNCTION”
(for informational purposes only)

July 21, 2000

MEMORANDUM

TO: CA/PPT/FO
FROM: L/CA
SUBJECT: Contracting Out Passport Functions

We understand that you have been asked by the passport agency employees’ union whether the passport adjudication function can be contracted out. In 1992 we advised the Passport Office that it cannot be contracted out because passport adjudication is an inherently governmental function. This remains our view. Thus, government employees must retain control over the actual decision to issue or to deny issuance of a passport.

The following is a summary of the basis for our opinion:

For purposes of federal acquisition law, the operative definition of “Governmental function” is that contained in section 6.e of OMB Circular No. A-76 (Rev. Aug. 4, 1983), which provides as follows:

- e. A Governmental function is one so intimately related to the public interest as to mandate performance by Government employees. These functions include those activities, which require the exercise of discretion in applying Government authority or the use of value judgement in making decisions for the Government. Services or products in support of Government functions, such as those listed in Attachment A, are commercial activities and are normally subject to this Circular. Governmental functions normally fall into two categories:

- (1) The act of governing; i.e., the discretionary exercise of Government authority
- (2) Monetary transactions and entitlements

A United States passport may only be issued to citizens or nationals of the United States (22 U.S.C., sec. 212), and during the term of its validity is proof of U.S. citizenship or nationality (add cite). The State Department’s authority to grant and issue passport is set forth in 22 U.S.C. sec 211 (a). This section provides:

The Secretary of State may grant and issue passports, and cause passport to be granted, issued, and verified in foreign countries by diplomatic representatives of the United States, and by such consul generals, consuls, or vice consuls when in charge, as the Secretary of State may designate, and by the chief or other executive officer of the insular possessions of the United States, under such rules as the President shall designate and prescribe for and on behalf of the United States, and no other person shall grant, issue, or verify such passports.

22 U.S.C. 211 (a) (emphasis added). A “passport” is defined by Department regulations as “a travel document issued under the authority of the Secretary of State attesting to the identity and nationality of the bearer.”

It is clear from these statutes that the decision to issue a passport is inherently a decision that the passport application is a citizen or national of the United States – a decision that only a government can make. This does not mean that every step involved in processing passport applications involves the performance of an inherently

Governmental function. To the extent that steps leading up to passport issuance involve simply input of data or the evaluation of the application against well-defined objective criteria that may be performed with little or no exercise of discretion or judgement, it appears that such steps may properly be performed by contractor personnel. See Nuclear Regulatory Commission Licensing Examiners, Comp. Gen. No. B-242942, 70 Comp. Gen. 682 (Aug. 27, 1991) (finding NRC's use of contract employees to perform testing procedures involved in licensing operators not to involve the performance of inherently Governmental functions, where NRC guidelines for testing were so comprehensive and detailed regarding all aspects of the testing procedures that contract employees exercised minimal discretionary authority and made limited value judgements in preparing recommendations for NRC employees who decided whether or not to grant operator licenses).

It cannot, however, be reasonably asserted that the ultimate determination whether or not to issue a passport is anything other than an inherently Governmental function. A passport serves as the attestation of the United States Government to the identity and nationality of the bearer. In the NRC case cited above, the NRC's Office of General Counsel stated that the licensing of nuclear operators was an inherently Governmental function, but that the contract examiners were only assisting NRC staff who performed the licensing function. Similarly, the ultimate decision to issue a passport or to deny a passport application is a Governmental act that may properly be performed only by a Government employee.

Doc. 82856

APPENDIX B
ADDENDUM A FROM 2016 FLSA SETTLEMENT (SEE ART 28)

Management Information System (MIS)

Procedures for Recording Time for Physical Sign-in/Sign-Out Log

Employees who sign in/sign out on a physical log book will earn 15 minutes of non-productive time the first day (or any portion of the day) of the week they are present. A second 15 minutes for the week will be earned once the employee is present in the office two days of the week. A third 15 minutes for the week will be earned once the employee is present in the office for four days (or any portion of each of those four days) out of the week. The third 15 minutes represents the most that can be claimed for the entire week (a total of 45 minutes). Days present include weekday and weekend days worked. For employees performing measurable duties, this non-productive time will be recorded in MIS, or in the means most appropriate to those duties.

Employees cannot claim and enter these 15 minute intervals into MIS until they are earned. Once earned, they do not have to be entered on the day earned, but they do have to be entered in accordance with the already negotiated MIS agreement. This provides employees with the option to claim and enter these 45 minutes in MIS on:

- a) 3 different days - 15 minutes on the first workday, 15 minutes on the second workday, and 15 minutes on the fourth, fifth, sixth, or seventh workday of the week
- b) 2 different days - 30 minutes on the second workday day and 15 minutes on the fourth, fifth, sixth, or seventh workday of the week
- c) one day - 45 minutes on the fourth, fifth, sixth, or seventh workday of the week

Employees who forget to claim this time when entering MIS can request that their supervisors unlock the days in question so that the entries can be corrected to reflect the sign-in/sign-out time.

Once all physical log book procedures have ceased in an office, employees will switch to an electronic sign-in/sign-out procedure. At that point, employees will no longer have the right to claim non-productive time for the sign-in, sign-out system.

This process does not replace any portion of the existing MIS policies or agreements negotiated by the parties.

APPENDIX C
SEASONAL EMPLOYEES

SEASONAL EMPLOYEE ADDENDUM TO CBA PASSPORT AGENCY AND NFFE LOCAL 1998

This is to certify that seasonal employees no longer work for and are absolutely not expected to work for Passport Services in the future.

Thus, Article 37 “Seasonals” of the current agreement between the parties is removed from the new CBA.

However, if this changes and seasonal employees are hired into the bargaining unit, the attached Article 37 will be automatically adopted back into the CBA without change and become an agreement between the parties.

ATTACHMENT TO APPENDIX C
FORMER ARTICLE 37 "SEASONALS"

1. **CONVERSION OF SEASONAL EMPLOYEES TO PERMANENT STATUS**

- a. The Employer and the Union recognize that employees may want to obtain permanent employment status with Passport Services. When attrition-created vacancies exist which will be filled by conversion, the Employer will initiate a survey to find interested employees. Every reasonable effort will be made to contact employees on non-pay status. Employees who express an interest in writing will be considered for conversion under this Article.
- b. Each organization will post on official bulletin boards the criteria to be used in ranking employees for conversion to permanent status. Among the criteria to be used are:
 - i. Most recent performance assessment;
 - ii. Management assessment of initiative, dependability, and potential, based upon observed objective performance;
 - iii. Employee must not be on leave restriction at time of assessment, and
 - iv. Employee must not have had any absences without leave for the four months immediately preceding the conversion.
- c. In the event of a tie, length of service within Passport Services will be used.
- d. Each Agency will maintain a list of employees who have shown interest in writing. Conversions will be made from this list based on the criteria in Section 1b above for attrition-related vacancies.
- e. The Regional Director shall post the position, title and grade of those permanent vacancies to be filled by this conversion process.
- f. The name of the selected employee(s) will be posted on the official bulletin board at the time of selection.
- g. Seasonal employees serving under career appointment may move noncompetitively to other positions in the same way as other regular career employees.

2. **RETENTION AND RELEASE OF SEASONAL EMPLOYEES:** In considering work requirements, the Employer will consider whether recall of seasonal employees will meet the expected needs, and will recall these employees where it is determined this will best meet the needs of the Employer.

Seasonal employees shall be given 30 days advance written notice of the projected period they will be placed in non-pay status. If it becomes necessary for the Employer to extend the non-pay status of an employee, the employee will be notified both by phone and in writing at the earliest possible moment.