



Settlement Agreement
Re: Internal Controls Guidelines (ICG)
September 28, 2010

U.S. Department of State
Passport Services

- Respondent -

- and -

Case No. WA-CA-10-0483

National Federation of Federal Employees,
Local 1998, IAMAW, AFL-CIO


- Charging Party -

This Settlement Agreement is entered into by and between the United States Department of State, Passport Services ("Agency") and the National Federation of Federal Employees, Local 1998 ("Union"), collectively referred to as the "Parties." In November 2009, Agency Management notified the Union of proposed revisions to the Internal Controls Guidelines for Employees (ICG) and requested comment by December 8. NFFE responded in part on December 4 and failed to submit all comments by the agreed to deadline. In January 2010, Management issued the revised 2010 ICG. Concerned that Management did not incorporate changes agreed to, NFFE filed an Unfair Labor Practice (ULP) dated July 6, 2010. The Parties now wish to fully and finally resolve the above-referenced ULP, without the need for any further proceedings.

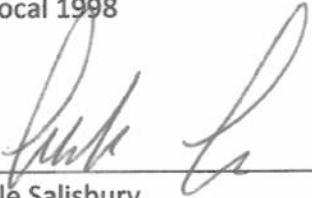
1. The Agency admits that it erred in Section 3.6.2 by incorporating language that was contrary to language in the Master Agreement.
2. The Agency will immediately send out a broadcast message to all Passport Offices and employees to ignore Section 3.6.2 of the 2010 ICG and refer all PPT employees and managers to Article 30, Section 2 of the Master Agreement.
3. The Agency agrees to add to the 2011 ICG the following language: "Notwithstanding any current local practice, the Duty Officer Schedule and rotation will be determined locally through Union/Management negotiation."
4. The Agency agrees to add the following language to the 2011 ICG: "NPIC records should be retained with the application if they contain information pertinent to issuing, change of address, or upgrade request. NPIC messages may contain credit card information, which must be destroyed or redacted as appropriate."
5. The Agency will insert at the end of language currently set at 6.6.4, the following: "Management will adhere to the provisions set forth in Article 6, Section 27 of the Master Agreement."
6. The Agency will continue to provide revisions of the Passports Services Directorate's ICG to the Union for review and will continue to request comments within the specified time frame stated in the Master Agreement. The Agency will also continue with appropriate negotiation before issuance of any updated ICG.

7. The Agency will provide the Union with a complete list of changes to language in the ICG at the time the Union receives the Agency's ICG draft revisions.
8. The Agency will take under consideration comments provided by the Union on January 7, 2010, subsequent to the Agency deadline imposed, when revisions to the 2011 update of the ICG are open for comment and make any other appropriate corrections that were missed during the December 2009 exchange.
9. Where the Union has not previously been offered the opportunity to comment on ICG-related directives issued in between annual ICG revisions, those directives will be included in the following annual ICG revision and the Union will be given its opportunity to comment and/or submit proposals.
10. In situations where the Agency accepts an ICG *suggestion* or input from the Union on a topic for which there may be no bargaining obligation, but prefers alternative wording, it will first seek the Union's comment on that wording. In situations where the Agency accepts an ICG negotiable *proposal* from the Union, but prefers alternative wording, it will first seek the Union's agreement on that wording.
11. If the Union's proposed wording previously accepted by Management for the 2010 ICG is revised/modified or eliminated in the 2011 ICG, the Union will be informed and given an opportunity to comment and/or submit negotiable proposals.
12. The Charging Party (Union) agrees to withdraw the Charge No. WA-CA-10-0483 upon joint execution of this Settlement Agreement.

FOR THE CHARGING PARTY (UNION):




Rob Arnold
Union President
NFFE Local 1998



Michelle Salisbury
Secretary/Treasurer
NFFE Local 1998

FOR THE RESPONDENT (MANAGEMENT):



Steven J. Polson
Chief Labor-Management Negotiator
Department of State