


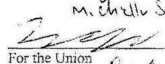
**Settlement Agreement**  
**Official Time**

This settlement is entered into between U.S. Department of State, Bureau of Consular Affairs, Passport Services ("PPT") and the National Federation of Federal Employees – Local 1998 ("NFFE"), collectively referred to as the "Parties," regarding use of official time. The Parties seek to settle the 2010 grievance over Houston Steward James Rideaux's official time.

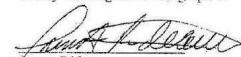
The Parties agree as follows:

2. When a NFFE representative does not receive a reasonably prompt answer to a request for official time, he/she may forward his/her request for official time up the chain of command (i.e., to the Adjudication Manager and Assistant Director and then to the Director and Regional Director) until a response from a supervisor/manager is received.
3. When an official time request is rejected on the basis that the request is technically deficient, the responding manager will specify the deficiency and inform the NFFE representative that the request is being rejected and that a rewording or clarification of the justification for official time may result in approval.
4. NFFE will withdraw with prejudice its final step grievance filed 12/3/2010 regarding Mr. Rideaux's official time.
5. A Union official/representative is eligible to receive official time only in connection with one position (i.e., President, Vice President, Secretary/Treasurer, Recording Secretary, Chief Steward, Senior Steward or Steward), unless he/she is (a) serving in an acting capacity, as provided under Article 7, Section 5(b), for another NFFE official or (b) serving in a dual capacity as provided under Article 7, Section 1(c).
6. NFFE shall notify all Union officials/representatives of the proper rules governing the use of dual official time, as set forth in paragraph 5 above, within 14 calendar days of the effective date of this agreement.
7. Article 7, Section 5(b) (2<sup>nd</sup> paragraph) allows NFFE representatives to request official time beyond their normal weekly allotment by submitting a request (appropriately justifying the need for the official time) to the office director. Requests that list the valid representational duties performed thus far, along with the valid representational duties unlikely to be completed within deadline and within the officer's normal allotted hours, will be considered appropriate justification. Barring an emergency situation, the regional or office director will approve the additional time.
8. PPT has no further liability with regard to the 2010 grievance over Houston Steward James Rideaux's official time. However, nothing herein is intended to preclude NFFE or Mr. Rideaux from asserting a grievance in the event PPT does not comply with the terms of this agreement.
9. NFFE and Mr. Rideaux will keep the terms of Paragraph 1 of this agreement confidential.
10. That this settlement does not constitute an admission or concession of either of the Parties regarding the merits of the respective positions and may not be considered by either of the Parties as setting any precedent on any matter contained herein.
11. The Parties agree that all matters raised and documents grieved shall not form the basis for any other grievance, discrimination complaint or other complaint, or adjudicative proceeding, including any proceeding before the Equal Employment Opportunity Commission or court.
12. Management agrees to pay the cost of the arbitrator's fee.

  
For the Agency

  
For the Union  
Michelle Sadiq  
  
For the Union  
Rebecca Anagnost

Solely with regard to Paragraph 1:

  
James Rideaux