

MEMORANDUM OF UNDERSTANDING

The parties to this Memorandum of Understanding (MOU) are the National Federation of Federal Employees Local 1998 (NFFE) and the Department of State, Bureau of Consular Affairs, Passport Services (PPT/FO). The parties to date have shared pertinent information and exchanged proposals regarding the use of Contract Employees to perform the function of passport Acceptance Agent (AA) after appropriate certification training and on the job supervision.

PPT/FO acknowledges that NFFE strongly disagrees with the decision to use Contract Employees for the AA function. PPT/FO acknowledges that NFFE requested negotiations regarding this decision in accordance with Articles 12 and 35 of the collective bargaining agreement (CBA). NFFE filed two Unfair Labor Practices charges regarding this decision, and hereby agrees to withdraw the remaining charge as part of this MOU. PPT/FO will notify, in accordance with Articles 12 and 35 of the CBA, NFFE prior to the use of Contract Employees in the future. PPT will notify and negotiate, in accordance with Articles 12 and 35 of the CBA, with NFFE if any changes are contemplated in the use of Contract Employees for the AA function.


To ensure that Passport Specialists who are required to meet certain performance standards under a related "counter adjudication" job element are not harmed by this management action, the parties agree to the following provisions:

1. The Employer agrees to make an effort to ensure that counter adjudication work normally assigned to Bargaining Unit Employees (BUE) is available when work load demands allow, including accepting/executing/and/or adjudicating passport applications.
2. AA Certified Contract Employees may be assigned to accept passport applications when Passport Specialists or other qualified BUE are not available or have not been approved for that assignment. They may also be trained and given the opportunity to practice accepting passport applications at agency public counters in advance of surges in workload anticipated by management.
3. Contract Employees will not adjudicate passports at the counter or otherwise. Contract Employees cannot replace Passport Specialists in this function.

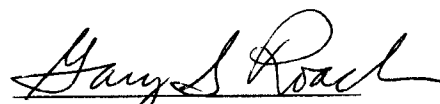
4. When the Employer seeks to assign persons other than Passport Specialists to accept passport applications, the Employer will consider training other BUE such as Contact Representatives and Passport Processing Assistants in this function.
5. Passport Specialists will not be rebuked for bringing to Management's attention improperly documented applications that were accepted by Contract Employees. Passport Specialists will continue to exercise their authority to make determinations on passport issuance, regardless of whether the application was accepted at the public counter or at an acceptance facility.
6. The parties understand that when Contract Employees are accepting applications at the public counter, their role as an Acceptance Agent is no different than that of anyone designated to accept passport applications.
7. Passport Specialists will not be denied a career ladder promotion due to lack of work at the public counter.
8. CEP Passport Specialists will not be denied career-conditional appointment due to lack of work at the public counter.
9. Passport Specialists and other BUE shall only be supervised by Passport Supervisors (USG).

PPT/FO will notify NFFE at the local/national levels if/when Contract Employees will be used for the AA function in 2008 (and beyond). PPT/FO will only use Contract Employees for functions allowed by law and regulation, and will comply with all applicable laws and regulations regarding the use of Contract Employees.


By their signatures below, the parties agree that this concludes negotiations over the use of Contract Employees as Acceptance Agents for receipt of passport applications at the public counter.



Colin Walle
President
NFFE Local 1998



Gary S. Roach
Director
Field Operations (PPT/FO)



DATE