

# Local 1998 News



Issue 6

National Federation of Federal Employees, IAMAW, AFL-CIO

August 2002

## SPECIAL EDITION

**Editor's Note:** This issue focuses entirely on the new contract that went into effect on July 3, 2001. The purpose of this edition is to educate the members on the changes that have taken place. While we hope this issue is helpful in understanding many of the additions to the contract, we strongly recommend that you take some time to read the contract yourself and become familiar with its provisions.



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## Negotiation History

The first step toward negotiating the new contract began in the summer of 1999 when then-Union President Bill Beardall requested negotiations. A major hurdle came up two weeks before negotiations started, as his three team members all had to be replaced (one for a promotion, another for personal reasons, and the third due to a scheduling conflict). Barbara Kennedy from NPC and Colin Walle from Seattle agreed to fill in, while NFFE was able to assign Robbie Exley as the chief negotiator. Robbie, who is no longer at NFFE, was an incredible asset who fought for the best contract possible for the employees, and taught the team members a great deal along the way.

Before negotiations started, Bill contacted the Union representatives in each office and asked them to solicit all bargaining unit employees for their input on the contract. Many good ideas were received. Oftentimes the same complaint was heard from many different employees, and that also helped reinforce the necessity to seek a solution for those concerns. Many of those ideas – your ideas – can be found in the contract.

Face-to-face negotiations were conducted from January 26 to February 4, 2000, from June 19 to June 29, 2000, from September 18 to September 28, 2000, and finally from January 22 to January 26, 2001. In between the sessions, the team worked on preparing proposals and did some negotiating by email. On the last day of face-to-face negotiations, at 3:00 PM, the Union offered a dramatic package deal to complete the contract. After meeting for fifteen tense minutes, Management agreed to the deal. The details were worked out by email in March 2001. Management then began its legal review. The parties used conference calls to resolve a few problems, and finally the contract went into effect on July 3, 2001.

## Union's Ability to Represent Strengthened

One of the most important changes in the contract is the improvements in representational resources. The Union President now has 60% official time (up from 30%), there are additional Steward positions for the larger offices, the procedures for obtaining official time have been simplified, additional training time for representatives has been added, the use of facilities has been clarified, and a 2 hour block of time per week has been instituted so that officers can be available for employee questions and also to study the contract, regulations, laws, etc. Some employees may not readily see the benefits of these improvements to themselves. But the effect is to make your Union representative more capable of helping you and of representing your views before Management.

Though there are a great deal of improvements that directly and indirectly improve your working conditions, *the bottom line is that the contract doesn't mean anything if it is not enforced.* Your first step is to familiarize yourself with its contents. If a problem can be solved informally or worked out in the Union/Management Cooperation Council, then that is best – otherwise you may file a grievance. The grievance procedure has been improved with extended timeframes (so that fewer grievances will be lost due to missed deadlines) and clearer exclusions (so that what can and cannot be grieved will be more clearly understood). A new Alternate Dispute Resolution program has also been added that should hopefully help to resolve disputes in a less confrontational manner.

## Contract On Intranet and Internet

The new contract has been posted on our website at <http://nffe1998.org>. To get to the contract, click on "Local Documents" and then click on the Agreement. Also, as required by the contract itself, the contract has been added to the Passport Services Intranet. Click on "Agreement Between Passport Services and NFFE Local 1998".

In the past, there have been numerous instances where employees have not been given a copy of the contract. To ensure that all employees have access to this basic document that governs many of their workplace conditions, rights, and responsibilities, the Union proposed and Management agreed to post the contract on the Intranet.

## Adjudicating Passport Applications: An Inherently Governmental Function

The very last item in the new contract is Appendix B. This is a copy of a memo from the Legal Office reaffirming its determination that the adjudication of claims of citizenship and nationality is "an inherently governmental function". In other words, only Passport Specialists can adjudicate passport applications. Contractor employees cannot make the decision to issue or not to issue a passport.

The Union has asked on a few occasions in the last few years if Management was considering or planning on contracting out the adjudication function, as had been considered previously in the 1995 Strategic Management Initiative. Management has consistently responded that it has no such plans and agrees with the Union that the adjudication position is an inherently governmental function. To alleviate the concerns of many employees, the Union proposed and Management agreed to add a sentence in Article 35 as well as adding Appendix B to reiterate their common view on this subject.

*For more information, please read Appendix B and Article 35 of the contract.*

## Did You Know?

The contract requires that the following information be made available for all employees:

- Position Descriptions and Performance Plans for all bargaining unit positions (Article 15, Section 8a)
- Employee Assistance Program information and assurances of confidentiality posted on bulletin board (Article 33, Section 8)
- Vacancy Announcements (Article 15, Section 2)
- Drug Free Workplace Plan and copy of Article 34 (Article 34, Section 1)
- The name and phone number of the agency's personnel specialist (Article 6, Section 13a)
- Access to safety standards and injury/illness statistics (Article 32, Section 5a)
- The names of Safety and Health and Unit Security Officers (Article 32, Section 2a)
- The existence of threats to employees' safety (e.g. poor weather or civil unrest) (Article 31, Section 14)

*For more information, please read the contract.*

## New Duty Officer Article Added

Those employees who have served as Duty Officer know that as rewarding as it is to help an applicant in a dire emergency, the assignment can be a great intrusion into one's personal life. This intrusion comes with the job, but the negative impact on the employee has often been exacerbated in the past by the manner in which the program has been implemented.

Some employees have been told they cannot be reimbursed for their mileage or for public transportation when travelling to the office for an emergency case on the weekend. Other employees have had complaints about the fairness of the duty officer schedule. Still other employees have had concerns for their safety. For safety reasons, some employees have had a co-worker accompany him/her to the office, but that co-worker was not properly compensated.

In order to address these concerns, we have added a new article to the contract specifically dealing with Duty Officer issues. Regional Union/Management Cooperation Councils will be involved in drafting the schedule, with the goal of having an equitable distribution of assignments. Payment for duty officer work and transportation/phone calls, both for the primary officer and a second officer who may accompany him/her if there are safety concerns, has been specified so that misunderstandings may hopefully be avoided in the future.

*For more information, please read Article 27 of the contract.*

## Overtime and Comp Time

Overtime pay must be paid for all overtime work, unless the employee makes a written request to receive comp time instead (with one exception). It is the employee – not the supervisor – who decides whether or not he/she will receive comp time. Some employees have complained that they were forced to take comp by their supervisors. However, according to Article 29, Section 3 of the contract, "No coercion shall be used to force an employee to request compensatory time off rather than overtime pay."

*The only exception is for employees who earn more than a GS-10, Step 10.* They may be required by Management to take comp time instead of overtime pay, but only in cases of irregularly scheduled overtime work.

If an employee has not used the comp time within 8 pay periods, then the unused comp time must be converted to overtime pay at the rate in effect when the overtime work was performed.

*For more information, please read Article 29 of the contract.*

## Evaluation Do's and Don'ts

Evaluations have historically been a source of contention between employees and their supervisors. Additions to the Performance Standards and Evaluation Article proposed by the Union are intended to make the evaluation process more fair and to clarify areas that often sparked misunderstandings.

One important addition is that the contract now clearly indicates that time spent on CFC, EEO, Union official time, and leave (among other things) cannot be used against an employee. The basic principle is that performance will only be measured when assigned to a duty. An unstated corollary of this proposition is that an employee cannot receive a lower evaluation because he/she did not volunteer for an assignment.

If an employee is not assigned to sufficient tasks within a critical element, then that employee will receive a "No Rating" for that element. Previously, some employees incorrectly received "Fully Successful" in these instances, which brought down their overall ratings.

An employee's performance must be rated by an individual, not a committee. If an employee disagrees with his/her evaluation, he/she may file a grievance seeking a higher rating.

**Two interim evaluations are required for all employees – one of which must be done in the first six months of the year.** The purpose of the interim is to give employees feedback during the year so that the final written evaluation at the end of the year is not a surprise. Despite the fact that this has been a requirement for at least 15 years, employees in many offices have reported that they have never had two interim evaluations, and therefore never had any idea what the final evaluation would read until they received it.

*For more information, please read Article 18 of the contract.*

## Alternate Work Schedules

The confusion over Compressed Work Schedule rules in many offices will hopefully end with the advent of the changes in the Alternate Work Schedules (AWS) article. Management can suspend an AWS during an emergency, but for only one pay period a year. An AWS cannot be terminated without being negotiated with the Union.

Another important change in this article is the inclusion of the local Union/Management councils in the decision over core hours, the duration of lunches, and start and stop times. These issues will now be addressed locally.

In the previous contract, supervisors were held responsible for employees' "punctuality". To reflect a more respectful view of employees, this has been changed to having supervisors responsible for the employees' "time".

While limited in availability, part-time and job sharing are scheduling options available to employees, despite what many have heard previously.

Other applicable information can be found in Article 25: Standard Workweek and Hours of Work.

*For more information, please read Articles 25 and 26 of the contract.*

## Changes In Awards Program

Changes in the Awards program were one of the most desired areas of improvement by employees. Employees have often complained that the process of getting an award is not clear, that the awards are not distributed fairly, and that the recipients of awards have not always been publicized as the contract has required. Also, changes in the awards program made in 1997 that were negotiated by the Department of State with two other unions, but not ours, resulted in more complaints by the employees. The intended goal of those changes was to streamline the process, but many employees felt that the relationship between performance and awards was diminished by de-linking the awards from the year-end evaluation. Another problem has been that those who have received awards have had to wait months for the money to actually be received.



Well before negotiations began, the Union repeatedly communicated to Management these concerns with the Awards program and the frustrations of both award recipients and non-recipients. While the end result is less than what we had proposed, the changes are still an improvement.

One of the biggest changes in the new awards policy is the direct link now established between receiving an award for achieving an "Outstanding" rating on the evaluation. An employee who receives such a rating will also receive at least one award (QSI, Cash, or time off award – minimum of 8 hours) for that year. In other words, if you were rated at the "Outstanding" level for the year, but never received an award during the year, then you should be recommended for an award that will cover performance for some or all of that year.



Another strange result of the 1997 awards program changes was that some employees would receive an award and not know specifically what they did to receive the award. It is now a requirement that all recipients receive a citation that explains what performance merited the award.

Information on award recipients will be posted on the Intranet and available in printed version. The Union will also be provided an annual report on awards, showing the names and amounts.

Funding for awards will be allotted as a percentage of the total salaries within each office. According to Management, that was how awards funding was already allocated, but now it is in writing as an official policy.

While you may not file a grievance simply because you did not receive an award, the contract language on matters excluded from the grievance process has been clarified to state that you can file a grievance over violations of the awards article. In other words, if Management has not abided by what they agreed to in the awards article, then you may file a grievance.

*For more information, please read Articles 19 and 20 of the contract.*

## Promotions: Top Union Priority in Contract Negotiations

The most important issue that the employees expressed to the Union negotiating team before and during contract negotiations was career ladder promotions. There have been numerous complaints from employees over the years in virtually every office regarding the failure to be promoted and delays in promotions. Many have cited the experience of federal employees in other offices who have often received their career ladder promotions every 12 months, with no delay. Yet it was a rare occurrence for employees in Passport Services to be promoted that timely. When a promotion recommendation was submitted, delays often ensued, with management officials locally and in DC pointing their fingers at each other over the delay.

One of the problems with the previous contract was that it was often misinterpreted to require that employees receive an excellent or outstanding rating before they could be promoted. Another problem was that employees would not always know what they needed to do in order to be promoted.

While the changes in the contract are not all that the Union had hoped for, great improvements have been made. Now a simple formula for promotions has been created (see below), and if there are any delays after the requirements have been met then the promotion will be retroactive to the

appropriate effective date. Employees will be informed before their year-in-grade is up about whether they will be promoted or, if not, then what areas need to be improved.

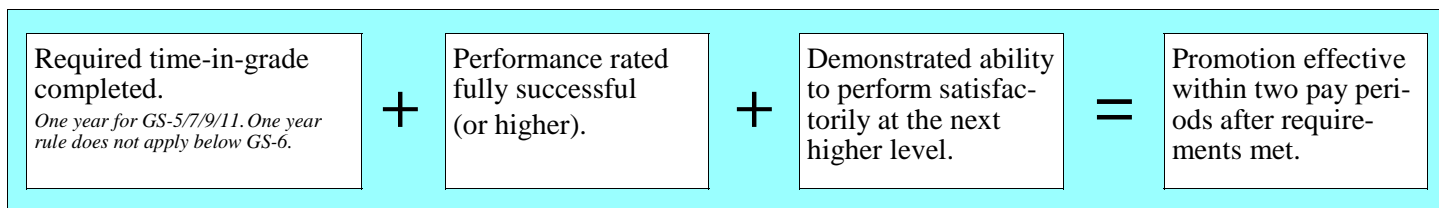
For employees in the GS-5/7/9/11 career ladder, the required time-in-grade to be promoted is one year. The one-year rule does not apply to employees below GS-6.

Employees must still demonstrate the ability to perform satisfactorily at the next higher level (i.e., to achieve a “fully successful” evaluation at the next grade). To help clarify this often controversial issue, the contract says that, generally, exceeding the requirements at the current level is indicative of being ready to be promoted to the next. Furthermore, the contract now requires that excellent or outstanding employees at the GS-5 or GS-7 level will **automatically** be promoted (so long as the time-in-grade is completed).

It is important to not misconstrue these clarifications: fully successful employees can be promoted as well (once the time-in grade has been completed). Furthermore, in order to demonstrate the ability to do the job at the next higher level, it is not a requirement that the employee actually do the higher level job or produce at the same level.

*For more information, please read Article 15 of the contract.*

### Career Ladder Promotion Formula



## Employee Rights Enhanced

One of the changes in the Employee Rights and Responsibilities Article is to the Office Attire section. Previously, the contract required standards to be comparable to major department stores or commercial banks. That reference has been eliminated. More flexibility from office to office is now allowed, with the union/management council now explicitly involved in crafting each local policy.

A new section has been added on the Personnel Office. This section was created to address the many employee complaints that the Union had heard regarding delays and errors in personnel actions, and the lack of access to personnel specialists. Employees in some offices had been forced to inform their supervisors about any personnel problems, and the supervisors would then contact the Personnel Office. Others have had problems with personnel actions (including insurance and leave balances transferred from other jobs) that have taken months and years to correct. The new contract requires that employees have “confidential access” to a personnel specialist, and that the personnel actions be processed or corrected within two pay periods.

“Sexual orientation” has been added to the list in the Non-Discrimination section. The prohibition on discrimi-

nating on that basis was already Department policy, but that can change, and the addition is intended to lock it in for this bargaining unit.

The new contract now clearly indicates that employees meeting with Union representatives or Management officials about a complaint or working conditions shall receive official time. This was already the case but not always well understood. When meeting with a Union representative, the representative may request the official time in advance on behalf of the employee. However, employees representing themselves in a grievance must follow the official time procedures found in Section 6 of Article 7.

A section has also been added to the contract regarding “Personal Use of Government Equipment” that clarifies employees rights and responsibilities in this area.

“Past Practices” – the way things have been done in an office before – shall continue until Management or the Union accomplishes a change through appropriate means (formal negotiations or partnership). This was already a principle to be abided by, but has been added to the contract since some were not aware of it.

*For more information, please read Article 6 of the contract.*