



# LOCAL 1998

National Federation of Federal Employees  
International Association of Machinists &  
Aerospace Workers, AFL-CIO



Date: September 21, 2001

To: Joyce Gunn, Regional Director – Houston Passport Agency

From: Beverly Ellis – Local 1998 Vice President & Butrina Tolbert – Local 1998 Steward

RE: Informal Grievance

---

Local 1998 requests that the following informal grievance be considered in accordance with the provisions of Article 20 of the Agreement Between Passport Services and Local 1998.

On September 4, Assistant Regional Director Eric Botts forwarded to us management's last revision of the Compressed Work Schedule Agreement for the Houston Passport Agency. This last revision has failed to address the concerns raised by the Union. We believe that the following provisions are violations of the contract, regulation or law:

1. *"Pilot Program"*

There are no provisions in the contract that provide for a "pilot" program. Article 26, Section 1, (3<sup>rd</sup> paragraph) states: "The Employer may not terminate Flexitour and other Alternative Work Schedules without providing the Union the notice and opportunity to negotiate." 5 USC 6131 provides the procedure for terminating a compressed work schedule.

It is important to note that last year the Compressed Work Schedule (CWS) was indefinitely suspended in this office without consideration of the provisions of 5 USC 6131. We have a CWS agreement that was worked out in 1999. Because of changes to the Union contract, our local office agreement requires revision. We are not discussing a new program, but resumption of a program that was suspended in violation of law.

2. *"Flexitour and Alternative work Schedules Plans will remain in force under the terms established in this agreement provided the agency meets establish productivity and operational requirements essential to the mission of the agency. Management reserves the right to monitor performance and productivity standards during the program and seek modifications necessary to complete the mission of the agency."*

As noted in #1, Article 26 and 5 USC 6131 provide the procedures for terminating a compressed work schedule. Management is attempting to provide an escape clause that was not negotiated or provided for in law.

3. *"Flexitour and other Alternate Work Schedules may be suspended by the Employer under certain emergency situations as provided for in the agreement or at the discretion of the Regional Director in the interest of employee and public safety or national security. Such action can be taken upon written notification to the employees and bargaining unit representative. Additionally, the terms of the suspension will be subject to negotiation."*

Article 26, Section 1, of the contract provides for a “one pay period” suspension “during emergencies, including workload crisis.” Any proposal to extend that suspension for more than one pay period requires notification to the Union and the opportunity to negotiate as appropriate. Management’s proposal does not include a limitation as required by the contract.

In addition, management is currently in violation of this provision. The new contract became effective on July 3<sup>rd</sup>, only allowing a one pay period suspension. Our CWS remains suspended several pay periods later.

We request the following in order to be in compliance with the contract and applicable law and regulation.

1. Immediate resumption of the CWS as drafted and agreed to in 1999, with changes as mandated by the new contract.
2. Resumption of discussions over a new CWS agreement for the Houston Passport Agency with management agreeing to language which conforms to the union contract, regulation, and law, including:
  - Dropping the term “pilot” program.
  - Revising the language regarding suspension or termination of the CWS program so that it does not go beyond the language of the contract or applicable regulation and law.

Under the provisions of the contract, you have 15 days to render a decision and take appropriate action.

Thank you for your consideration.

Beverly Ellis

Butrina Tolbert

Local 1998 Vice President

Local 1998 Steward