



Representing the bargaining unit employees of Passport Services, a division of the Department of State's Bureau of Consular Affairs

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Step 1 Formal Grievance

April 7, 2009

To: PPT/ZZ
cc: EMPLOYEE A

**NOTE: This grievance was
filed under the old CBA.
Keep that in mind when
referencing this sample.**

NFFE Local 1998 requests that the following Step 1 Formal Grievance be considered in accordance with the provisions of Article 20 of the Agreement between Passport Services and NFFE Local 1998. I am filing this Grievance on behalf of Passport Specialist EMPLOYEE A. I hereby incorporate in its entirety, by reference, the Informal Grievance filed on March 16, 2009. We received the denial of the grievance on April 3, 2009.

Response to the denial of the Informal Grievance

Progress reviews

The response to the grievance did not at all address the other issue, besides the promotion, that was raised in the grievance – namely, the failure to give him a timely progress review. I recently came across an ZZ employee's appraisal from earlier in this decade in which that employee also did not have the required two progress reviews. Combine that with the fact that the 2008 annual appraisals and 2009 job elements were distributed late at ZZ (already addressed and resolved with ZZ Management informally), and there may be an ongoing problem.

The Union is seeking and would appreciate confirmation and guarantees from ZZ Management that all ZZ employees, including Mr. EMPLOYEE A, will received two progress reviews in 2009, and that at least one occur before the midpoint of the year – all required by Article 18, Section 8a(1).

Career ladder promotion qualifications

The response to the grievance did not address the fact that Mr. EMPLOYEE A has met all of the qualifications to be promoted. He has the time-in-grade, the required rating level, and has demonstrated the ability to perform at the GS-11 level. Indeed, in the very area being cited by Management as the concern, Mr. EMPLOYEE A had received an "Exceeds Expectations"/"Excellent" rating as a GS-9 – BOTH in 2008 and 2007. Management is apparently

requiring Mr. EMPLOYEE A to receive an “Outstanding” rating in this element prior to promoting him, and that is certainly not in compliance with the contract.

Indeed, the requirements for what is now Work Commitment 1a “Passport Adjudication” are exactly and precisely the same for the GS-9 and GS-11 levels:

GS-9	GS-11
Passport Adjudication - Determines sufficiency of identity evidence and takes appropriate action for insufficient cases. - Applies citizenship law, passport regulations and procedural guidelines for all cases, using adjudicative logic and discretion from a range of acceptable options. - Researches applicable law and regulations to resolve complex or unusual claims. - Determines sufficiency of citizenship evidence and resolves insufficient cases. - Legibly and accurately records citizenship and identification documents.	Passport Adjudication - Determines sufficiency of identity evidence and takes appropriate action for insufficient cases. - Applies citizenship law, passport regulations and procedural guidelines for all cases, using adjudicative logic and discretion from a range of acceptable options. - Researches applicable law and regulations to resolve complex or unusual claims. - Determines sufficiency of citizenship evidence and resolves insufficient cases. - Legibly and accurately records citizenship and identification documents.

So, the fact that Mr. EMPLOYEE A has exceeded the expectations for these requirements as a GS-9 indicates he would perform Fully Successful, or higher, as a GS-11. There is no logical or reasonable basis for denying his promotion based on these facts.

Other issues

The denial from Management stated that “we can provide numerous examples of cases that would have been issued incorrectly or cases suspended for additional documentation that should have been issued.” The problem with this is that these examples have not been provided to Mr. EMPLOYEE A. If there are examples, then he should have been informed of them during the progress reviews and at other times, in accordance with Article 15, Section 7b(2). That claim by Management is belied by the very rating given to Mr. EMPLOYEE A by Management.

As mentioned in the Informal Grievance, Mr. EMPLOYEE A was told by his supervisor back on September 24, 2007 that she would promote him if he was doing fine over the next six months (which was itself a contract violation). Five months into that period Mr. EMPLOYEE A <SUFFERED AN INJURY>. Even though there is no six month requirement in the contract, Mr. EMPLOYEE A had performed satisfactorily during the first five months of that test period.

When he returned after the long period off, it is true that for the first two weeks, like any other adjudicator coming back from an extended time off, he had to adjust and was not perfect in his adjudication. However, the others in that same section also made “mistakes”, which I am putting in quotations because there were so many changes to policies that the employees in the Diplomatic Section requested and received training on the requirements to sort out all of the confusion. The denial of the grievance unfairly implies that Mr. EMPLOYEE A did not do well in that section and

had to be moved to another – however, what actually happened was that some of his coworkers were not treating him well and that is why he asked to be moved. One employee was being obnoxious and loudly using profanity and accusing Mr. EMPLOYEE A of lying about how he broke his ankle.

<OMITTED>

Requested Relief

I respectfully request that Mr. EMPLOYEE A be made whole, including being promoted to GS-11 with back pay and interest. I also request that Article 15 and 18 provisions be honored in the future.

Thank you for your consideration.

Colin Patrick Walle