




UNITED STATES DEPARTMENT OF COMMERCE
International Trade Administration
Washington, D.C. 20230

**DIRECTOR GENERAL OF THE U.S. AND
FOREIGN COMMERCIAL SERVICE**

DATE: December 4, 1996

FROM: Lauri Fitz-Pegado 
Assistant Secretary and Director General

TO: Elizabeth W. Stroud
Director for Human Resources
Management

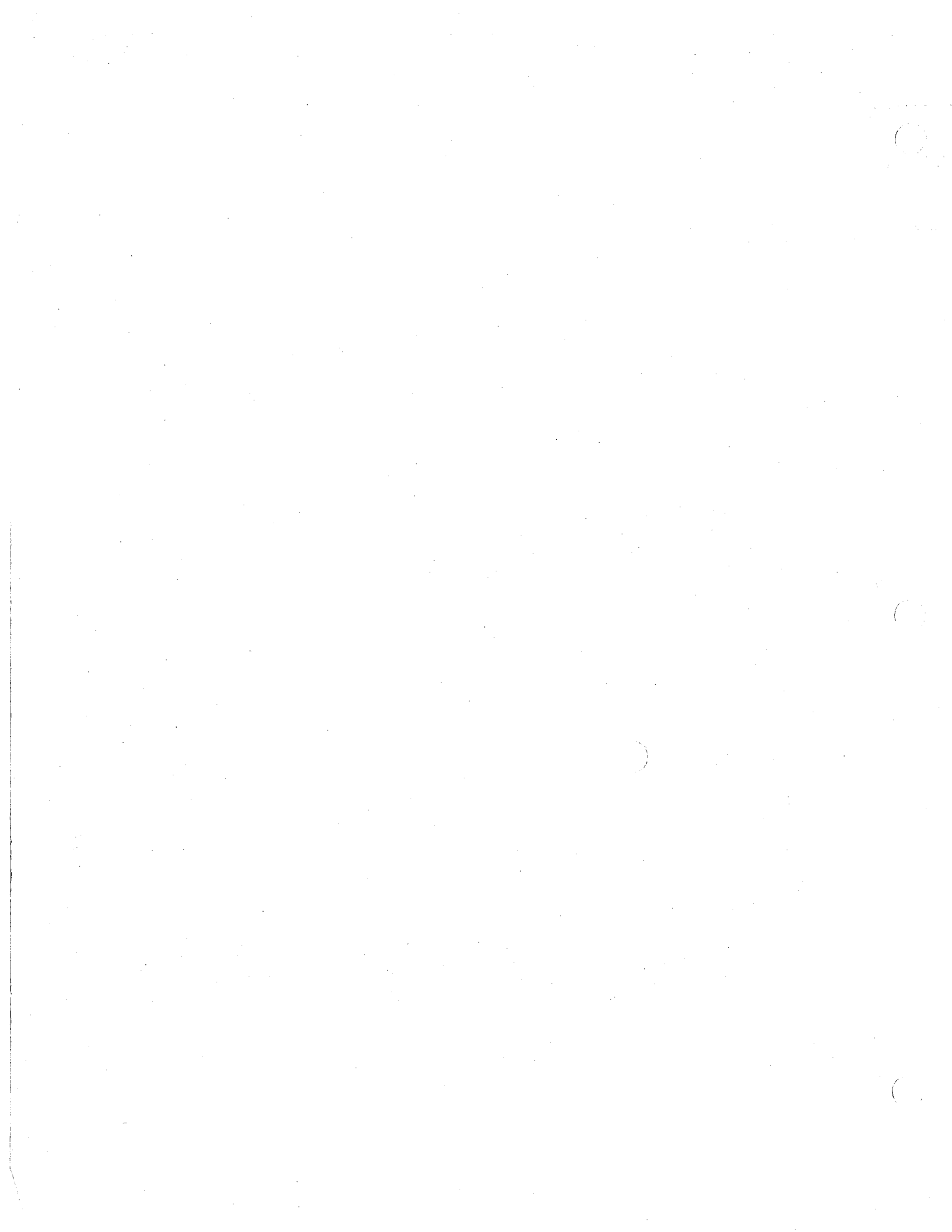
SUBJECT: Transmittal of **Collective Bargaining Agreement**
for Agency Head Review

The Collective Bargaining Agreement between the U.S. and Foreign Commercial Service (US&FCS) and the American Foreign Service Association (AFSA) was approved and signed on the afternoon of December 3, 1996, by F. Allen Harris, President of AFSA and me. We were supported by our respective negotiating teams and had a photographer to recording the official signing.

The Agreement is hereby forwarded to your office for agency head review. If you have any technical questions on the agreement please refer them to my senior advisor (Scott Bozek) on 482-2393.

cc: Scott Bozek, Senior Advisor DG/HRD
Kathleen Taylor, OGC
Deanna Shepherd, PTO





**GROUND RULES AGREEMENT
BETWEEN THE AMERICAN FOREIGN SERVICE ASSOCIATION
AND THE U.S. & FOREIGN COMMERCIAL SERVICE**

This agreement is entered into by and between the U.S. & Foreign Commercial Service, Department of Commerce (US & FCS) and the American Foreign Service Association bargaining unit within US & FCS (AFSA). The purpose of the agreement is to establish basic ground rules for negotiations between US & FCS and AFSA (the parties) regarding: re-negotiation of the collective bargaining agreement, proposed changes to conditions of employment, procedures which management will observe in exercising their authority, appropriate arrangements for employees adversely affected by management's actions, and mid-term bargaining.

Section 1: Preamble

In the interest of sound labor-management relations, the parties agree to conduct negotiations as expeditiously as *practicable* and to bargain in good faith to reach agreement.

Section 2: Negotiating Teams

A. The negotiation team for each of the parties shall consist of up to 6 individuals, including non-employees of US & FCS who may be present at any negotiating session. The parties, at their discretion, may change the individuals present during the negotiation of any group of articles.

B. Technical experts may, at the mutual consent of the parties, be present at negotiations to provide briefings to the parties on issues related to the specific topic being negotiated. Such experts will not be counted as members of either party's bargaining team.

C. Each party will provide the other with a list of its negotiating team not later than ten work days prior to the date negotiations are to start.

D. US&FCS recognizes that effective and efficient negotiations may require a substantial commitment of time on the part of both parties. US&FCS will adjust the workload of employees serving on the parties negotiating teams while the parties are actively engaged in the negotiation process. Such adjustments will be made proportional to the amount of time spent in negotiations and to the amount of official time spent in preparation for negotiations, unless doing so will significantly interfere with the completion of US&FCS's critical day-to-day operations or the performance of its overall mission.

Section 5: Negotiations

A. Negotiations shall begin within 15 work days after the exchange of counter-proposals unless the parties agree otherwise.

B. Negotiations normally shall be conducted at least two days a week, every week until negotiations are concluded. The parties will meet each day of scheduled negotiations from 9:30 AM to 3:30 PM unless the parties mutually agree to extend or shorten the period of negotiations. The parties may mutually agree to cancel negotiations on a specific day.

C. During negotiations, either bargaining team may call caucuses. Caucuses will be limited to 30 minutes unless a longer period is mutually agreed upon by both parties.

D. When the parties reach a preliminary agreement on an article or a mutually agreed upon group of articles, section(s) thereof, that issue, article, group, or section shall be initialed by the chief negotiators. Nothing in this sub-section shall preclude the reopening of any article or section when the negotiation of a subsequent article or section would create a conflict within the collective bargaining agreement or upon mutual consent of the parties.

E. Each team may take its own notes. No transcribing or recording of the proceedings will occur.

Section 6: Negotiations Facilities

A. Negotiations will be held in space provided by US&FCS at the Department of Commerce or any other mutually agreed upon location. Caucus space will be provided for each party at the same location.

B. Reasonable use of US&FCS facilities to complete tasks related to the negotiations while on official time may be made by the AFSA negotiation team members at their work site.

Section 7: Dispute Resolution

A. Mediation and impasse shall be handled according to the appropriate statute, rule, or regulations.

B. Negotiability Disputes

1. The parties agree that they will not pursue the decisional involvement of Foreign Service Labor Relations Board (FSLRB) in any negotiability dispute between them over contract proposals or counter-proposals until they have attempted to settle the matters voluntarily up to and including the use of mutually acceptable alternative dispute resolution (ADR) techniques. If the parties cannot agree on the ADR techniques to be used, they will jointly request the assistance of the Collaboration and Alternative Dispute Resolution Program (CADR). If ADR does not resolve all the questions of negotiability, any remaining negotiability issues may be formalized and sent to the FSLRB in accordance with its rules and regulations.

2. If any portion of the negotiated agreement is disapproved upon agency head review or otherwise unresolved due to a negotiability dispute, the remaining agreed upon articles *may* be executed and implemented, except to the extent that they are dependent on the disputed portions for their implementations.

C. Ground Rules Disputes

1. The parties agree to cooperate in the expeditious resolution of any dispute arising over these ground rules so that the bargaining process is not unduly delayed.

2. The parties agree that the first step in the dispute resolution process should be mediation. If the parties cannot mutually agree on a mediator, a mediator will be requested from CADR.

3. If mediation does not resolve the dispute, the parties will request a panel of arbitrators from the Federal Mediation and Conciliation Service. The parties shall select an arbitrator from the panel by mutual agreement or by alternatively striking after a coin toss. The winner of the coin toss will strike last. If the selected arbitrator is unavailable, another arbitrator will be selected from the panel or a new panel requested.

4. The parties agree that they will request that the arbitrator issue a decision within one calendar week of the hearing in dispute.

5. US&FCS and AFSA will each pay half of the arbitrator's fees and expenses. AFSA will pay its own attorney's fees.

6. The party requesting a transcript will pay for it unless both parties receive copies in which case the cost will be split.

Section 8: Ratification of Negotiated Changes

A. AFSA reserves the right to ratify any agreement regarding negotiated changes between the parties, and will have obtained such ratification of the final agreement in a timely manner after completion of the Agency head review.

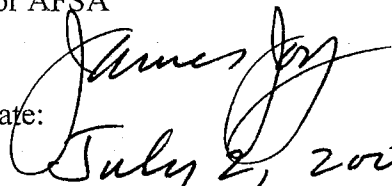
B. Upon completion of Agency Head review, US&&FCS will provide to AFSA clean copies of the agreed upon items for ratification.

Section 9: Duration and Coverage of Ground Rules

Where there is conflict between the Ground Rules Agreement (GRA) and the Collective Bargaining Agreement (CBA), the CBA governs. Once executed, this ground rules agreement will remain in full force and effect, and absent the objection of one party, will be utilized in negotiations for the period of one year from the signing. If such objection exists, both parties agree to conduct negotiations in good faith without the ground rules.


For AFSA

Date:


July 2, 2001

For US&FCS

Date:


JULY 12, 2001



**The Collective Bargaining
Agreement
(CBA)
between
AFSA and US&FCS**





COLLECTIVE BARGAINING AGREEMENT BETWEEN USFCS & AFSA

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PREAMBLE

Whereas experience in both private and public employment indicates that the statutory protection of the right of workers to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them, safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlement of disputes between workers and their employers involving conditions of employment; and whereas the unique conditions of Foreign Service employment require a distinct framework for the development and implementation of modern, constructive, and cooperative relationships between management officials and organizations representing members of the Foreign Service, therefore labor organization and collective bargaining in the Foreign Service are in the public interest and are consistent with the requirements of an effective and efficient Government.

Now, therefore, the following articles and such amendments and/or supplemental agreements which are executed constitute a Collective Bargaining Agreement, hereinafter called the "Agreement" by and between the U.S. and Foreign Commercial Service, hereinafter called the "US&FCS," and the American Foreign Service Association, hereinafter called "AFSA," in accordance with the Foreign Service Act of 1980, as amended, hereinafter called the "Act."

ARTICLE I RECOGNITION AND UNIT DESCRIPTION

In accordance with the exclusive recognition granted under the Act on September 1, 1994, US&FCS recognizes AFSA as the exclusive representative of the employees in the following bargaining unit, hereinafter called the "unit":

The unit constitutes a single and separate world-wide bargaining unit of all Foreign Service employees employed by US&FCS, excluding all management officials, confidential employees, employees engaged in personnel work in other than a purely clerical capacity, and employees engaged in criminal or national security investigations or who audit the work of individuals to ensure that their functions are discharged honestly and with integrity.

ARTICLE II
PRECEDENCE OF LAWS, REGULATIONS, PAST PRACTICES

Section 1:

In the administration of all matters covered by this Agreement, AFSA and US&FCS are governed by the following:

- A. existing and future laws;
- B. Government-wide rules and regulations and Executive Orders (where applicable and governing) in effect on the effective date of this Agreement;
- C. Department of Commerce, hereinafter called "DOC," rules and regulations in effect on the effective date of this Agreement and not in conflict with this Agreement;
- D. Provisions of the Foreign Affairs Manual, hereinafter called the "FAM", to which US&FCS is a party.
- E. Government-wide rules and regulations, Executive Orders (where applicable and governing), and DOC rules and regulations issued after the effective date of this Agreement that do not conflict with this Agreement.

Section 2:

This Agreement supersedes all past practices in conflict with this Agreement. Past practices not in conflict with this Agreement shall continue, absent US&FCS's notification to AFSA of its intent to discontinue or modify a particular practice.

Section 3:

To the extent that US&FCS's published regulations and policies are in conflict with this Agreement, the provisions of the Agreement will govern.

ARTICLE III
DEFINITIONS

For purposes of this Agreement, the terms listed below shall have the following meaning:

1. "Act" shall mean the Foreign Service Act of 1980, as amended.
2. "AFSA" shall mean the American Foreign Service Association or Union.
3. "AFSA Official" and/or "AFSA Representative" shall mean any AFSA official/representative or duly elected official and appointed representative of AFSA.
4. "Amendments" shall mean modifications of the Collective Bargaining Agreement to add, delete, or change portions, sections, or articles of the Agreement.
5. "Collective bargaining" shall mean the performance of the mutual obligation of the management representative of US&FCS and the exclusive representative of employees to meet at reasonable times and to consult and bargain in a good-faith effort to reach agreement with respect to negotiable conditions of employment affecting employees.
6. "Collective Bargaining Agreement" or "CBA" shall mean a basic agreement entered into for a stated term (such as three years) as a result of collective bargaining under the provisions of Chapter 10 of the Act.
7. "Conditions of Employment" shall mean personnel policies, practices, and matters, whether established by regulation or otherwise, affecting working conditions, but not including policies, practices, and matters:
 - relating to political activities prohibited abroad or prohibited under subchapter III of Chapter 73 of Title 5, U.S. Code;
 - relating to the designation or classification of any position under section 501 of the Act;
 - to the extent such matters are specifically provided for by Federal statute; or

- relating to Government-wide or multiagency responsibility of the Secretary affecting the rights, benefits, or obligations of individuals employed in agencies other than those which are authorized to utilize the Foreign Service personnel system.
- 8. "Confidential employee" shall mean an employee who acts in a confidential capacity with respect to an individual who formulates or effectuates management policies in the field of labor management relations.
- 9. "Days" shall mean Washington Headquarters' work days, unless otherwise specified.
- 10. "Department" shall mean the U.S. Department of Commerce.
- 11. "Emergency" shall mean an unexpected, serious occurrence or situation requiring prompt action.
- 12. "Employee" shall mean:
 - (A) a member of the Foreign Service who is a citizen of the United States, wherever serving, other than a management official, a confidential employee, a consular agent, or any official who participates in a strike in violation of section 7311 of Title 5, United States Code; or
 - (B) a former member of the Foreign Service as described in sub-paragraph (A) whose employment has ceased because of an unfair labor practice under Section 1015 of the Act and who has not obtained any other regular and substantially equivalent employment, as determined under regulations prescribed by the Foreign Service Labor Relations Board.
- 13. "Grievance" shall mean any act, omission, or condition subject to the control of the Secretary which is alleged to deprive a member of the Service who is a citizen of the United States of a right or benefit authorized by law or regulation or which is otherwise a source of concern or dissatisfaction to the member.
- 14. "Impasse" shall mean the stage in the negotiation process where both parties are unable to resolve a dispute and refer it to the Foreign Service Impasse Disputes Panel.

15. "Management official" shall mean an employee of US&FCS who:
- (A) is a chief of mission or principal officer;
 - (B) is serving in a position to which appointed by the President, by and with the consent of the Senate, or by the President alone;
 - (C) occupies a position which in the sole judgement of US&FCS is of comparable importance to the offices mentioned in subparagraph (A) or (B);
 - (D) is serving as a deputy to any individual described by subparagraph (A), (B), or (C);
 - (E) is assigned to carry out functions of the Inspector General of the Department and the Foreign Service under section 209 of the Act; or
 - (F) is engaged in the administration of Chapter 10 of the Act or in the formulation of the personnel policies and programs of the Department.
16. "Memorandum of Understanding" shall mean a document which is utilized to record the agreement of US&FCS and AFSA on supplements to the Collective Bargaining Agreement.
17. "Mid-Term Bargaining" shall mean negotiations during the term of the Collective Bargaining Agreement over AFSA proposed changes in conditions of employment not covered by the Collective Bargaining Agreement or not clearly and unmistakably waived during negotiations.
18. "Negotiability dispute" shall mean a dispute over whether US&FCS is obligated to bargain collectively over a union proposal.
19. "Supplements" shall mean additional agreements negotiated during the term of the Collective Bargaining Agreement, which supplement the articles contained therein.
20. "US&FCS" shall mean the U.S. and Foreign Commercial Service or any of its management or supervisory officials.

ARTICLE IV
EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1: Union Membership

(A) Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal. Each employee shall be protected in the exercise of such rights. US&FCS shall not encourage or discourage membership in any labor organization by discrimination in connection with hiring, tenure, promotion, or other conditions of employment. Except as otherwise provided in the Act, such rights include the right:

(1) to act for a labor organization in the capacity of a representative, and in that capacity, to present the views of the labor organization to officials of US&FCS and other officials of the Government, including Congress, or other appropriate authorities, and;

(2) to engage in collective bargaining with respect to conditions of employment through representatives chosen by the employees as provided by the Act.

(B) US&FCS shall not interfere with, restrain, or coerce any employee in the exercise by the employee of any rights under the Act, and shall not discipline or otherwise discriminate against an employee because the employee has filed a grievance or given testimony under Chapter 11 of the Act, or filed a complaint or petition, or has given any information, affidavit, or testimony under Chapter 10 of the Act.

(C) Nothing in this Agreement will require an employee to become or remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary written authorization by a member for payment of dues through payroll deductions, in accordance with Article X.

Section 2: Representation Rights

(A) A bargaining unit employee has the right to be represented by an AFSA representative at all stages of a grievance, appeal, or disciplinary action (other than an oral admonishment.)

(B) An employee is not precluded from being represented by an attorney or other representative of the employee's own choosing,

other than the exclusive representative, in any grievance proceeding under Chapter 11 of the Act, or from exercising grievance or appeal rights established by law, rule, or regulation.

(C) A bargaining unit employee must advise his/her supervisor in advance if he/she needs to use duty time to confer with an AFSA representative. If for a work-related reason the employee cannot be released at a given time, an alternate time will be provided by the supervisor.

(D) An employee also has the right, hereinafter called the "Weingarten Right," to union representation at any examination by an employee or agent of US&FCS in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests such representation. If the employee makes a request for union representation, US&FCS will:

- (1) grant the request and allow a reasonable period of time for an AFSA representative to make himself/herself available for the interview;
- (2) discontinue the interview; or
- (3) offer the employee the choice between continuing the interview unaccompanied by a union representative or having no interview.

(E) US&FCS shall provide written notice of the Weingarten Right to bargaining unit employees in October and April of each year. Because the bargaining unit is world-wide, the notice (Appendix A) will be distributed by both cable and Email. This notice also informs employees that AFSA is their exclusive representative.

(F) AFSA and US&FCS recognize that US&FCS cannot negotiate an agreement covering investigative procedures of third parties conducting investigations of US&FCS employees when those third parties are not acting as agents of US&FCS.

ARTICLE V
UNION RIGHTS AND RESPONSIBILITIES

Section 1: Representation

AFSA is responsible for representing the interests of all employees in the unit without discrimination and without regard to Union membership.

Section 2: Grievance Representation

An employee has the right to seek union representation or advice at any point in the grievance process. This does not preclude an employee from being represented by an attorney or other representative in any grievance proceeding under Chapter 11 of the Act or exercising grievance or appeal rights established by law, rule or regulation.

Section 3: Weingarten Representation

(A) AFSA shall be given the opportunity to be represented at any examination of an employee in the unit by an employee or agent of US&FCS in connection with an investigation if:

- (1) the employee reasonably believes that the examination may result in disciplinary action against the employee; and
- (2) the employee requests representation.

(B) If the employee makes a request for union representation, US&FCS will:

- (1) grant the request and allow a reasonable period of time for an AFSA representative to make himself/herself available for the interview;
- (2) discontinue the interview; or
- (3) offer the employee the choice between continuing the interview unaccompanied by a union representative or having no interview.

(C) US&FCS will provide written notice of the Weingarten Right (Appendix A) to bargaining unit employees in October and April of each year. Because the unit is world-wide, the notice will be distributed by cable and Email. This notice also informs employees that AFSA is the exclusive representative.

(D) AFSA recognizes that this Section does not cover investigative procedures of third parties conducting investigations of US&FCS employees when those third parties are not acting as agents of US&FCS.

Section 4. Notice of Formal Meetings

(A) US&FCS shall, when practicable, provide AFSA a minimum of 24 hours advance notice, preferably in writing, of formal meetings with employees for the purpose of discussing personnel policies, practices, and procedures or other matters affecting conditions at post and in the United States. AFSA, at its discretion, may designate one (1) representative to attend such meetings.

(B) For formal meetings at post, an AFSA bargaining unit employee will, when practicable, be the AFSA representative who attends the meeting. A US&FCS bargaining unit employee who is a member of AFSA attending formal US&FCS meetings at post solely as the AFSA representative will be given official time, including reasonable and necessary travel time, to attend such meetings; however, US&FCS will normally not pay travel and/or per diem expenses.

Section 5. Notice of Change in Policy

US&FCS shall transmit to AFSA all proposed changes in personnel policy, procedures or other matters affecting conditions of employment of bargaining unit employees in the United States as well as at post. Upon receipt of such notice, AFSA may request bargaining concerning the proposed change(s) in accordance with Article VIII, Section 2, Conduct of Labor-Management Relations.

Section 6. Requests for Information

In accordance with the provisions of Section 1013(e)(4) of Chapter 10 of the Act, US&FCS agrees to provide AFSA, upon written request and to the extent not prohibited by law, data:

- (1) which are normally maintained by US&FCS in the regular course of business;
- (2) which are reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and
- (3) which does not constitute guidance, advice, counsel, or training provided for management officials or confidential employees relating to collective bargaining.

These data normally will be transmitted to AFSA within fifteen (15) work days of the request for information. US&FCS will notify the AFSA representative requesting the information if it will not be able to provide the information within the normal time frame.

Section 7. Advance Notice of ULP Filings

AFSA and US&FCS agree to give reasonable advance notice of no fewer than five (5) work days of the intent to file an unfair labor practice charge with the Foreign Service Labor Relations Authority, hereinafter "FSLRA," so as to allow an opportunity for an informal disposition of the matter.

ARTICLE VI MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1:

(A) Management officials of US&FCS retain the right, in accordance with applicable laws and regulations:

- (1) to determine the mission, budget, organization, internal security practices of US&FCS, and the number of individuals in US&FCS;
- (2) to hire, assign, direct, lay off, and retain individuals in US&FCS; to suspend, remove, or take other disciplinary action against such individuals; to determine the number of members of US&FCS to be promoted; and to remove the name of or delay the promotion of any member in accordance with regulations prescribed under Section 605(b) of the Act;
- (3) to assign work; to make determinations with respect to contracting out; and to determine the personnel by which the operations of US&FCS shall be conducted;
- (4) to fill positions from any appropriate source;
- (5) to determine the need for uniform personnel policies and procedures among the foreign affairs agencies; and,
- (6) to take whatever actions may be necessary to carry out

the mission of US&FCS during emergencies.

(B) Nothing in this section shall preclude US&FCS and the exclusive representative from negotiating:

(1) at the election of US&FCS, on the numbers, types, and classes of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

(2) procedures which management officials of US&FCS will observe in exercising any authority under that section; or,

(3) appropriate arrangements for employees adversely affected by the exercise of any authority under that section by such management officials.

Section 2.

US&FCS and AFSA may consider and achieve bilateral resolution on issues between labor and management in accordance with the Partnership Resolution between US&FCS and AFSA, dated January 10, 1995.

Section 3.

Chapter 10 of the Act does not authorize participation in the management of a labor organization or acting as a representative of a labor organization by a management official, a confidential employee, or any other employee if the participation or activity would result in a conflict or apparent conflict of interest or would otherwise be incompatible with law or with the official functions of such management official or such employee.

ARTICLE VII UNION REPRESENTATION AND OFFICIAL TIME

Section 1. Certification of Union Representatives

US&FCS agrees to recognize duly elected officers and other representatives of AFSA. AFSA agrees that the Vice-President or principal representative from AFSA will be a Washington-based employee. AFSA will provide US&FCS with a complete list of

officers and representatives, including the name, title, duty location, and telephone number of each representative within fifteen (15) work days after each general election of officers and on a quarterly basis thereafter (unless there are no changes during that period). US&FCS also agrees to recognize the designation of AFSA representatives at post. Upon receipt of written notice from AFSA, US&FCS will notify post management of the designation and authorization to deal with the named individual. All dealings between the AFSA post representative and post management will be in compliance with the CBA and any supplements thereto.

Section 2: Official Time - General

A) US&FCS and AFSA agree that bargaining unit employees who are certified by AFSA as officers/representatives in accordance with this Article shall be authorized a reasonable amount of official time only when representing US&FCS employees when the employee would otherwise be in a duty status, unless the AFSA representative's absence will significantly interfere with the completion of US&FCS's critical day-to-day operations or the performance of its overall mission. No other person shall be entitled to such use of official time. Official time will not be granted for internal union business. Travel expenses and/or per diem will normally not be granted for AFSA designated representatives; however, travel time will be provided in accordance with Section 7(F) of this Article.

B) A reasonable amount of official time will be granted to US&FCS employees at post who are designated as AFSA representatives. However, this time is granted for the purpose of representation only when post US&FCS bargaining unit employees are affected. Any time representing non-US&FCS employees for labor relations purposes, either individually or collectively, must be done while in a personal leave or non-duty status.

C) The AFSA Vice-President shall be authorized up to 25% of official time. Should representational duties give rise to the need for additional time, the Senior Advisor for Human Resource Development may approve a request from the Vice-President for a specific amount of official time in excess of 25%, if approval is in the best interest of AFSA and the US&FCS.

D) The AFSA Principal Representative shall be authorized reasonable time to carry out labor relations tasks covered

by Section 5 of this Article.

Section 3. Time-in-Class (TIC) Extension/Selection Boards

US&FCS agrees to allow the AFSA US&FCS Vice President and Principal Representative during the initial two years they hold these offices (or during no more than one additional year immediately following the initial two years, in order to complete a three-year tour of duty):

- A. Review by selection boards for each year served; and
- B. Extension of the officer's single class time-in-class by one year for each year served in that capacity, provided that: (1) the officer has served more than six months in his/her AFSA office; and (2) the officer has not been promoted for service during that period.

Section 4. Definitions

For the purpose of this Agreement:

- A. "Official Time" means the time expended by US&FCS bargaining unit employees when in a duty status, without charge to leave of any kind, and approved by US&FCS for the purposes set forth in Section 5 of this Article.
- B. "Reasonable Time" means the time necessary to accomplish the labor relations tasks for which time is requested, including a reasonable amount of official time to travel to and from the task location.

Section 5. Official Time Allowances

Official time for representational purposes or representational activities is covered by Section 1013 of the Act. Official time includes, but is not limited to:

- A. Representation at formal meetings (See Article V, Section 4.);
- B. Representation at investigatory meetings or interviews (See Article V, Section 3.);
- C. Any meeting between the AFSA representative and one or more representatives of US&FCS that is initiated by either US&FCS or the AFSA representative in order to informally resolve problems of concern to either party;

D. Participation in bargaining, including any related mediation, impasse or negotiability proceeding;

E. Participation in proceedings initiated by either party in connection with statutory or regulatory appeal procedures involving any member of the bargaining unit;

F. Appearing before or meetings with members of Congress or their staffers to discuss legislation affecting conditions of employment in US&FCS;

G. Preparation for, investigation of, and representation in, the foregoing activities;

H. Reasonable and necessary time for US&FCS bargaining unit employees to carry out their responsibilities when serving as the AFSA representative at post. (See Section 2(B) of this Article.)

Section 6. Internal Union Business

Time spent conducting the AFSA's internal union business shall not be on official time. Internal union business includes, but is not limited to:

- A. membership meetings,
- B. soliciting union membership,
- C. collecting union dues or assessments,
- D. campaigning for union office,
- E. distributing or posting union membership literature, notices or authorization cards, and/or
- F. any activities pertaining to the internal management of the union.

Section 7: Use of Official Time

(A) AFSA recognizes its responsibility to ensure that its representatives will not unduly absent themselves from their assigned work and that representatives will make every effort to perform representational functions on behalf of the bargaining unit in a proper and expeditious manner. The determination as to whether the use of official time is within reasonable limits will be made by the AFSA representative's immediate supervisor or in

his/her absence the next higher level supervisor available, in consultation, if appropriate, with the Senior Advisor for Human Resource Development.

(B) Requests for official time for representational activities will be made to the AFSA representative's immediate supervisor, or in the absence of the immediate supervisor to his/her designee or the next higher level of supervision.

(C) Requests, in accordance with (B), above, shall be granted unless work situations would demand otherwise. If the representative cannot be spared, an alternative date and time shall be provided.

(D) Upon conclusion of the representational activity, the representative will inform his or her supervisor or designee as soon as possible that the activity has been completed.

(E) AFSA representatives will follow time and attendance procedures established by their offices.

(F) When a AFSA representative is authorized official time to participate in a local meeting or activity under this Agreement, and the meeting or activity is not conducted at the AFSA representative's immediate work site, travel time spent by the employee in what would otherwise be duty status traveling to and from the site of the meeting or activity is to be considered official time as well; however normally, travel expenses or per diem are not authorized.

Section 8. Procedure

AFSA representatives (including the Vice-President) using the official time authorized by this Article will submit to their immediate supervisor a biweekly summary of the amount of official time actually used on the form (Appendix C) and in accordance with the instructions in Appendix B. Official time used in increments of fifteen (15) minutes or less shall be reflected in the aggregate.

Section 9. Reopener Provision

Eighteen (18) months from the approval of this Agreement by the Department head, either party may request to reopen Section 2, (C) and (D) and/or Section 3 of this Article.

ARTICLE VIII
CONDUCT OF LABOR-MANAGEMENT RELATIONS

Section 1. General

US&FCS and AFSA shall conduct negotiations and other dealings in good faith and in such manner as will further the public interest.

Section 2. The parties agree that AFSA shall be given the opportunity to bargain to the extent required by law with respect to proposed changes in conditions of employment.

(A) Notice of changes will be given to the AFSA Vice President or, in his/her absence, to the designee. In cases affecting overseas posts where US&FCS has been notified of a representative, it shall also provide a copy of the notice to such representative.

(B) AFSA must request negotiations with respect to the proposed change(s) within 20 work days from AFSA's receipt of the notification of the proposed change(s). AFSA must submit its counter-proposals and any request for clarification with its request to negotiate. If a request to negotiate is not submitted within this time frame, it shall be deemed to constitute acceptance of the proposed change by AFSA, allowing for implementation.

(C) If within their request to negotiate, AFSA requests clarification of any proposed change(s), US&FCS shall address the request in a timely manner. AFSA will then have 10 work days from receipt of clarification to submit any revision(s) to its original proposals.

Section 3: Mid-Term Bargaining

(A) AFSA may annually propose to the US&FCS, in writing, up to three (3) changes in conditions of employment by August 1 and up to three (3) changes in conditions of employment by February 1 of each year.

(B) Upon receipt of AFSA's proposal(s), the US&FCS may within 15 work days of this notice, request clarification of the proposal(s).

(C) Upon receipt of a request for clarification, AFSA shall respond in a timely manner.

(D) US&FCS may submit counter-proposals to AFSA within 15 work days after AFSA's clarification.

Section 4. When good faith negotiations do not result in agreement, either party may request the Foreign Service Impasse Disputes Panel to consider the impasse or they may seek mediation of the matter. While the impasse is before that Panel or a mediator, US&FCS may not implement the proposed change except to the extent mutually agreed or as provided in Section 6 of this Article.

Section 5. If US&FCS asserts that there is no obligation to bargain over AFSA proposals because they are non-negotiable, US&FCS and AFSA agree to meet and attempt to resolve the negotiability dispute. In order to give the parties an opportunity to voluntarily resolve the dispute, US&FCS agrees not to implement its proposed action for a period of 60 calendar days, except to the extent mutually agreed or to the extent necessary to carry out US&FCS's mission during emergencies or extraordinary circumstances. If the parties cannot resolve the dispute, US&FCS shall notify AFSA in writing of its allegation of non-negotiability and whether it intends to implement the proposed action. Nothing in this section shall affect AFSA's right to file a negotiability appeal with the FSLRB.

Section 6. Nothing in this Article shall affect the authority of US&FCS to take actions that are absolutely necessary for the functioning of US&FCS. In the event of an emergency, an overriding exigency or extraordinary circumstances, US&FCS reserves the right to make changes in the conditions of employment as may be necessary to carry out its mission without regard to the provisions of this Article.

Section 7. Nothing herein shall preclude the parties by mutual consent from extending any time limits imposed under this Article.

Section 8. Any negotiated agreements will be set forth in a Memorandum of Understanding, hereinafter "MOU," executed by the parties. Such MOUs shall run concurrently with the collective bargaining agreement, unless otherwise specified by the parties. All such agreements are subject to approval of the Department head.

Section 9. The parties shall agree on mutually satisfactory arrangement for the conduct of these required negotiations. Where they cannot agree, groundrules will be negotiated.

Section 10. Any dispute between US&FCS and AFSA concerning the effect, interpretation, or a claim of breach of the CBA shall be resolved pursuant to section 1014 of the Foreign Service Act.

ARTICLE IX
FACILITIES AND SERVICES

Section 1. Statement of Purpose

US&FCS agrees to provide the following facilities and services in connection with AFSA's representation of US&FCS bargaining unit employees in a world-wide bargaining unit.

Section 2. Overseas APO/FPO and Pouch System

(A) AFSA may use APO/FPO or pouch facilities on a reasonable basis when distributing general printed matter and individually addressed correspondence to US&FCS bargaining unit members arising from AFSA's role as exclusive representative. The following procedures shall govern AFSA's use of the APO/FPO and pouch system:

General Printed Matter:

1. AFSA shall enclose general printed matter related to US&FCS business in sufficient copies for distribution to all bargaining unit employees at post in an envelope addressed to the AFSA representative at the post. If there is no

AFSA representative, envelopes should be addressed to the Senior Commercial Officer.

2. The envelope shall contain a memorandum on AFSA letter-head requesting that the enclosed material be distributed in a routine manner through the post's distribution system to bargaining unit employees.

Individually Addressed Correspondence:

The front of an envelope shall be addressed in accordance with the requirements of the system being used.

1. In only those instances where it is necessary in order for AFSA to fulfill its representational functions, AFSA may use US&FCS's facilities for registered mail to

transmit legal (for example, grievance, EEO or disciplinary-based actions) and related documents between its Washington headquarters and its membership. Such registered mail will travel in the usual pouch facilities and will be receipted as other similarly registered mail in US&FCS's pouch system.

2. AFSA bargaining unit employees at post may use the APO/FPO and/or pouch mail systems, including registration, for matters arising under Chapters 10 and 11 of the Act.

3. Material not in compliance with these procedures will be returned to the originator.

Section 3: Telecommunications System

(A) AFSA's access to US&FCS's telecommunications facilities shall be confined exclusively to matters arising from the performance of its representational obligations to US&FCS bargaining unit employees. These facilities shall not be used for internal union business, including but not limited to, solicitation of members and/or dues deductions. Cables should be utilized when other forms of communication are not suitable.

(B) US&FCS will establish a cable receipt box for AFSA's receipt and distribution of cables.

(C) AFSA's use of the telecommunications system shall be subject to the following conditions:

Washington Procedures:

1. AFSA will observe standard US&FCS procedures in preparing and submitting cables for transmission. Cables will be presented for transmission to the Senior Advisor for Human Resources Development or his/her designee for authorization.

2. Cables will be free of scurrilous matters, will not deal with internal union business, and will show that transmission is from AFSA through US&FCS.

3. Cables shall be unclassified except in extraordinary circumstances and only by agreement of both parties. AFSA cables, unless otherwise agreed upon, will not be given higher priority than US&FCS business and will not normally exceed 1,000 words.

If a number of cables are being requested on the same subject or to the same recipient, the Senior Advisor for Human Resources Development will discuss alternative forms of communication with AFSA.

Overseas Procedures:

1. AFSA designated representatives at post or a bargaining unit employee, if no representative is designated, may transmit cables consistent with the provisions of the Washington procedures. Such cables shall be submitted prior to transmission to the Senior Commercial Officer for authorization.

2. Distribution of AFSA cables at overseas posts should be made according to the following priority order:

- (a) Individual designated, if appropriate; or
- (b) AFSA Representative; or
- (c) Senior Commercial Officer

(D) Material which is not in compliance with these procedures will be returned to AFSA or the individual sending the material, as appropriate.

(E) No copies of AFSA cables will be kept in US&FCS Telecommunications Office. Copies of AFSA cables originating at foreign posts will be maintained or destroyed in accordance with the post's regulations.

Section 4: Space and Furniture

(A) To facilitate the performance of representational duties for US&FCS bargaining unit members, subsequent to approval of this Agreement by the Department head, US&FCS agrees to provide available office space with locking door, office furniture commensurate with the office provided, one telephone instrument equipped with voice mail, and one (1) five-drawer locking file cabinet at no cost to AFSA.

(B) AFSA agrees that the Vice President and Principal Representative will, to the extent practicable, perform their representational duties in the office provided in (A), rather than in the space they occupy for the performance of their duties as Foreign Commercial Service Officers. AFSA also agrees that it will publish the location and telephone number of the office to bargaining unit members and advise the members to contact their

representatives at that office.

(C) AFSA may request the installation of additional telephone, fax, and modem lines, which will be installed, if possible, at AFSA's cost.

(D) AFSA may request the use of space at Washington Headquarters for AFSA to hold meetings related to AFSA's representational duties. AFSA is responsible for finding and scheduling the room in accordance with standard operating procedures. Should it be necessary to relocate or cancel the meeting to accommodate US&FCS or Department of Commerce business, alternative space will be provided to AFSA.

(E) Meetings regarding matters that do not relate to AFSA's representational duties shall be held during non-duty hours.

(F) AFSA shall comply with all US&FCS and Department of Commerce security and housekeeping rules pertaining to the use of these facilities.

Section 5: Telephones

(A) US&FCS agrees to furnish local and long distance telephone service in the office space provided for AFSA at no cost to AFSA. Officers and other designated representatives of AFSA may use US&FCS telephones only to conduct AFSA's representational business for US&FCS bargaining unit employees.

(B) The Vice-President and Principal Representative of AFSA shall be provided with calling cards for their use only which must be used to make long distance and/or overseas telephone calls. AFSA agrees that long distance and/or overseas telephone calls will be limited to time-sensitive situations where the use of other telecommunications systems is not adequate.

Section 6: Reproduction Facilities

AFSA may use specified reproduction facilities during duty hours. Official US&FCS business shall take precedence over use of the facilities by AFSA. All supplies and materials used in such reproduction will be furnished by AFSA.

Section 7: Inter-Office Mail and Distribution

(A) AFSA may use the inter-office mail and distribution facilities on a reasonable basis and at no cost to AFSA to correspond with:

1. individual US&FCS bargaining unit members of AFSA for representational purposes only; and
2. US&FCS officials on labor relations matters.

(B) Mailings to bargaining unit employees shall be placed in envelopes addressed to the appropriate office and individual to whom the correspondence is to be delivered.

Section 8: Bulletin Boards and Literature

(A) US&FCS will provide AFSA with two bulletin boards; one outside AFSA's designated office space and one located proximate to the Office of International Operations. Installation of both bulletin boards is subject to the approval of Building Management. US&FCS will make reasonable efforts to ensure prompt approval and installation.

(B) Notices or literature must be dated and properly identified as belonging to AFSA. AFSA assumes all responsibility for preparation, reproduction, distribution, posting, and maintenance of materials on the bulletin boards. All material posted on the bulletin boards shall have the prior approval of US&FCS AFSA Vice-President or Principal Representative, and shall be devoid of libelous, scandalous, or scurrilous material.

(C) AFSA may display literature (which meets the requirements of (B), above), on a rack or other display furniture provided by AFSA at a designated location outside the designated AFSA office space.

(D) Material which is posted in areas other than those designated, or which is otherwise not in compliance with this Agreement, may be removed by US&FCS.

Section 9: Email Services

(A) AFSA agrees to provide a computer terminal needed for access to the US&FCS Email system. US&FCS agrees to provide the software necessary for AFSA to connect to the Email system. Any additional computer software and/or accessories which AFSA desires to install must be approved by the Office of Information Support prior to installation.

(B) US&FCS agrees to connect the computer terminal in the AFSA designated office space to US&FCS Email.

(C) AFSA's use of the Email system shall be limited to the

performance of its representational functions as exclusive representative for US&FCS bargaining unit under Chapters 10 and 11 of the Act. The Email system shall not be used for internal union business.

(D) The AFSA Vice President and Principal Representative for US&FCS may transmit messages on the terminal referred to in (A), above. Time spent in using Email shall be included in the bi-weekly submission of the Official Time Log (Article VII, Appendix C.)

(E) AFSA assumes all responsibility related to the transmission, reproduction, and distribution of information by AFSA via Email. AFSA agrees that its messages shall not contain defamatory, scandalous, or scurrilous language or personal attacks on management officials and shall satisfy accepted standards of business courtesy.

(F) AFSA acknowledges that Email will not be used to deal directly with management officials on labor relations issues without the prior knowledge of the Senior Advisor for Human Resource Development. After such notice is given, the Senior Advisor shall receive copies of all transmissions.

(G) Upon showing of good cause (violation of this Section or abuse/misuse of the system), US&FCS may terminate the use of Email by AFSA by providing written notice to which AFSA may respond.

(H) Bargaining unit employees may be given reasonable access to Email to provide input to AFSA representatives on representational and grievance matters.

(I) AFSA's use of US&FCS Email system shall be consistent with all regulations, policies and practices applicable to the system.

Section 11: Other Services

(A) The following offices and services of AFSA will be listed in the next edition of all appropriate US&FCS and Department of Commerce telephone books printed after the date of this Agreement and in the US&FCS electronic telephone book:

- President
- US&FCS Vice President
- US&FCS Representative
- Director of Member Services
- General Counsel

- Staff Attorney
- Labor-Management Coordinators
- Labor-Management Representative
- Grievance Attorneys/Counselors
- Law Clerk

(B) US&FCS will provide to AFSA a list of US&FCS bargaining unit personnel. This listing will be alphabetical with grade and include the post or assignment. US&FCS agrees to provide a listing as of September 30 annually.

(C) As soon as practicable, US&FCS will advise AFSA of the entry on duty of bargaining unit employees, but no later than one week after the entry on duty date. AFSA will be provided with the name, duty station and grade of the bargaining unit employee(s).

(D) The services listed in this Section are provided to AFSA free of charge.

Section 12: Copies of Agreements

The printing costs for reproducing this Agreement shall be borne by US&FCS. When the Agreement is printed, AFSA will be provided copies, equal to 110 percent of the number of US&FCS employees in the bargaining unit, for distribution to the bargaining unit employees and to meet its needs.

ARTICLE X VOLUNTARY ALLOTMENT OF DUES

Section 1: Purpose

This Article sets forth the procedures for eligible employees, who are members of AFSA, to pay dues through the authorization of voluntary allotments. Any employee of US&FCS may authorize allotment of pay for the payment of his/her membership dues, provided:

- (a) the employee is included in the bargaining unit;
- (b) the employee is a member in good standing of AFSA;
- (c) the employee has voluntarily completed Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues; and

- (d) the employee receives compensation sufficient to cover the total amount of the allotment.

Section 2: Union Responsibilities

AFSA agrees to:

- (a) inform and educate its members on the voluntary nature of the system for allotment of Union dues, including the conditions under which the allotment may be revoked;
- (b) purchase and distribute to its members Standard Form 1187;
- (c) notify US&FCS Payroll Office, in writing, of:
 - (1) the names and titles of AFSA officials authorized to make the necessary certification on Section A of the Standard Form 1187;
 - (2) the payee to whom the checks should be drawn; and
 - (3) the name and address of the AFSA official to whom the check should be sent.
- (d) forward properly executed and certified standard Form 1187 to the Payroll Office on a timely basis;
- (e) promptly send to the Payroll Office any written revocation of allotment (memo or Standard Form 1188, "Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues") on a timely basis when revocation forms are received by AFSA;
- (f) notify US&FCS Payroll Office as soon as practicable of instances where inadvertent dues deductions appear to have occurred; and
- (g) inform the Payroll Office of any change in the amount of membership dues. If the amount of regular dues is changed by the Union, the Personnel Officer will be notified in writing by the authorized official of AFSA. This notice will certify that the dues structure of the organization has been changed in accordance with the Constitution and By-Laws of AFSA and will give the effective date of the change. The notice must be

forwarded to the Personnel Officer no later than four (4) pay periods before the effective date of the change. Only one such change may be made in any period of 12 consecutive months.

Section 3: US&FCS Responsibilities

US&FCS agrees that it is responsible for processing voluntary allotments of dues in accordance with this Article. US&FCS will:

- (a) upon receipt of a properly certified Standard Form 1187, deduct bi-weekly dues effective the beginning of the next full pay period;
- (b) withhold the amount of the regular bi-weekly dues of the member, exclusive of initiation fees, back dues, fines and similar charges or fees;
- (c) change a member's dues deduction based on a change in his/her grade level within the first full pay period following notification to the Payroll Office by the Personnel Office that the grade level has changed.

Section 4: Termination of Allotment

The Payroll Office will terminate an allotment effective at the end of the pay period covered by the payroll deduction in which loss of eligibility occurs:

- (a) if AFSA loses exclusive recognition as the bargaining unit representative of US&FCS employees;
- (b) when the employee dies, retires, his/her whereabouts are unknown, is separated from US&FCS, or is promoted or reassigned to a non-bargaining unit position;
- (c) upon notice from AFSA that the employee is no longer a member in good standing; and
- (d) after an employee submits a written request for revocation of an allotment, SF-1188. However, an initial allotment may not be revoked for a period of one year. A revocation received on or before the first anniversary of the date the employee authorized withholding will be effective the first pay period which begins on or after the anniversary date. Thereafter, a revocation will be effective the first pay period which begins on or after September 1st if the revocation is received on or before

September 1st. The Office will promptly send a copy of each written revocation received by the Payroll Office to AFSA.

Section 5: General

(A) AFSA will pay no fee for these services.

(B) US&FCS will request that the National Finance Center send a printed report to AFSA on a bi-weekly basis, rather than a copy of its magnetic dues withholding tapes, unless/until processing a printed report would result in a fee being charged to US&FCS.

(C) US&FCS will notify AFSA in writing of overpayment in remittance checks. Within 15 calendar days of receipt of this notice, AFSA will notify the Personnel Officer of any dispute regarding the alleged overpayment. Absent any such dispute, AFSA shall promptly refund the amount of overpayment.

(D) US&FCS agrees that the total error in the amount of dues withheld from individual employees shall be adjusted as soon as practicable after US&FCS has discovered or has received written notification from AFSA or an employee of an error.

(E) Actions taken or not taken by US&FCS for the purpose of complying with the provisions of this article shall not be grievable under Chapter 11 of the Act.

ARTICLE XI
EQUAL EMPLOYMENT OPPORTUNITY

Section 1.

US&FCS and AFSA recognize a mutual commitment and a responsibility to the principle of equal employment opportunity, hereinafter "EEO," and affirmative action. Both recognize and commit themselves to promote the full realization of equal employment opportunity through a positive and continuing effort.

Section 2.

US&FCS and AFSA agree to cooperate in providing equal employment opportunity for employment and promotion to all qualified persons, and to cooperate in preventing discrimination.

Section 3.

AFSA and US&FCS shall not discriminate against any employee on the basis of race, color, religion, national origin, sex, age, or disabling condition. In accordance with Chapter 11, Grievances, Section 1109, of the Act, an employee who believes that he/she has been discriminated against on the basis of the foregoing may either file a formal complaint with the DOC Office of Civil Rights or a grievance under Chapter 11 of the Act, but not both. An employee shall be deemed to have exercised his/her option at such time as the employee timely initiates a formal complaint or timely files a grievance in accordance with the provisions of Chapter 11.

Section 4.

Although not required by law, it is the policy of US&FCS not to discriminate on the basis of sexual orientation. An employee who believes he/she has been discriminated against based on sexual orientation may file a grievance under Chapter 11 of the Act or pursue any other available course of action.

Section 5.

The Senior Advisor for Human Resource Development and Personnel Officer agree to meet with AFSA's US&FCS Vice-President a minimum of twice a year, or more frequently by mutual agreement, to discuss diversity in the workplace and EEO initiatives.

ARTICLE XII
ADVISORY, REFERRAL, AND COUNSELING SERVICE PROGRAM

Section 1. Objective

US&FCS is concerned with the accomplishment of its mission and the requisite need to maintain employee productivity. US&FCS seeks to provide humanitarian consideration in cases of alcoholism and drug abuse in a manner which protects both the interests of the U.S. Government and the rights of the employee or patient involved.

Section 2. Overseas Posts

US&FCS employees at overseas posts suffering from alcohol or drug

abuse problems can obtain assistance from the Office of Medical Service, Department of State, in accordance with existing and future provisions of the Alcohol and Drug Abuse Program (3 FAM 695, 3 FAM 1900), and applicable laws, rules and regulations.

Section 3. Domestic Assignments

US&FCS employees with domestic assignments may utilize the services of the Department of Commerce Employee Assistance Program (EAP).

Section 4. US&FCS will grant sick leave or other leave for the purpose of treatment or rehabilitation for alcohol or drug abuse as with any other health problem.

ARTICLE XIII SAFETY AND HEALTH

Section 1. US&FCS will, to the extent of its authority and ability, endeavor to provide and maintain safe and healthful working conditions for all employees.

Section 2. US&FCS will comply with the provisions of the existing and future 6 FAM 610, with regard to safety/health and environmental management, as prescribed by Executive Order 12196, and 29 CFR Part 1960. The program authorities and general standards are set forth in 6 FAM 611.4 and 616.1, respectively.

Section 3. Employees who exercise supervisory functions will, to the extent of their authority, furnish employees a place of employment free from recognized hazards that can cause death or serious harm. They shall ensure that timely action is taken to correct unsafe or unhealthful working conditions or practices.

Section 4. Each bargaining unit employee must comply with the regulations set forth in 6 FAM 610, and advise supervisors of any unsafe or unhealthful working conditions. If satisfactory action is not obtained after reporting the hazard to a supervisor, the employee should report the hazard in writing to the Post Occupational Safety and Health Officer. The request can be made verbally, but must be followed by a written request. If after reporting a hazardous condition, the employee is not satisfied with the final action, a request for higher level review can be made in writing to the Department of State, Office of Safety/Health and Environmental Management, Washington, D.C. 20520.

Section 5. No employee may be subject to restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthful working conditions. Allegations of reprisal should be processed under Chapter 11 of the Act.

Section 6. Employees have the right to decline to perform their assigned tasks because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures.

ARTICLE XIV
LEAVE

In the administration of all matters relating to leave, the parties are governed by applicable regulations.

ARTICLE XV
DURATION AND RENEWAL OF CONTRACT

Section 1. Duration and Renewal

This Agreement shall be effective on the date it is approved by the head of the Department or absent approval or disapproval, after 30 days from its execution, in accordance with Section 1013 of the Act. It shall remain in full force and effect for three (3) years after the effective date. Thereafter, the Agreement shall be automatically renewed annually unless either party gives written notice of intent to renegotiate the Agreement and enter into negotiations.

Such notice of intent to renegotiate shall be given not sooner than 105 calendar days before the expiration date and not less than 60 calendar days before the expiration date. Once such notice is given, the moving party must submit its proposals to the other party not less than 30 calendar days before the expiration date. The Agreement shall remain in full force and effect until changes have been negotiated and approved, or as set forth in negotiated bargaining ground rules.

Section 2. Amendments and Supplements During the Term of this Agreement

(A) The Parties may, by mutual agreement, amend and supplement this Agreement as required to reflect changes mandated by law and/or Government-wide rules and regulations and Executive Orders, where applicable and governing, not in effect when this Agreement was executed. No changes shall be considered except those bearing directly on and falling within the scope of such laws, rules, regulations, or Executive Orders.

(B) Issues covered by this Agreement will only be reopened by mutual agreement, except as provided in Article VII, Section 9.

(C) Amendments or supplements created as a result of mid-term bargaining shall be handled in accordance with Article VIII, Conduct of Labor-Management Relations.

Section 3. Amendments and supplemental agreements shall become effective in accordance with Section 1013 of the Act and shall remain in effect concurrent with this Agreement, unless otherwise specified.

APPENDIX A

NOTICE OF RIGHT TO UNION REPRESENTATION

The Foreign Service Act of 1980, as amended, gives employees in units represented by an exclusive labor organization the right, called the "Weingarten Right", to have a union representative present at any meeting which involves an examination by a representative of the agency in connection with an investigation. Section 1013 of that Act states:

"(B) (1) An Exclusive Representative shall be given the opportunity to be represented at -

(B) Any examination of an employee by a US&FCS representative in connection with an investigation if -

(i) The employee reasonably believes that the examination may result in disciplinary action against the employee, and

(ii) The employee requests such representation."

If the employee makes a request for union representation, US&FCS will:

- (1) grant the request and allow a reasonable period of time for an AFSA representative to make himself/herself available for the interview;
- (2) discontinue the interview; or
- (3) offer the employee the choice between continuing the interview unaccompanied by a union representative or having no interview.

The labor organization which is the exclusive representative of US&FCS Foreign Service employees is the American Foreign Service Association.

APPENDIX B

OFFICIAL TIME LOG INSTRUCTIONS

1. All requests for use of official time in accordance with Section 7 of Article VII will be recorded on the log form, Appendix C. Official time used in increments of fifteen (15) minutes or less shall be reflected in the aggregate.
2. The AFSA representative/official is responsible for maintaining and filing out the log form. The supervisor approving the use of official time will sign the log form at the end of the pay period.
3. Official time used by AFSA representatives/officials for handling incoming and outgoing telephone calls and official time to read and respond to E-Mail in connection with representational activities will also be summarized daily and placed on the log form.
4. Copies of the completed log forms will be provided by each AFSA representative/official authorized to use official time to his/her immediate supervisor with the AFSA representative's/official's time and attendance certification.

For the US&FCS

Deanna L. Shepherd
Deanna L. Shepherd
Chief Negotiator

Thomas M. Kelsey
Thomas M. Kelsey
Chief Negotiator

Dolores F. Harrod
Dolores F. Harrod
Negotiator

Keith M. Curtis
Keith M. Curtis
Negotiator

Alice A. Davenport
Alice A. Davenport
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Nancy J. Kripner
Nancy J. Kripner
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Audrey F. Chynn
Audrey F. Chynn
Negotiator

George W. Knowles
George W. Knowles
Negotiator

S. Timothy Min
S. Timothy Min
Negotiator

William W. Meade
William W. Meade
Negotiator

M. Colleen Fallon
M. Colleen Fallon
Negotiator

Date: December 3, 1996

Date: December 3, 1996

Approved for US&FCS:

Approved for AFSA:

Lauri J. Fitz-Pegado
Lauri J. Fitz-Pegado

F. Allen Harris
F. Allen Harris

Section 3: Official Time

- A.** Members of AFSA's bargaining team will be given a reasonable amount of official time for negotiations unless doing so will significantly interfere with the completion of US&FCS's critical day to day operations or the performance of its overall mission.
- B.** Official time will be granted for time spent preparing for negotiations, negotiating, and participating in mediation, negotiability determinations, and impasse proceedings, if necessary. Reasonable travel time to and from the negotiations site and any related proceedings will also be granted.
- C.** On each day of scheduled negotiations, the members of AFSA's bargaining team attending negotiations shall be granted official time for the daily negotiating session and preparation. Members of AFSA's team not attending negotiations shall be granted official time for preparation only.
- D.** Bargaining unit members who, in accordance with Section 2B. above, are present at negotiations as technical experts shall be given official time for preparation, attendance at negotiations, and travel to and from the negotiation site.
- E.** Bargaining unit members of AFSA's bargaining team, or technical experts, shall notify their supervisors as soon as practicable in advance of any matters covered by items 3A through 3D above.

Section 4: Negotiating Proposals

- A.** The parties shall conduct renegotiations of the collective bargaining agreement within the time frame provided in Article XV of their collective bargaining agreement.
- B.** Proposed changes to conditions of employment and mid-term bargaining shall be conducted in accordance with the time frames in Article VIII of the Collective bargaining agreement. If extended negotiations are required, the parties shall conduct them in accordance with these ground rules.
- C.** All proposals and counter-proposals shall be typed using word processing software available to both parties. Changes shall be indicated in bold. The parties shall make electronic copies of proposals available to the other party upon request.

