

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE U.S. DEPARTMENT OF COMMERCE  
UNITED STATES & FOREIGN COMMERCIAL SERVICE  
AND THE  
AMERICAN FOREIGN SERVICE ASSOCIATION**

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The American Foreign Service Association, herein after referred to as "AFSA", and the U.S. Department of Commerce's U.S. & Foreign Commercial Service, herein referred to as "AGENCY", jointly referred herein as "the Parties", enter into this Memorandum of Understanding (MOU) for the purpose of memorializing the Parties' agreements related to *mid-term bargaining proposals from January 30, 2020, July 31, 2020, February 1, 2021, August 1, 2021 and February 1, 2022.*

1. This MOU is subject to and governed by Chapter 10, Labor-Management Relations, of the Foreign Service Act of 1980, as amended, and the December 3, 1996 Collective Bargaining Agreement (CBA) between AFSA and AGENCY, as amended. This MOU may be modified as necessary by any future amendments to the documents mentioned below, or to rules, regulations or law impacting the subject of this MOU.

The Parties agree to the following:

**The Parties agree that the current Performance Appraisal System needs modernizing. The Parties further agree to meet, no later than October 17, 2022, to outline the strategies necessary for revamping the current system. The Parties also agree to establish a working group, in which AFSA will take part, prior to October 17, 2022. Also, updates will be provided monthly.**

**The Parties agree to add the following language to Section 6.03 of the Assignments and Tours of Duty Policy: "If a directed assignment is made to position for which the officer did not submit a bid, a written explanation stating the reasons for the directed assignment must be provided to the officer."**

**The Parties agree that the AGENCY shall establish a policy that explains the Senior Foreign Service vetting procedures. The policy and procedures, at a minimum, should clearly delineate the full scope and purpose of the vetting process and the duties and responsibilities of those conducting reviews of the candidates. The policy will include the requirement that the AGENCY notify AFSA in writing if the SFS promotion list sent to the State Department is being delayed beyond 125 days from the start of the annual SFS selection board and every 30 days thereafter. Additionally, if a nominee has not been fully cleared by the vetting process, the AGENCY will notify the nominee of his/her removal, as soon as possible, absent a "do not notify instruction."**

**The AGENCY agrees that if vetting issues arise for specific nominees, those nominees shall be separated from the full cohort so as not to delay the progress of the other nominees. The AGENCY will share a draft of policy no later than September 1, 2022.**

**The Parties agree that the AGENCY shall provide AFSA, upon written request, a confidential briefing to discuss the proposed promotion/flowthrough analysis no later than 15 business days after AFSA requests said briefing.**

**The AGENCY shall provide AFSA with a demographic briefing annually in November, no later than the Friday before Thanksgiving. The briefing shall include current Foreign Service Officer data by grade, gender, and race, as well as expected hiring and attrition.**

The Parties agree that Co-Chairs will preside over the annual senior foreign service selection board. The AGENCY agrees to notify AFSA accordingly. By November 15, 2022, the AGENCY is required to make a proposal to AFSA regarding who is eligible to be a co-chair and how the AGENCY will select them.

The Parties Agree to amend the current Foreign Language Training Policy as follows:

Revise Leave Policy for Officers in Language Training:

a. Annual leave shall be approved upon request for the following:

(1) the Friday following Thanksgiving,  
(2) any six consecutive workdays during the final two weeks of the calendar year and the first week of the following year,  
(3) up to three days during the Spring break period. All federal holidays are observed. All official closures of the federal government announced by ITA for holidays and hazardous weather and other exceptional situations provide an excused absence from language training.

b. In instances where Officers are meeting training benchmarks, one day of annual leave shall be approved upon completion of every 200 hours of language training that has been completed. These annual leave days may not be requested in conjunction to any leave specified in (a) above. No more than two consecutive days are allowed to be taken.

Language Training within in Washington, DC Metropolitan Area.

OGTM/TD will authorize funding for in-person and hybrid (in-person/virtual) language training at any of the approved schools in the Washington, D.C. metropolitan area. The Officer must reside in the Washington, DC metro area during the training period. The number of days for in-person attendance will be subject to departmental guidance regarding telework. The additional cost of hybrid language training resulting from added charges by any approved school for adapting curriculum materials for use in an online platform is subject to approval and funding availability. Only in the event of a pandemic/public safety emergency or weather alert issued by the Office of Personnel Management (OPM) or a departmental (ITA-wide) announcement of the telework - work flexibility arrangement, may an Officer train virtually on a full-time basis with the assigned school. TDY limited housing options may be available for Officers and eligible dependents listed on travel orders when funds allow. Officers who request to language train and reside outside of Washington, DC are referred to the provisions of remote language training (Section 8.02 of the Policy):

Section 6.01(d) of the Foreign Service Language Policy

Officers assigned to language training from a Washington, DC-based assignment will continue to receive DC locality pay for training conducted in the Washington, DC metro area.

Participation in other required training(s), such as management approved security training is permitted. Students must comply with the notification requirements of the language school in order to avoid forfeiting instructional hours. No other training is permitted within four weeks of a student's final test. Work-related event(s) or assignments(s), including major conferences and trade-related events, will not be authorized during language training except under extraordinary circumstances. Under such extraordinary circumstances, supervisory approval is required.

Add to the Section 7.01(i)

Administrative Leave is authorized for appointments related to required medical clearances. Students must comply with the notification requirements of the language school in order to avoid forfeiting instructional hours and notify their supervisor accordingly.

Asymmetric language incentive pay (ASLIP) is offered for demonstrated proficiency in several strategically important incentive languages. Under ASLIP, officers who have proficiency in ASLIP incentive languages will be compensated for scores that meet or exceed the assigned language designated proficiency for the position, starting at the 2S/2R proficiency level.

ASLIP languages are defined below:

Chinese Mandarin	Japanese	Serbian
Greek	Korean	Turkish
Indonesian	Romanian	Vietnamese
Arabic	Russian	

ASLIP scores table:

2S/2R – baseline at 5 percent of base salary

3S/2R – 5 %

2S/3R – 5 %

4S/2R – 5%

3S/3R – baseline at 10 percent of base salary

4S/3R – 10%

3S/4R – 10%

4S/4R and above – baseline at 15 percent of base salary.

Under the terms of the December 6, 2021 Memorandum of Understanding outlining several changes to the Assignments and Tours of Duty Policy, the AGENCY committed itself to good faith negotiations on a comprehensive hardship policy. The Parties agree that those negotiations will begin no later than August 30, 2022, so that a policy may be in place and distributed to members well before the 2022 assignments cycle begins.

The Parties agree that the AGENCY will add the following language to Subchapter 700-1, Time in Service Requirements, Section 8, Covered Service:

The calculation of an employee's TIC shall include all periods of service in class except:

For a period of one year for the service in unaccompanied post. The post must be in the status of unaccompanied at the time of the bid. Foreign Service Officers of FS-02 class and above may request this adjustment and only upon completion of 11 months of service at unaccompanied post as defined in 3 FAM 3745. This benefit is not retroactive and begins in the fall 2022 bidding cycle. This benefit is granted once during the Officer's career.

1. The Parties agree to add the following language to the Assignment and Tours of Duty Policy, which will establish an Assignment Panel Notification Requirement:

The Office of Global Talent Management shall notify AFSA of each voting member participating in an assignments panel meeting before the start of each meeting in order to ensure compliance with the Assignments and Tours of Duty Policy. Notification may be made directly to the AFSA Vice President for FCS via email.

The Parties agree that the AGENCY shall add the following language to Section 7.05 of the Assignments and Tours of Duty Policy:

The Director General shall notify the employee of the reasons for the curtailment and shall give the employee an opportunity to submit comments before making a decision. The employee will have two full business days to submit comments.

2. The Parties agree that this MOU may be executed by scanning, facsimile or email and in counterparts. The Parties further agree that this MOU, consisting of five (5) pages shall be considered executed on the date that all Parties affix their signatures below, and that any completed scanned or faxed copy shall be deemed an original for evidentiary purposes and will be enforceable by the Parties as an original.

This MOU will remain in effect for three years from the effective date. (See paragraph 4). The terms of this MOU may be modified or amended at any time by the mutual agreement of the Parties. In absence of such agreement, either party may require negotiations regarding amendment or termination of this MOU by giving written notice of its intent to the other party no earlier than 90 calendar days nor later than 60 calendar days prior to the effective date of the MOU. If either party gives notice in accordance with this paragraph, or if a new MOU is not completed, this MOU shall be automatically renewed annually on the anniversary of the effective date. Any changes to any of its provisions may be proposed in accordance with Article VIII of the Collective Bargaining Agreement between the Parties. This MOU only covers the issues specifically mentioned in the MOU and does not preclude negotiations on other issues in pertinent policies and procedures.

3. The Parties understand that this MOU must undergo AGENCY Head Review. This MOU will not go into force and affect until AGENCY Head Review is completed, or until 30 days from the date it is fully executed, whichever occurs first. This date will be the effective date of this MOU, which will be clearly indicated on this MOU.
4. The Parties agree that unless otherwise indicated in this MOU, all changes will be made within 10 calendar days of the effective date of this MOU. The Parties agree to reconvene to discuss the contents of this MOU if any aspect of it is found to be unlawful under AGENCY Head Review.

**PARTIES TO THE MOU:**

For the AGENCY:

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Arun Venkataraman  
Assistant Secretary of Global Markets &  
Director General of the United States &  
Foreign Commercial Service

\_\_\_\_\_  
Date

For the Union:

*Charles P. Ranado*

\_\_\_\_\_  
Charles Ranado  
Vice President, AFSA

*10/12/2022*

\_\_\_\_\_  
Date

The effective date of this MOU is: \_\_\_\_\_