

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

The Parties to this Memorandum of Understanding, herein referred to as "MOU", 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" or "US&FCS", jointly referred herein as the Parties, enter into this MOU for the purpose of memorializing the Parties' agreements related to *mid-term bargaining proposals from February 1, 2023*.

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, herein after referred as "CBA" between AFSA and AGENCY, as amended. The Parties agree to the following changes to Article VII of the CBA:

**ARTICLE VII
UNION REPRESENTATION AND OFFICIAL TIME**

Section 1. Certification of Union Representatives

US&FCS agrees to recognize duly elected officers (the AFSA Vice President and the AFSA Representative). AFSA agrees that the AFSA Vice President 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) workdays 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 Post Representatives. 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. The AFSA Vice-President shall be authorized 100% official time.
- B. A bargaining unit employee who is certified by AFSA as the AFSA Representative in accordance with this Article shall be authorized a reasonable amount of official time when representing US&FCS employees.
- C. A bargaining unit employee who is certified by AFSA as the AFSA Post Representative shall be authorized a reasonable amount of official time when representing US&FCS employees.
- D. Any time representing non-US&FCS employees for labor relations purposes, either individually or collectively, must be done while on personal leave or in non-duty status.
- E. 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.

Section 3. Definitions

For purposes of this Agreement:

- A. "Official Time" means the time expended by US&FCS bargaining unit employee 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 task for which time is requested, including a reasonable amount of official time to travel to and from the task location.

Section 4. Time-in-Class (TIC) Extensions/Section Boards/Pay Increase

US&FCS agrees to allow the AFSA Vice President and AFSA Representative during the initial two years they hold these offices (or during no more than one additional year immediately following the initial two years) an extension of the officer's single class time-in-class and time-in-service 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 this period.

- A. For the period of time in which they serve as Vice President, the AFSA Vice President will not receive a performance evaluation nor shall their performance as the AFSA Vice President be reviewed by a selection board. If otherwise eligible, the AFSA Vice President shall be reviewed by a selection board, and shall be eligible for promotions and awards, based on the period prior to serving as AFSA Vice President. If applicable, the AFSA Vice President will receive an annual pay increase equivalent to the Annual Comparability Increase (ACI) in accordance with 5 U.S. Code § 5303. If applicable, the AFSA Vice President may be eligible to receive within-class step increases in accordance with 22 U.S. Code § 3966(a).
- B. The AFSA Representative shall be reviewed by selection boards for each year served and if promoted, will not get a time in class or time in service extension after that promotion is attested.

Section 5. Official Time Allowances

Official time for representation 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 meeting 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 employee to carry out their responsibilities when serving as the AFSA Representative, or an AFSA Post Representative.
- I. When the AFSA Representative or AFSA Post Representative is authorized official time to participate in a local meeting or activities under this Agreement, and the meeting or activity is not conducted at their 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 activities is to be considered official time as well; however normally, travel expense or per diem are not authorized.

Section 6. Internal Union Business

Time spent conducting 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. campaign 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, Approval, and Recording of Official Time


- A. AFSA recognizes its responsibility to ensure that the AFSA Representative and AFSA Post Representative will not unduly absent themselves from their assigned work. They will make every effort to perform representational functions on behalf of the bargaining unit in a proper and expeditious manner.
 - B. The decision to grant official time and the determination as to whether the use of official time is within reasonable limits will be made by the AFSA Representative's and AFSA Post Representative's immediate supervisor or in their absence, the next-higher level supervisor available, in consultation, if appropriate, with the Director, Office of Global Talent Management, or successor. Requests for official time will be granted unless the employee's absence will significantly interfere with the completion of US&FCS's critical day-to-day operations or the performance of its overall mission.
 - C. If the AFSA Representative or AFSA Post Representative cannot be spared, the supervisor shall authorize an alternative date and time for the AFSA Representative or AFSA Post Representative to conduct official union business. Upon conclusion of the representational activity, the AFSA Representative or AFSA Post Representative will inform their supervisor or designee as soon as possible that the activity has been completed.
 - D. The AFSA Representative and AFSA Post Representative will follow time and attendance procedures established by their agency. The Office of Global Talent Management, or successor, shall furnish AFSA with the current T&A policy annually on July 1.
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 four (4) 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.

3. This MOU will remain in effect for five 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 date. Any changes to any of its provisions may be proposed in accordance with Article VIII of the CBA between the Parties.
4. The Parties understand that this MOU must undergo Agency Head Review, herein after "AHR", in accordance with 22 U.S.C. § 4113(f). Once all signatures have been obtained below, this MOU will be forwarded by Management for AHR. Once the MOU has been approved by the Agency Head, or absent disapproval by the Agency Head, 31 days after execution, the MOU shall become effective. If the MOU fails AHR, the Parties agree to reconvene to discuss the contents of this MOU that are found to be contrary to applicable law, rule, or regulation.

PARTIES TO THE MOU:

For the Agency:



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

3 JUNE 2024
Date

For the Union:



Joshua Burke
Vice President, AFSA

03.26.2024
Date