

# Framework Agreement

*between*

U.S. Department of State  
and American Foreign Service Association



July 15, 2019

## **TABLE OF CONTENTS**

<b>PREAMBLE.....</b>	<b>2</b>
<b>ARTICLE 1</b>	
<b>PARTIES TO THE AGREEMENT AND RECOGNITION OF THE BARGAINING UNIT.....</b>	<b>3</b>
<b>ARTICLE 2</b>	
<b>DEFINITIONS.....</b>	<b>4</b>
<b>ARTICLE 3</b>	
<b>DURATION AND RENEWAL OF AGREEMENT.....</b>	<b>6</b>
<b>ARTICLE 4</b>	
<b>EMPLOYEE RIGHTS AND RESPONSIBILITIES.....</b>	<b>7</b>
<b>ARTICLE 5</b>	
<b>UNION RIGHTS AND RESPONSIBILITIES.....</b>	<b>9</b>
<b>ARTICLE 6</b>	
<b>MANAGEMENT RIGHTS AND RESPONSIBILITIES.....</b>	<b>12</b>
<b>ARTICLE 7</b>	
<b>NEGOTIATIONS.....</b>	<b>14</b>
<b>ARTICLE 8</b>	
<b>USE OF OFFICIAL FACILITIES AND SERVICES.....</b>	<b>18</b>
<b>ARTICLE 9</b>	
<b>USE OF TELECOMMUNICATIONS SYSTEM.....</b>	<b>21</b>
<b>ARTICLE 10</b>	
<b>DUES WITHOLDING.....</b>	<b>23</b>

## **PREAMBLE**

Pursuant to the policy set forth by Chapter 10 of the Foreign Service Act of 1980 (FS Act) governing Labor-Management Relations, the following articles of this Framework Agreement (“Agreement”), together with any and all supplemental agreements and amendments which may be subsequently agreed to, constitute the total Agreement between the Foreign Service of the Department of State, (hereinafter called the “Department” or “Employer”), and the American Foreign Service Association (hereinafter called the “Union” or “AFSA”). The Department and the Union are collectively referred to as the “Parties.”

The Parties agree that the statutory protection of the right of employees to organize, bargain collectively, and participate through the Union safeguards the public interest, contributes to the effective conduct of business, and facilitates and encourages the amicable settlement of disputes between the Parties involving conditions of employment. The Parties also recognize that 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. This Agreement should be interpreted and administered in a manner consistent with the requirement of an effective and efficient Government. The Parties hereby affirm their commitment to build a positive and cooperative bilateral relationship.

With the foregoing in mind, the Parties subscribe to the following statements of the respective rights and obligations of the Department and the Union:

## **ARTICLE 1**

### **PARTIES TO THE AGREEMENT** **AND RECOGNITION OF THE BARGAINING UNIT**

#### **Section 1. Recognition**

On January 22, 1973 AFSA was certified as the exclusive representative of all Foreign Service employees of the Department of State, as reaffirmed by Chapter 10 of the FS Act. The bargaining unit constitutes a single world-wide bargaining unit, excluding confidential employees described in Section 1002(6) of the FS Act,<sup>1</sup> management officials as described in Section 1002(12) of the FS Act,<sup>2</sup> employees engaged in personnel work in other than a purely clerical capacity, employees engaged in criminal or national security investigations and employees who audit the work of individuals to ensure that their functions are discharged with honesty and integrity.

The Parties agree that for purposes of domestic positions, there is a presumption that management officials include Executive Directors and their Deputies within each Bureau and DAS or equivalent positions and above. This Agreement does not preclude AFSA or a management employee from challenging that presumption in the appropriate forum, i.e. before the Foreign Service Labor Relations Board.

---

<sup>1</sup> 22 USC §4102(6).

<sup>2</sup> 22 USC §4102(12).



## ARTICLE 2

### DEFINITIONS

For the purposes of this Agreement, the terms listed below are defined as follows:

**BOARD:** The Foreign Service Labor Relations Board (FSLRB).

**CONFIDENTIAL EMPLOYEE:** 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.

**CONDITIONS OF EMPLOYMENT:** Personnel policies, practices, and matters, whether established by regulation or otherwise, affecting working conditions, but does not include policies, practices, and matters —

- a) relating to political activities prohibited abroad or prohibited under subchapter III of chapter 73 of title 5, U.S. Code;
- b) relating to the designation or classification of any position under section 501;
- c) to the extent such matters are specifically provided for by Federal statute; or,
- d) 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.

**DAYS:** Unless otherwise indicated, use of the word “days” refers to business days. In computing any period of time prescribed in this Agreement, the day of the act from which the designated period of time begins to run shall not be included. For example, if a party receives a proposal on April 1st, the 15 business day response period would begin on April 2nd.

**EMPLOYEE:** A member of the Foreign Service who is a citizen of the United States, wherever serving.<sup>3</sup>

---

<sup>3</sup> FS Act §1002(8), 22 USC §4102(8).

**FRAMEWORK AGREEMENT:** The articles of this Agreement, together with any and all supplemental agreements and amendments which may be subsequently agreed to.

**MANAGEMENT OFFICIAL:** An individual who—

- a) is a chief of mission or principal officer;
- b) is serving in a position appointed by the President, by and with the advice and consent of the Senate, or by the President alone;
- c) occupies a position which in the sole judgment of the Secretary 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 of State and the Foreign Service under section 209 of the FS Act; or,
- f) is engaged in the administration of this subchapter or in the formulation of the personnel policies and programs of the Department.

## **ARTICLE 3**

### **DURATION AND RENEWAL OF AGREEMENT**

#### **Section 1. Effective Date and Term**

The effective date of this Agreement shall be the date the agreement is signed by both Parties, subject to the approval of the Secretary of State, or designated agency head, or the 31<sup>st</sup> calendar day after the date signed by the Parties, whichever comes sooner.

Subject to Section 2, this Agreement shall remain in effect for three years from the effective date. Thereafter, the Agreement shall be renewed for additional one-year periods dating from the anniversary date, unless between 105 and 60 calendar days prior to such anniversary date either party gives written notice to the other of its desire to amend, supplement, or renegotiate the Agreement. The other party must acknowledge the notice promptly upon receipt. The current Agreement shall remain in full force and effect until all proposed changes have been negotiated and agreed to.

#### **Section 2. Amendments and Supplements**

This Agreement may be amended and/or supplemented as follows:

- a) The Parties will amend and supplement this Agreement if required to reflect changes mandated by law, Executive Order, or Government-wide regulations;
- b) Changes not mandated by law or Government-wide regulations may be proposed by either party at any time, but will only be negotiated if both Parties mutually agree to bargain over the proposals.

## **ARTICLE 4**

### **EMPLOYEE RIGHTS AND RESPONSIBILITIES**

#### **Section 1. Union Membership**

a) An employee has the right to form, join, or assist a labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal. No employee shall be required as a condition of employment, assignment, promotion or retention, to join or refrain from joining any labor organization. Each employee shall be protected in the exercise of such right. Except as otherwise provided by the FS Act, such right includes 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 the Secretary 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 law.

b) No interference, restraint, coercion, discrimination, or reprisal will be practiced by the Employer against an employee for exercising any of the rights guaranteed by Chapter 10 of the FS Act or this Agreement; nor shall the Employer discourage or encourage employee membership in a labor organization. Neither shall an employee be disciplined or otherwise discriminated against by the Employer because she/he participated in a grievance, appeal, unfair labor practice complaint or any other proceeding brought under the provisions of law.

c) Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization.

d) This Agreement does not prevent any employee in the unit from bringing, on his/her own initiative, a grievance, complaint or any matter of personal concern to the attention of the appropriate officials without fear of penalty or reprisal.

## **Section 2. Representation Rights – Formal Discussions**

a) An exclusive representative shall be given the opportunity to be present at:

1) Any formal discussion between one or more representatives of the Employer and one or more employees or their representatives concerning any grievance or any personnel policy, practice or other general condition of employment; and,

2) Any examination of the employee by a representative of the Employer 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.

b) The Department shall annually inform the AFSA bargaining unit employees of their Weingarten rights. The Department Notice shall remind FS employees that AFSA is their exclusive representative.

## **ARTICLE 5**

### **UNION RIGHTS AND RESPONSIBILITIES**

#### **Section 1. Recognition and Representation<sup>4</sup>**

The Employer recognizes the Union's right to act for and negotiate agreements covering all employees in the unit. The Union will represent all employees in the unit in those matters where it is acting as the exclusive representative without discrimination, and without regard to Union membership.

#### **Section 2. Officers and Representation**

The Department agrees to respect the rights of the Union and will recognize duly elected officers and other representatives of AFSA. AFSA will provide the Department with a complete list of officers and representatives on a timely basis after each election of general officers and when new officers are appointed within the Union.

#### **Section 3. Official Time<sup>5</sup>**

a) The AFSA President and State Vice President shall be granted 100% official time to perform representational activities. Official time is not authorized for internal Union business.

b) During the term of this Agreement, AFSA may submit a proposal for negotiation to the Department's Chief Labor Management Negotiator requesting up to 100% official time for an additional representative for a definitive period of time. The proposal should include a detailed description of the activities the representative will engage in and how he/she will engage with management. The Department will negotiate the proposal in good faith.

c) While AFSA seldom uses employees other than those described above to represent employees during negotiations, there may be times when this occurs. When this occurs, the Parties agree that employees representing AFSA in the negotiations of a collective bargaining agreement or in union representational

---

<sup>4</sup> FS Act §1013, 22 USC §4113.

<sup>5</sup> FS Act §1018(d), 22 USC §4118(d).



activities shall be authorized a reasonable amount of official time when the employee would otherwise be in a duty status. The Department will so notify the supervisors of employees involved.

d) The Employer agrees to allow AFSA State Department representatives on 100% official time:

1. To be reviewed by a Selection Board for each year served; and,
2. To extend their time-in-class by time served in that capacity, but not to exceed two years in any position.

e) AFSA representatives on 100% official time shall be permitted to submit evaluative material (in the form of a self-evaluation memoranda) for inclusion in their official performance folders. These representatives may also obtain and submit a separate memorandum, for his/her OPF, from a Department employee that is at the same grade or higher than the representative.

#### **Section 4. Post Representatives**

The Department agrees to recognize AFSA's designation of Department employees as AFSA representatives at post. Upon timely written notice of an individual's designation from AFSA to the Department's Chief Labor Management Negotiator, he/she or designee will certify the designation and promptly notify post management of the designation and authorization to deal with the named individual. All dealings at post will be in compliance with applicable FAM/FAH sections.

#### **Section 5. Changes in Bargaining Unit Status**

When the Labor Management Office (HR/PC/LM), and/or Employer decides to change the Bargaining Unit Status (BUS) code of a position, the Union will be notified of the change prior to implementation.

#### **Section 6. Listings of FS Personnel**

The Department will provide the Union a list of FS personnel. This listing will be alphabetical with grade and include the post of assignment. The Department agrees to provide a full listing as of September 30 of the year that this Agreement goes into force, and then on a triannual basis, i.e. three times a year.

## **Section 7. Union Right to Information**

In accordance with the provisions of Section 1013(e)(4) of Chapter 10 of the FS Act, the Department agrees to provide the Union, upon request and to the extent not prohibited by law, data:

- a) which is normally maintained by the Department in the regular course of business;
- b) which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects which fall within the scope of collective bargaining; and,
- c) which does not constitute guidance, advice, counsel or training provided for management officials or confidential employees, related to collective bargaining.

This data will be transmitted to the Union in a reasonable period of time, normally within seven (7) days of the request.

## **ARTICLE 6**

### **MANAGEMENT RIGHTS AND RESPONSIBILITIES**

#### **Section 1. Management Rights<sup>6</sup>**

Nothing in this section shall affect the authority of any management official, in accordance with applicable law to:

- a) determine the mission, budget, organization, and internal security practices of the Department, and the number of individuals in the Foreign Service or in the Department;
- b) hire, assign, direct, lay off, and retain individuals in the Foreign Service or in the Department, to suspend, remove, or take other disciplinary action against such individuals, and to determine the number of members of the Service to be promoted and to remove the name of or delay the promotion of any member in accordance with regulations prescribed under the FS Act;
- c) conduct reductions in force, and to prescribe regulations for the separation of employees pursuant to such reductions in force conducted under Section 611 of the FS Act.<sup>7</sup>
- d) assign work, to make determinations with respect to contracting out, and to determine the personnel by which the operations of the Department shall be conducted;
- e) fill positions from any appropriate source;
- f) determine the need for uniform personnel policies and procedures between or among the Foreign Affairs agencies; and,
- g) take whatever action may be necessary to carry out the mission of the Department during emergencies.

---

<sup>6</sup> FS Act §1005, 22 USC §4105.

<sup>7</sup> FS Act §611, 22 USC §4010a.

## **Section 2. Permissive and Mandatory Bargaining Authority**

Nothing in this section shall preclude the Employer and the Union from negotiating:

- a) at the election of the Employer, 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;
- b) procedures which management officials will observe in exercising any function under this section; or
- c) appropriate arrangements for employees affected by the exercise of any function under this section by such management officials.

## **ARTICLE 7**

### **NEGOTIATIONS**

#### **Section 1. General**

The Parties have the responsibility to conduct negotiations and other dealings in good faith and in such manner as will further the public interest.

#### **Section 2. Collective Bargaining**

a) The Parties recognize the right of either party to initiate bargaining where appropriate. Although this Agreement covers many subjects, many other relevant rules, policies, and regulations are already codified within the Foreign Affairs Manual (FAM), Foreign Affairs Handbook (FAH), Annual Precepts, Standard Operating Procedures (SOPs), and other internal Department policy statements. To the extent that such documents were bargained between the Employer and Union, they are considered collective bargaining agreements and may contain sunset provisions or expiration dates (i.e. term limits) as mutually agreed to by the parties.

b) Where no term limits exist, such documents will remain in force until changes have been negotiated between and agreed to by the Parties. AFSA may propose changes, at any time, to these documents that lack an existing term limit. Proposed changes will be considered seriously by the Department and responded to with either agreement to the proposed changes, request to negotiate the proposed changes, or rejection of the proposed changes for specific reasons. When the Parties agree to engage in negotiation over requested changes, these existing agreements will remain in force until agreement between the parties is reached or until the full spectrum of negotiations allowed under the statute is completed. Ground rules establishing specific timeframes for negotiations may be requested by either party.

c) Future changes to modify, terminate or amend existing agreements (e.g. FAM, FAH, SOPs) will require the full breadth of negotiation as contemplated under Section 3. The parties hereby agree that all future agreements of this nature will have designated term limits unless mutually agreed to by the parties that a term limit on the agreement is not necessary. Where a term limit exists, it will specifically indicate the length of the agreement, whether the parties will allow an agreement to rollover if not reopened in a timely manner, and as needed, the

window of opportunity to reopen an agreement by either party when its term is completed. Nothing prevents the parties from reopening an agreement at any time by mutual agreement.

### **Section 3. Notice to the Union**

- a) The Parties agree that the Union shall be given notice and the opportunity to negotiate with respect to changes in the conditions of employment of bargaining unit employees, to the extent consistent with Section 1005 of the FS Act,<sup>8</sup> and to the extent such changes in conditions of employment are greater than de minimis.
- b) Notification may include a final date for the Union to request negotiations with respect to the proposed change. In no case shall such final date be less than ten (10) days from receipt of the notification of the proposed change. When notification does not include a final date for the Union to request negotiations, and the Union wishes to negotiate, the Union shall make a request to negotiate within thirty (30) calendar days from the date of receipt of the notification.
- c) If the Union wishes to submit a request for clarification of the proposal, it must do so within seven (7) days. Management will respond within seven (7) days. The Union will then have seven (7) days from the receipt of the clarification to request negotiations. If the Union does not submit a timely request to negotiate or for further clarification, it shall be deemed to constitute acceptance of the change by the Union.
- d) The Union will be required to submit its proposals within ten (10) days of requesting negotiations. Upon request, the Union will receive an extension of ten (10) additional days to submit proposals. Failure to submit timely proposals will allow the Department to implement the change.
- e) The Department is precluded, upon the Union's request to negotiate and receipt of timely proposals, from implementing its proposed action until the Parties reach agreement or, if the Parties do not agree as to the obligation to negotiate, until the Board resolves the issue of whether the obligation to negotiate exists, unless required to carry out the mission of the Department in an emergency.
- f) When good faith negotiations do not result in agreement, the Parties will first seek mediation to try and resolve the matter. If the Parties reach an impasse at

---

<sup>8</sup> 22 U.S.C. § 4105.



mediation, either Party may request the Foreign Service Impasse Disputes Panel (FSIDP) consider the impasse. While the impasse is before the FSIDP or a mediator, neither party will implement the proposed change except to the extent mutually agreed to or if an emergency requires the Department to take immediate action.

g) The Department will endeavor to provide the Union with documents that track all proposed changes and/or amendments to existing regulations, SOPs, and documents, clearly delineating the changes and/or amendments the Department proposes.

#### **Section 4. Union Proposals**

a) If the Union is the party reopening an agreement with a term limit, it will be responsible for providing notification to the Department of its proposed changes. The Union shall transmit to the Department any proposed changes within ten (10) days from requesting to reopen an agreement. The Department shall respond to the Union's proposed changes within fifteen (15) days from receipt of the proposed changes by agreeing to the proposed changes or requesting to negotiate over the proposed changes. If the Department requests clarification of any proposed changes during the fifteen (15) day period from receipt of the change, the Union shall address the request for clarification within seven (7) days. The Department will then have seven (7) days, from the receipt of the clarification to respond to the Union's proposed changes.

b) Where the Union wishes to propose changes to an agreement that does not contain a term limit, the Union may at any time transmit to the Department any proposed changes in personnel policies, practices, or matters, whether established by regulation or otherwise affecting working conditions of employees. The Department shall respond to the Union proposal(s) within fifteen (15) days from receipt of the proposal(s). If the Department requests clarification of any proposed changes during the fifteen (15) day period from receipt of the proposed change, the Union shall address the request for clarification within seven (7) days. The Department will then have seven (7) days, from the receipt of the clarification to respond to the Union proposal(s).

c) For matters addressed in Section 2(b) and Section 4(b), (i.e. proposed changes to agreements that do not contain a term limit), in those cases where the Department has responded rejecting the proposed changes under the "covered by" doctrine, AFSA will have three (3) opportunities within two (2) years from the effective date

of this Agreement to request negotiations regardless of a “covered by” argument and the Department must honor that request to negotiate. AFSA will have two additional opportunities within three years of the effective date of this Agreement to request negotiations as described above (i.e. regardless of the Department’s “covered by” argument). Thereinafter, during each year that this Agreement rolls over, AFSA will have one opportunity per year to request negotiations regardless of a “covered by” argument and the Department must honor that request to negotiate.

### **Section 5. Extension**

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

### **Section 6. Resolution of Implementation Dispute**

Any dispute between the Department and the Union concerning the effect, interpretation or a claim of breach of a collective bargaining agreement shall be resolved pursuant to 22 U.S.C. § 4114 or as an Unfair Labor Practice.

## **ARTICLE 8**

### **USE OF OFFICIAL FACILITIES AND SERVICES**

#### **Section 1. Purpose**

Unless otherwise specified, the services and facilities described in this article shall be provided by the Department to the Union free of charge.

#### **Section 2. Space and Furniture**

For the convenience and efficient servicing of employees within the bargaining unit, the Department agrees to provide adequate office space, containing individual offices and office furniture, to include a safe to hold classified material for the use of the Union. Such space shall be limited to space available within the Harry S. Truman Building (HST). The Department shall provide general services for any facility related issues under their authority to include office equipment provided by the Department. The Department, with advance notice, also agrees to provide the Union with access to a cleared space, within HST, containing a computer and telephone for classified discussions and drafting on an as needed basis.

Additionally, the Department agrees to make reasonable efforts to provide conference rooms and/or auditoriums within HST to enable the Union to conduct general membership and other such meetings. Requests for use of such space must be initiated by the Union in writing, at least three days' prior to the requested date. The Union understands that the Department may need to preempt the space, with little notice, for its own use. The Department will make every effort to provide alternative arrangements when possible.

#### **Section 3. Telephones**

The Union may use Department telephones for all international and local calls in conducting its representational business.

#### **Section 4. Submission to State Magazine**

Articles that AFSA wishes to submit to be considered for publication will be submitted simultaneously to HR/PC/LM and the Editor of State Magazine.

## **Section 5. Bulletin Boards and Television**

a) Upon request, AFSA may have access to Department Bulletin Boards not to exceed four (4) total. Currently, AFSA has access to a bulletin board in HST near the main cafeteria and at FSI. AFSA may continue use of those two (2) bulletin boards if they desire to do so, with the understanding that use of those Bulletin Boards will count as two (2) of the four (4) total Department Bulletin Boards to which AFSA may have access. If those bulletin boards are removed in any building renovation, AFSA may seek the use of alternative bulletin boards.

b) The Department will also grant AFSA space, outside of the Main Cafeteria, HST to display a television.

c) Bulletin board material must be properly identified as belonging to AFSA and relate to employees, their employment by the Department or AFSA's role as the exclusive representative. AFSA assumes all responsibility incident to the preparation, reproduction, distribution, posting, and maintenance of material on bulletin boards. Postings will be devoid of libelous, scandalous or scurrilous material.

d) When AFSA desires to post materials at Departmental display areas other than those listed in Section 5(a), AFSA will submit such material to the Department in accordance with applicable procedures.

e) The Department agrees to permit AFSA representatives at overseas posts to display AFSA material in an area where other organizational material is located, e.g., on the CLO Notice Board or in a similarly visible location. Specific notices of AFSA events can be displayed in general use spaces, such as on a cafeteria notice board or other general use bulletin board.

## **Section 6. Correspondence to Members**

The use of the Department's facilities for registered mail is made necessary by AFSA's need to transmit documents between its Washington headquarters and its membership worldwide.

AFSA may use the Department's overseas pouch facilities on a reasonable basis for the distribution of general printed matter and individually addressed correspondence arising from AFSA's role as the exclusive representative.

## **Section 7. Electronic Mail Systems**

- a) The Department shall provide AFSA e-mail access for representational purposes, such as communicating directly with employees on announcements of meetings, obtaining employee input on issue between Management and AFSA, and to assist employees with grievances, investigations, disciplinary and other similar employment related matters.
- b) With the exception of three blast emails during AFSA's election season, the e-mail system shall not be used for internal union business, such as election and membership efforts.
- c) Other than administrative proceedings, e.g. grievances, EEO, security clearance cases, the Union will not seek information or request meetings directly with management officials without the prior knowledge and approval of the Department's Chief Labor Management Negotiator or his/her designee. Unless otherwise mutually agreed to, HR/PC/LM will be copied on any such emails.
- d) Any Department issued fobs, iPads, BlackBerrys or related communication devices requested and issued to the elected AFSA President, State Vice President, and/or staff member, will be paid for by AFSA.
- e) AFSA will abide by the provisions of 5 FAM 750 when using the Department's intranet and unclassified email system.

## **ARTICLE 9**

### **USE OF TELECOMMUNICATIONS SYSTEM**

Unless otherwise stated, AFSA's access to the Department's Cable/ALDAC and other telecommunications systems shall be confined exclusively to matters arising from the performance of its obligations as exclusive representative under Chapter 10 and 11 of the FS Act.

#### **Section 1. Standard Procedures**

- a) AFSA will observe Department guidelines for the various types of correspondence it sends (i.e., telegrams, memorandums, letters, diplomatic notes, Department Notices, electronic messages, and invitations).
- b) Cables and Department Notices (DN) will be written in the appropriate style and clearly identified to indicate that transmission is from AFSA through the Department.
- c) Cables shall be unclassified except in extraordinary circumstances and by agreement of both parties. Cables shall be sent routine unless there is mutual agreement for a higher priority.
- d) Cables and DNs will be presented to the Department's Chief Labor Management Negotiator or designee for clearance. A cable or DN must be cleared provided it is in compliance with the provisions of this Article and is devoid of libelous, scurrilous or scandalous material. The clearer may disseminate the Cable or DN for wider input from management officials but is the sole clearer of the document. Redrafting of the cable is not the prerogative of the clearing official.
- e) Cables and DNs shall normally be transmitted within two days of presentation by the Union to the Department's Chief Labor Management Negotiator or designee.

#### **Section 2. Overseas Procedures**

Any communication presented by the AFSA representative for transmission to staff will be presented to the designated management official at post or regional management officer to be cleared for transmission. Communication must be cleared provided it is in compliance with the provisions of this Article and is



devoid of libelous, scurrilous or scandalous material. Redrafting of the communication is not the prerogative of the clearing official.

### **Section 3. AFSA Elections and Awards**

AFSA may use the cable system on a reasonable basis for distribution of material related to AFSA Awards, AFSA's Call for Nominations, and to announce the results of Governing Board elections.

## **ARTICLE 10**

### **DUES WITHHOLDING**

#### **Section 1. General**

Payroll deductions for the payment of Union dues may be made from the pay of bargaining unit employees and non-bargaining unit employees, if authorized by the employee.

#### **Section 2. Supply of Forms**

The Union will be responsible for the distribution of Standard Form 1187 for use by an eligible member of the Union who wishes to authorize the deduction of his/her dues.

#### **Section 3. Changes in Dues Structure**

The AFSA President or authorized AFSA official (e.g. Chief Operating Officer or equivalent, or AFSA Member Services) shall notify the Department's Chief Labor Management Negotiator or designee when the dues structure changes. HR/PC/LM will immediately notify the Department's Payroll Office of the change. AFSA agrees that changes to dues structure can only occur once every calendar year.

#### **Section 4. Bi-weekly deductions**

Authorized deductions will be made each bi-weekly pay period from the pay of an employee who has authorized such allotment. No deduction will be made in any period for which the employee's net earnings after other deductions are insufficient to cover the full amount of the allotment for dues.

The Union will not be charged or assessed a fee for services rendered, by the Department, in connection with these deductions.

#### **Section 5. Bi-weekly listings**

The Department will transmit to AFSA bi-weekly the total dues withheld each pay period along with a list of employees, the amount deducted for each employee, the total amount of the dues withheld for the year, and the amount of the check. The

Department also agrees to provide a bi-weekly listing of discontinuance of the dues deduction.

#### **Section 6. Annuity deductions**

Annuity deductions for the payment of AFSA dues will be made from the annuity of retired Foreign Service members if authorized by the annuitant by completing Standard Form 1187A. The Department will apprise retiring Employees of this option as part of the Department's ongoing retirement education and counseling efforts.

#### **Section 7. Discontinuance of Dues**

An employee may seek to cease payroll dues deduction by contacting the Members Services Division within AFSA and processing the necessary paperwork. AFSA shall inform the Department to cease payroll dues deduction and send the necessary paperwork. AFSA may also request that the Department automatically cease dues deduction of any member AFSA no longer considers to be in good standing. Should AFSA no longer remain the exclusive representative of the Foreign Service bargaining unit, all related dues deduction shall cease on the effective date of that loss of recognition.

## SIGNATURES

The American Foreign Service Association and the Department of State hereby agree to this negotiated Framework Agreement on the 15<sup>th</sup> of July, 2019.

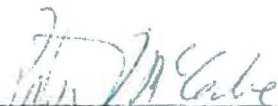
### FOR THE DEPARTMENT OF STATE



Steve Polson  
Chief Labor Management Negotiator

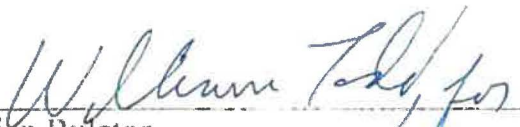


Chris Klemm  
Deputy Labor Management Negotiator



Patty McCabe  
Labor Relations Specialist

### APPROVAL

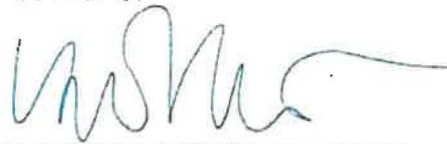


Brian Bullatao  
Under Secretary for Management


8/12/2019

Date

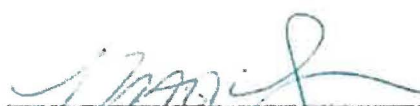
### FOR AFSA



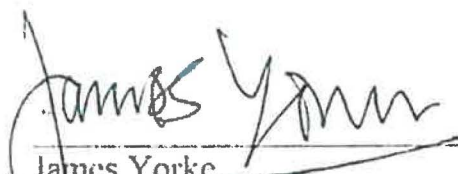
Ken Kero-Mentz  
State Vice President



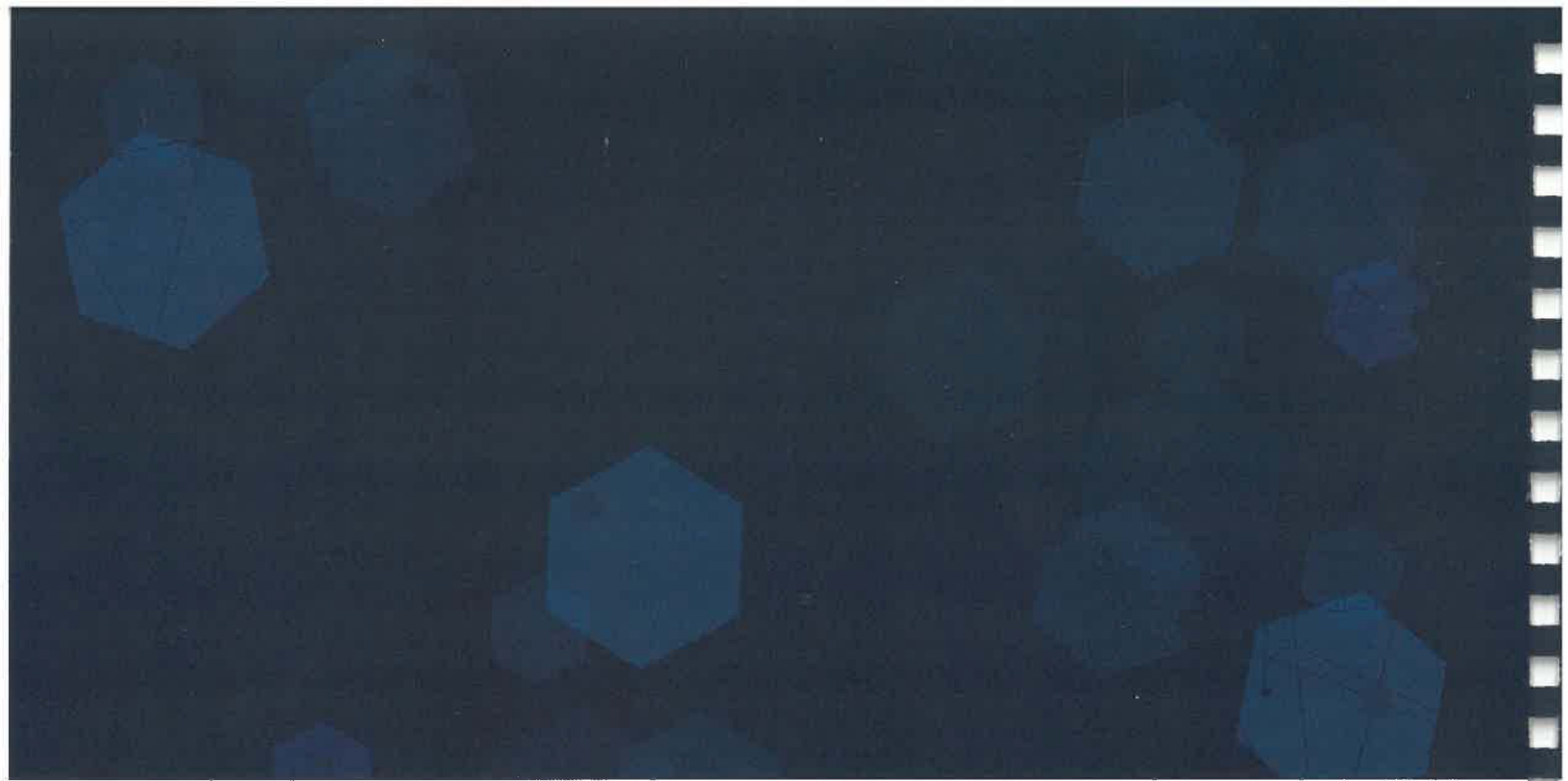
Sharon Papp, Esq.  
General Counsel



Raeka Safai, Esq.  
Deputy General Counsel



James Yorke  
Senior Labor Management  
Representative



Cover Design and Printing by A/GIS/GPS  
November 2019