

FRAMEWORK AGREEMENT

between

AGENCY FOR INTERNATIONAL DEVELOPMENT
(USAID)

and

AMERICAN FOREIGN SERVICE ASSOCIATION
(AFSA)

ARTICLE I

PARTIES TO THE AGREEMENT

This agreement is entered into by the United States Agency for International Development, hereinafter referred to as the "Agency" or "Employer," and the American Foreign Service Association, hereinafter referred to as the "Union" or "AFSA," and collectively referred to as the "Parties," under authority of the Foreign Service Act of 1980, hereinafter referred to as the "Act."

ARTICLE II

RECOGNITION AND UNIT DESIGNATION

SECTION 1

The Agency for International Development recognizes the American Foreign Service Association as the exclusive representative of bargaining unit employees in Section 2 below.

SECTION 2

On January 22, 1973, AFSA was certified as the exclusive representative of Foreign Service employees in the Foreign Service bargaining unit of the Agency for International Development. The unit constitutes a single and separate worldwide bargaining unit, excluding management officials, confidential employees, employees engaged in personnel work in other than a purely clerical capacity, employees engaged in criminal or national security investigation, and employees who audit the work of individuals to insure that their functions are discharged honestly and with integrity.

ARTICLE III

DURATION AND RENEWAL OF AGREEMENT

SECTION 1 – GENERAL

This Agreement shall continue in full force and effect for three years from the date of signature. Thereafter, the Agreement shall be automatically renewed for additional one-year periods, unless, between no more than one hundred five (105) nor less than sixty (60) calendar days prior to the Agreement's expiration date, either party gives written notice to the other of its desire to amend, supplement or renegotiate the Agreement. The Agreement shall remain in effect until such changes have been negotiated.

SECTION 2

The parties may amend and supplement this Agreement to reflect changes mandated by law, executive order and government-wide rules or regulations not in effect when this Agreement is executed.

ARTICLE IV

NEGOTIATIONS

SECTION 1 – GENERAL

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

SECTION 2 – NOTICE TO THE UNION

- A. During the life of this Agreement the Agency shall provide the Union advance written notice with respect to changes in conditions of employment. If the Union desires to negotiate on such changes or to meet and consult for the purpose of clarifying any change, it must so respond in writing to the Agency's labor relations office within seven (7) calendar days; except, if the Union during such period advises the Agency in writing, that it requires additional time, then the time for the Union's response will be expedited by five (5) days. After providing any such response the Union shall submit written counterproposals, as follows:
- (1) If AFSA in its response has requested negotiations, it shall present its written counterproposals to the Agency within 10 days of the Agency's receipt of AFSA's request to negotiate; or
 - (2) If AFSA in its response has requested clarification, it shall submit any counterproposals to the Agency in writing within ten (10) days after the Agency has provided clarification, as well as data in accordance with 1013(e)(4) of the Foreign Service Act; provided, however, if AFSA advises the Agency in writing prior to the end of such 10 days that it has sought information or comments from bargaining unit members posted overseas, then the required date for the submission of AFSA counterproposals as specified in (2) shall be extended by an additional ten (10) days. Further extensions shall be only by mutual consent.
- B. Each party, at the request of the other party, shall be required to meet for good faith negotiations no sooner than one week after the Agency has received AFSA's written counterproposals.

SECTION 3 – MID-TERM BARGAINING

Mid-term bargaining is negotiation during the term of a basic Agreement over Union-proposed or Agency-proposed changes in conditions of employment not covered by the basic Agreement or not clearly and unmistakably waived during negotiations. The parties recognize the right of either party to initiate and the obligation of each party to engage in mid-term bargaining.

SECTION 4 – RESOLUTION OF IMPLEMENTATION DISPUTE

Any dispute between the Agency and the Union concerning the effect, interpretation, or a claim of breach of a collective bargaining agreement shall be resolved pursuant to Section 1014 of the Act.

ARTICLE V

UNION RIGHTS AND REPRESENTATION

SECTION 1 – RECOGNITION

The Agency recognizes that AFSA has the exclusive right to represent all employees in the bargaining unit with regard to matters affecting the conditions of employment.

SECTION 2 – REPRESENTATION

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

SECTION 3 – OFFICERS AND REPRESENTATIONS

The Agency agrees to respect the rights of the Union and will recognize duly elected officers and other representatives of AFSA. AFSA will provide the Agency with a complete list of officers and representatives within one week after each election and, thereafter, will advise the Agency in writing within three working days of any changes.

SECTION 4 – UNION RIGHT TO INFORMATION

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

- (1) which is normally maintained by the Agency in the regular course of business;
- (2) 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
- (3) which does not constitute guidance, advice, counsel, or training provided for management officials or confidential employees, relating to collective bargaining.

SECTION 5 – OFFICIAL TIME

(A) The parties agree that Agency employees representing AFSA in the negotiation of a collective bargaining agreement or in union representational activities shall be

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

- (B) AFSA officers will be allowed official time without the loss of pay or leave to fulfill bargaining and representational obligations. Official time is not authorized for the conduct of internal union business or activities. The Agency further agrees to provide one staff-year for the AFSA Vice President for USAID to fulfill AFSA's representational obligations. The parties agree that this one-year period began on October 8, 1992. Following the expiration of this period, there will be a six-month term within which both parties will evaluate implementation of a permanent full official time position and commence negotiations concerning this issue. The Union Vice President will continue on 100% official time during this period.
- (C) The Agency agrees to allow the AFSA Vice President for USAID, who is on 100% official time, the election of either a time-in-class waiver, hereinafter referred to as "TIC waiver," or review by a Performance Board (formerly "selection board"). If a TIC waiver is chosen, the waiver covers only the initial four years of the employee's tenure as AFSA Vice President for USAID. If the Performance Board competition is chosen, competition will be subject to all precepts and promotion regulations. The choice of election must be made in writing within 60 days of assuming office.
- (D) The Agency agrees to recognize and AFSA representative at overseas post. Such representative shall be a member of a bargaining unit represented by AFSA. Upon written notice by AFSA to the Agency's labor relations office of the designation of an eligible post representative, the labor relations office will advise USAID post management of the designated representative. All dealings as post will be in compliance with applicable messages to the field and negotiated agreements.

ARTICLE VI

MANAGEMENT RIGHTS AND RESPONSIBILITIES

SECTION 1 – LAWS AND REGULATIONS

In the administration of all matters covered by this agreement, employees are governed by existing or future laws and executive orders and the regulations of appropriate regulatory authorities, including policies set in Standardized Regulations (Government Civilians, Foreign Areas), the Foreign Affairs Manual, USAID Handbooks, Agency policies and regulations in existence at the time the Agreement is approved and policies and regulations subsequently published as required by law.

ARTICLE VII

HOUSEKEEPING

SECTION 1. Statement of Purpose

The parties agree that AFSA by virtue of the responsibilities as the exclusive bargaining representative for a worldwide bargaining unit requires certain faculties and services to efficiently and promptly provide representation to its constituent members. To this end the Agency agrees to the following:

SECTION 2. Bulletin Boards

A. USAID will provide AFSA free of charge bulletin board space in the following locations:

1. Main State
2. SA-14: Mezzanine, USAID training office, room #4, kitchen area
3. SA-14: Corridor bulletin boards, floors 10-16 (one on each floor)
4. SA-16: Bulletin Board on 3rd floor, near snack bar
5. SA-18: Corridor bulletin boards, floors 2-8, (one on each floor)
6. SA-2

B. Notices or literature must be properly identified as belonging to AFSA and relate to employees, their employment by USAID, or AFSA's role as exclusive representative. AFSA assumes all responsibility incidental to the preparation, reproduction, distribution, posting and maintenance of material on bulletin boards. Postings will be devoid of libelous, scandalous, or scurrilous material.

C. When AFSA desires to post materials at USAID display areas other than those listed in Section 1, AFSA will submit such material to the Agency's labor relations office for approval of posting and display area.

D. Material which is posted in areas other than those designated or not otherwise in compliance with this agreement may be removed by management.

SECTION 3. Services and Facilities

A. If 100 percent official time is provided for the AFSA Vice President, the Agency shall use its best efforts to provide AFSA with additional office space in Main State, SA-2 or SA-1, in that order of priority. If the Vice President occupies USAID office space separate from AFSA's present offices, will provide such office with FAX, USAID inter-office distribution, telephone, and E-Mail services, provided that the cost of such services to the Agency shall not exceed a monetary ceiling to be agreed upon by the parties prior to the introduction of such services.

B. USAID agrees to provide AFSA with office furniture including safes, if require, from surplus supplies and other such furnishings and services as may be designated by mutual agreement.

C. Upon timely advance request by AFSA, USAID shall provide conference rooms at the Main State building, and at USAID facilities elsewhere, for the use of AFSA in its function and exclusive representative.

D. The following AFSA officers and staff members will be listed in the USAID services telephone directory (Section E), the alphabetical telephone directory (Section B), and the computerized telephone directory, subject to the Agency's timely receipt of the necessary information:

- President of AFSA
- AFSA Vice President for USAID
- Legal Counsel
- Staff Attorney
- Director for Member Services
- Grievance Counselors

E. USAID will provide a list of Foreign Service personnel. This listing will be alphabetical with grade and assignment. USAID agrees to provide a full listing on monthly basis.

F. USAID will provide on a monthly basis one copy of the Agency Direct Hire Employment Report including parts I and II.

G. USAID shall provide AFSA with a list of all Equal Employment Opportunity (EEO) staff on an annual basis by October 1 of each year. USAID shall also publish EEP counselor's names and their telephone numbers and office locations annually in Frontlines.

H. USAID shall provide AFSA with notice of charges in EEO staff personnel as such changes occur.

I. The services and facilities described in this Article shall be provided by USAID free of charge to AFSA.

SECTION 4. Inter-Office Mail and Distribution

A. AFSA may use the Agency's inter-office mail and distribution facilities on a reasonable basis to correspond with individual USAID bargaining unit members in Washington.

B. Inter-Office mailings shall be placed in envelopes and picked up at the AFSA office by the mail room messenger for distribution within the Agency.

SECTION 5. E-Mail

A. The Agency agrees to connect the computer terminal in the AFSA USAID Vice-President's office to the USAID E-Mail system. AFSA's use of the E-Mail system shall not be limited to the performance of its representational functions as exclusive representatives for the USAID Foreign Service bargaining unit under Chapters 10 and 11 of the Foreign Service Act.

B. The Agency agrees to connect the computer terminal needed for access to the E-Mail system.

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

D. Only the AFSA Vice President for USAID shall transmit messages on the terminal referred to in (A) above, except that said Vice President may authorize a personal assistant to transmit specific messages.

E. Except as may otherwise be provided herein, AFSA's use of the USAID E-Mail system shall be consistent with all regulations, policies and practices applicable to the USAID E-Mail system.

F. During the term of this agreement the E-Mail connection in the USAID Vice President's AFSA office shall continue so long as the Vice President is serving on 100 percent official time.

ARTICLE VIII

VOLUNTARY ALLOTMENT OF DUES

SECTION 1. Criteria

The Employer agrees to deduct AFSA dues from the pay of bargaining unit employees who voluntarily request such deductions.

SECTION 2. Standard Form 1187

Any employee desiring to have union dues deducted from pay must complete and sign the appropriate portions of Standard Form 1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues," hereinafter referred to as SF1187. Section A of the form will be completed and certified by the Treasurer or other designee(s), who will forward or deliver it to the Agency's labor relations office. The Agency's labor relations office will send the request to the payroll office. The deduction shall be effective the next full pay period following receipt by the payroll office of SF 1187.

SECTION 3. Changes in Dues Structure

An authorized AFSA official shall notify the Agency's labor relations office when the local dues structure changes. Workload permitting, the payroll office will make the changes the third full pay period following its receipt of the notice. The Agency will not change the union's dues withholding structure more than once in a twelve (12) month period.

SECTION 4: Bi-Weekly Deductions

Authorized deductions will be made from the bi-weekly pay of an employee who has requested such allotment. No deduction will be made from an employee's pay if there are insufficient earnings to cover the full amount of the allotment for dues.

SECTION 5. Bi-Weekly Listings

No service fee will be charged to an employee or AFSA in connection with the deduction. The Agency will transmit to AFSA a bi-weekly report listing the total dues deducted for each pay period, the names of the employees requesting deductions, and the amount deducted from each employee. The Agency also agrees to provide the names of employees for whom deductions have been discontinued, and the reasons why such deductions have been ceased.

SECTION 6. Revocation and Dues

An employee may revoke his/her allotment for union dues by submitting to the payroll office a Standard Form 1188, "Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Labor Organization Dues." (Other written notification of revocation is acceptable). An employee cannot terminate the collection of dues during the first year of allotment, unless the Union gives in writing its approval to discontinue the employee's dues.

SECTION 7. Automatic Termination

All deductions of Union dues provided for in this Article shall be automatically terminated in the event of loss of exclusive recognition or upon termination of the obligation to withhold dues under this Agreement. Any individual allotment for dues withholding shall be automatically terminated upon the separation or transfer of the employee from the unit or when an employee has been suspended or expelled from AFSA.

SECTION 8. Notification

AFSA will give prompt written notice to the Agency's labor relations office in the event an employee having union dues deducted ceases to be a member in good standing in order that the Agency may terminate his/her allotment for dues.

SECTION 9. Certifying Officer

AFSA will advise the Agency's labor relations office in writing of the identity of the officer(s) authorized to certify Section A of the SF 1187.

Section 10. Voluntary Agreement

Nothing in this article shall require any employee to become or remain a member of AFSA or to pay money to the organization except pursuant to a voluntary, written authorization by a member for payment of dues.

ARTICLE IX

EQUAL EMPLOYMENT OPPORTUNITY

The Agency and AFSA reaffirm their commitment to the policy of providing equal employment opportunities to all employees and to prohibit discrimination because of race, color, religion, sex, national origin, mental or physical handicap, age or marital status. The Agency will have a positive, continuing, result oriented program of affirmation action.

The Agency will provide to the Union copies of the annual equal employment opportunity and affirmative action report which it is required to submit to the Congress under Section 105 of the Foreign Service Act of 1980. The Agency will provide a copy of this report to the Union not later than 30 days after its submission to the Congress.

This agreement constitutes a collective bargaining agreement between the Agency for International Development and the American Foreign Service Association.

FOR USAID

_____ (sign) _____

_____ (sign) _____

_____ (sign) _____

FOR AFSA

_____ (sign) _____

Paragraph C. of section 5 (Official Time) was amended on February 25, 2009.