

Collective Bargaining Agreement

between

U. S. Department of Agriculture
Animal and Plant Health Inspection
Service (APHIS)

International Services (IS)

and

American Foreign Service Association
(AFSA)

2017 – 2020

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ARTICLE I

PARTIES TO THE AGREEMENT

This Agreement is entered into by the United States Department of Agriculture, Animal Plant and Health Inspection Service, International Services, hereinafter referred to as “the Agency,” “APHIS,” “Management,” or “Employer,” and the American Foreign Service Association, hereinafter referred to as “the Union,” or “AFSA,” and collectively referred to as “the Parties,” under the authority of the Foreign Service Act of 1980 (as amended), hereinafter referred to as “the Act.”

ARTICLE II

RECOGNITION AND UNIT DESIGNATION

SECTION II/1

The Agency recognizes the American Foreign Service Association as the exclusive representative of bargaining unit Employees as described in Section II/2 below.

SECTION II/2

The unit of recognition covered by this Agreement is that unit certified by the Federal Labor Relations Authority in Case No. WA-RP-12-0009 on November 30, 2012. The unit includes all professional employees employed by APHIS who are members of the Foreign Service. Excluded from the bargaining unit are all employees who are 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 insure that their functions are discharged honestly and with integrity under management and confidential employees described in 22 USC 4102(6) and (12) (Section 1002(6) and (12)) and 22 USC 4112 (1) and (2) (Section 1012 (1) and (2)) of the Foreign Service Act (“Act”).

SECTION II/3

The parties recognize that the following management positions are excluded from the bargaining unit consistent with exclusions defined in Section II/2 above:

- A. Deputy Administrator, IS
- B. Administrative Director, IS
- C. Associate Deputy Administrator for Action Programs
- D. Associate Deputy Administrator for International Business Services

A copy of the Federal Labor Relations Authority (FLRA) certification is found in Appendix 1.

ARTICLE III

DEFINITIONS

For the purposes of this agreement, the terms listed below are defined as follows. The definitions in this agreement shall be consistent with definitions of identical terms contained in the Act, Chapter 10, Labor-Management Relations, Section 1002, as amended, or other relevant provisions of law, as applicable, unless otherwise specified in this agreement.

ACT: the Foreign Service Act of 1980, as amended.

AFSA: The American Foreign Service Association, or Union.

AFSA/APHIS Designee at Post: shall mean AFSA/APHIS bargaining unit member at post overseas who has been elected by the AFSA members at post to serve as the AFSA post representative. It should be noted that the post representative may be from any of the six agencies represented by AFSA.

AFSA Designee: shall mean elected union official (AFSA/APHIS Representative) and/or AFSA/APHIS bargaining unit (BU) member assigned duties as needed resulting from either non-availability of elected officials, required expertise or workload.

AFSA/Union Official or AFSA representative: shall mean any AFSA official or representative or duly elected official and appointed representative of AFSA.

BOARD: means 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;

EMPLOYEE: A member of the Service who is a citizen of the United States, wherever serving, other than a management official, a confidential employee, a consular agent, or any individual who participates in a strike in violation of Title 5, United States Code; or

A former member of the Service described above whose employment was ceased because of an unfair labor practice under Section 1015 of the Act and who has not obtained any other regular or substantially equivalent employment as determined under regulations prescribed by the Foreign Service Labor Relations Board.

GRIEVANCE: 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 of which is otherwise a source of concern or dissatisfaction to the member.

IMPASSE: 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.

MANAGEMENT OFFICIAL: An individual 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 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 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 IV

PRECEDENCE OF LAWS, REGULATIONS, AND PAST PRACTICES

SECTION IV/I

In the administration of all matters covered by this Agreement, AFSA/FAS and the Agency are governed by the following:

- A. Existing and future laws;
- B. Government-wide rules and regulations in effect on the effective date of this Agreement;
- C. Department of Agriculture (USDA) rules and regulations in effect on the effective date of this Agreement. To the extent that the Department's published rules and regulations are in conflict with this Agreement, the provisions of the Agreement will govern;
- D. The Agency's rules and regulations in effect on the date of this Agreement. To the extent that Agency's published rules and regulations are in conflict with this Agreement, the provisions of the Agreement will govern;
- E. Government-wide, USDA, and Agency rules and regulations issued after the effective date of this Agreement that do not conflict with this Agreement; and
- F. Provisions of the Foreign Affairs Manual (FAM) that have not been superseded by this Agreement and to which the Agency is a party.

SECTION IV/II

This Agreement supersedes all past practices in conflict with this Agreement. Past practices not in conflict with this Agreement shall continue. The Agency recognizes its responsibility to promptly and timely notify AFSA/IS and to

negotiate, if requested by the Union, on any proposed change in Agency procedures, practices or changes in working conditions for employees in the bargaining unit prior to implementation.

ARTICLE V

DURATION AND RENEWAL OF AGREEMENT

SECTION V/1 – Duration and Renewal

This Agreement shall become effective on the date approved by the Agency Head or on the date on which the 30 day time limit for Agency Head review expires, whichever is earlier. It shall remain in effect for three (3) years from that date. Thereafter, the agreement shall be renewed for additional one (1) year periods dating from the last termination date, unless between one hundred five (105) and sixty (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 notice must be acknowledged by the other party promptly upon receipt. If such notice indicates an intention to amend, supplement or renegotiate the agreement, the agreement shall remain in full force and effect until such changes have been negotiated and approved.

SECTION V/2 – Amendments and Supplements

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

SECTION V/3

Amendments and supplemental agreements shall become effective on the date signed by the parties, subject to the approval of the Agreement by the Agency Head or on the date on which the 30 day time limit for Agency Head review expires, whichever comes earlier. The Secretary shall approve the agreement within 30 days after the date of the agreement unless the Secretary or designee finds in writing that the agreement is contrary to applicable law, rule, or regulation. They shall remain effective concurrent with the basic agreement.

ARTICLE VI

NEGOTIATIONS

SECTION VI/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 VI/2 – Notice to the Union

The parties agree that the Union shall be given the opportunity to negotiate with respect to changes in conditions of employment. The Agency shall provide to the Union notice of changes in conditions of employment proposed during the life of the agreement.

Notification may include a final date for the Union to request negotiations with respect to the changes.

In no case shall such final date be less than 15 calendar 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 such request within thirty (30) calendar days from the date of receipt of the notification. Nothing herein shall preclude the Parties, by mutual consent, from extending any time limits imposed under this Section.

If a request to clarify is received within fifteen (15) calendar days, management will respond within ten (10) calendar days. The Union will then have ten (10) calendar days from receipt of the clarification to present counter-proposals. If a request to negotiate or for further clarification is not submitted within this time frame, it shall be deemed to constitute acceptance of the change by the Union. Notification may include a final date of the Union to request negotiations. If a date is specified, the Union must respond within the specified period. If it does not respond absent mutual agreement to extend the time limit, the policy will be implemented.

SECTION VI/3 – Union Proposals

The Union shall inform the Agency of any proposed change in personnel policies, practices, or matters, whether established by regulation or otherwise, affecting working conditions. The Agency shall respond to such a proposal within fifteen (15) calendar days from receipt of the proposal.

The Agency is precluded, upon receipt of the Union's request to negotiate, 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 Foreign Service Labor Relations Board (FSLRB) resolves the issue of whether the obligation to

negotiate exists. When good faith negotiations do not result in agreement, either Party may request the Foreign Service Impasse Disputes Panel to consider the impasse or seek mediation of the matter. While the impasse is before the Panel or the mediator, neither Party will implement the proposed change except to the extent mutually agreed. Nothing in this Section precludes the Agency from taking such action as may be necessary to carry out the Agency's mission during emergencies.

SECTION VI/4

Nothing in this Section shall preclude the Parties by mutual consent from extending any time limits in writing imposed under the Article.

SECTION VI/5 – Mid-term Bargaining

Mid-term bargaining is defined as negotiations during the term of the basic agreement over Union proposed or Management initiated changes in conditions of employment not covered by the basic agreement. The Parties recognize the right of either Party to initiate mid-term bargaining.

SECTION VI/6 – Resolution of Implementation Dispute Agreed in Theory

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

ARTICLE VII

EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION VII/1 – Union Membership

- A. Each employee has 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. 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 Foreign Service Act of 1980, 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 the Congress, or other appropriate authorities; and

- (2) to engage in collective bargaining with respect to conditions of employment through representatives chosen by Employees as provided by law.
- B. No interference, restraint, coercion, discrimination or reprisal will be practiced by the Agency against an Employee for exercising any of the rights guaranteed by Chapter 10 of the Act or this Agreement or to discourage or encourage membership in a labor organization. Neither shall an Employee be disciplined or otherwise discriminated against by the Agency 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 abrogate any Employee right or require an Employee to become or to remain a member of a labor organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.
- 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 of reprisal.

SECTION VII/2 – Representation Rights – Formal Discussions/Weingarten Rights

An exclusive representative shall be given the opportunity to be represented at:

- A. 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
- B. 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.
- C. The Agency shall annually inform Employees of their Weingarten rights. In the Agency notice, the Employees shall be informed that AFSA is their exclusive representative.

- D. If the employee makes a request for union representation by asserting his or her Weingarten rights, the Employer or agent acting on behalf of the Employer 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 an AFSA representative or having no interview.
- E. An employee has the right to seek AFSA representation or advice at any point in the EEO, disciplinary or 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, as amended, or exercising grievance or appeal rights established by law, rule, or regulation.
- F. Employees covered by this Agreement may, without fear of penalty or reprisal, engage in the disclosure of non-classified and non-market sensitive information which the employee reasonably believes evidences a violation of law, rule, or regulation; or evidences mismanagement, a waste of funds, an abuse of authority, or a danger to health, morals or safety in accordance with applicable law and regulations.
- G. Employees shall have the right to conduct their private lives as they see fit, and to engage in outside activities and employment of their own choosing, in accordance with applicable law and Government-wide regulations.
- H. Copies of the rules, regulations, and policies under which employees are obligated to work will be available at each office having primary responsibility for the program to which the regulations apply and will be made available to employees and AFSA upon request for review or copying.
- I. Employee counseling, cautions on conduct, unacceptable performance, or verbal warnings will be conducted in a manner and setting that protects the employee's confidentiality.

- J. Employees have the right to use a reasonable amount of official time to meet with their Union representatives.

ARTICLE VIII

UNION RIGHTS AND REPRESENTATION

SECTION VIII/1 – Parties to the Agreement and Unit of Recognition and Bargaining Unit Coverage

- A. The Agency recognizes that AFSA has the exclusive right to represent all Employees in the unit with regard to matters affecting the conditions of employment.
- B. The parties to this Agreement are the U.S. Department of Agriculture, Animal and Plant Health Inspection Service, International Services, hereinafter known as the "Agency," "Employer," "APHIS," or "Management," and the American Foreign Service Association, hereinafter known as the "Union" or "AFSA." APHIS and AFSA shall be jointly referred to as the "Parties."
- C. The unit of recognition covered by this Agreement is that unit certified by the Foreign Service Labor Relations Board on November 30, 2012 in Case No. WA-RP-12-0009.
- D. APHIS recognizes AFSA as the sole and exclusive bargaining agent of all professional employees employed by the U.S. Department of Agriculture, Animal and Plant Health Inspection Service, who are members of the Foreign Service.
- E. Excluded from the bargaining unit are all management and confidential employees described in 22 U.S.C. 4102 (6) and (12); and all 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 insure that their functions are discharged honestly and with integrity, as described in 22 U.S.C. 4112 (1) and (2).

SECTION VIII/2 – Representation The Union is responsible for representing the interests of all Employees in the unit without discrimination and without regard for Union membership.

SECTION VIII/3 – Officers and Representatives

- A. The Agency agrees to recognize duly elected officers and other representatives of AFSA. AFSA will provide the Agency with a complete list of officers and representatives normally within 30 work days after each election of general officers and on a quarterly basis thereafter. The Agency further understands that these elected officers and representatives are elected to a two year term of office.
- B. The Employer, upon notification from AFSA, agrees to recognize the designation of an AFSA bargaining unit member as AFSA's designee at post. The Employer, upon notification from AFSA, agrees to recognize the designation of an AFSA designee at post for the purpose of representing an AFSA bargaining unit members. Upon receipt of notice from AFSA, the Deputy Administrator or his/her designee, will notify post management of the designation and authorization to deal with the named individual. All dealings between the designee and post management which impact AFSA bargaining unit members will be in compliance with this Agreement and any supplements thereto.
- C. AFSA shall be given the opportunity to be represented at any examination of a bargaining unit member by the Employer or an agent 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. The Employer shall notify the employee of his/her right to union representation at the beginning of any such meeting.
- D. AFSA has the right to represent an employee or group of employees at any formal discussions between one or more representatives of the Employer and one or more employees of the bargaining unit concerning a grievance, personnel practice or procedure or any other matter that could affect other bargaining unit members' general working conditions in the United States or abroad. AFSA does not require employee permission to be present at such discussions.
- E. When possible, AFSA will be given a minimum of 24 hours written notice of general meetings and formal discussions with bargaining unit members. AFSA recognizes that there may be circumstances that preclude such notice and, in those cases, the Employer agrees to give AFSA a reasonable amount of time to arrange for representation before proceeding with the

meeting. At its discretion, AFSA may designate up to two (2) representatives, including the AFSA/APHIS representative, to attend such meetings.

- F. The AFSA/APHIS Representative or his/her designee from the bargaining unit shall represent AFSA at formal meetings and will be granted reasonable official time to attend such meetings. The Parties agree that the use of technology (Teleconference, Video Conference, Skype, Live Meeting, etc.) will be utilized whenever possible to attend such meetings. Reasonable and necessary travel time may be granted to the union representative. The employer normally will not pay travel and/or per diem expenses related to such meetings, but may consider doing so in limited circumstances.
- G. The Employer shall provide AFSA notice and opportunity to be represented at all formal EEO complaint settlement discussions where the complainant is a bargaining unit member. When possible, AFSA will receive 48 hours' notice of all such settlement discussions.
- H. The Employer shall provide AFSA notice and opportunity to be represented at grievance settlement discussions.

SECTION VIII/4 Restraint

AFSA officials and representatives performing duties under this Agreement and applicable statutes will not be subject to restraint, coercion, reprisal, or discrimination as the result of performing such duties.

SECTION VIII/5 – 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:

- 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.
- D. This data will normally be transmitted to AFSA within 15 working days of the request. The Employer will notify the requesting AFSA/IS representative if the Agency will be unable to provide the requested information, or if additional time will be necessary to provide the requested information within 15 working days of the request.
- E. When making a request for information, the Union agrees to direct their request to APHIS Labor Relations and include the particularized need for the information, as follows:
 - (1) Why the union needs this information;
 - (2) How the union will use this information;
 - (3) How the use of this information relates to the Union's representational responsibilities; and

SECTION VIII/6 – Official time

- A. The Parties agree that Agency employees representing AFSA in the negotiations of a collective bargaining agreement or in union representational activities shall be authorized a reasonable amount of official time when the Employee would otherwise be in duty status. The Agency will so notify supervisors of Employees involved.
- B. AFSA officers will be allowed official time without loss of pay or leave to fulfill representational and bargaining obligations. Official time is not authorized for the conduct of internal union business or activities.
- C. Union officers and designated representatives must request official time from their supervisor and shall be granted the use of reasonable and necessary official time for purposes defined in section VIII/7 of this Article, unless the Union officer's or designee's absence will significantly interfere with the completion of the Employer's critical day-to-day operations or the performance of its overall mission.

- D. The Employer agrees to recognize duly elected officers and other designees from the bargaining unit of AFSA/APHIS. The Employer agrees that the AFSA/APHIS Representative will be afforded reasonable official time to fulfill his or her obligations.
- E. The Employer agrees to grant a reasonable amount of official time to Agency employees designated by AFSA to represent the union on its negotiating team. The number of AFSA bargaining team members receiving official time will be determined in the ground rules governing a specific negotiation. In the absence of ground rules, the number of AFSA bargaining team members eligible to receive official time will be limited to the number of members on the Employer's bargaining team. However, AFSA shall be permitted to have at least two (2) designees in any negotiations between AFSA/APHIS and the Employer.
- F. AFSA will provide the Employer with the name, title, duty location, and telephone number of the AFSA Representative within fifteen (15) work days after each general election of officers. AFSA will notify the Employer of changes between general elections within fifteen (15) work days.
- G. The Employer, upon notification from AFSA, agrees to recognize the designation of an AFSA bargaining unit member as the union designee. The Employer, upon notification from AFSA, agrees to recognize the designation of an AFSA designee at post for the purpose of representing an AFSA bargaining unit members. Upon receipt of notice from AFSA, the Deputy Administrator or their designee, will notify post management of the designation and authorization to deal with the named individual. All dealings between the designee and post management which impact AFSA bargaining unit members will be in compliance with this Agreement and any supplements thereto.

Section VIII/7- Purposes of Official Time

For the purpose of this Article, official time for representational activities is covered by section 1013 of the Act as amended, and shall include, but is not limited to:

- A. Representation at formal meetings, including grievances and appeals;
- B. Representation at investigatory meetings or interviews;
- C. Any meeting between AFSA and one or more representatives of the Employer that is initiated by either Party in order to informally resolve problems of concern to either Party;

- D. Participation in bargaining, mediation, impasse or negotiability proceedings;
- E. Participation in proceedings initiated by either Party in connection with the statutory or regulatory appeal proceedings 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 APHIS. This will be limited to not more than two (2) Union designees;
- G. Participation in a Labor/Management Council or Forum and any of its committees or subgroups;
- H. Preparation for, investigation of, and/or representation in 1 through 7 above; and/or,
- I. Reasonable and necessary time for AFSA bargaining unit members to carry out their responsibilities when serving as the designee at post.

SECTION VIII/8 - Internal Union Business

Time spent conducting AFSA's internal union business will 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 or notices; and/or
- F. Any activities pertaining to the internal management of the union.

SECTION VIII/9 - Requesting, Granting and Using Official Time

- A. The Employer, upon request properly received, will grant bargaining unit members serving on negotiating teams or as the designee at post a reasonable amount of official time to conduct their representational functions unless to do so will significantly interfere with the completion of

the Employer's critical day-to-day operations or the performance of its overall mission.

- B. AFSA recognizes its responsibility to ensure that its designees will not unduly absent themselves from their assigned work and that AFSA designees will make every effort to perform their representational functions on behalf of the bargaining unit in a proper and expeditious manner.
- C. The following procedures shall be followed when requesting the use of official time for these purposes:
 - (1.) The AFSA designee must request official time from his/her immediate supervisor, or in the absence of the immediate supervisor, the next higher level of supervision, at the earliest reasonable opportunity. It is the AFSA designee's responsibility to ensure that approval is obtained from the supervisor. The request shall be for a finite period, and be based on the AFSA designee's good faith estimate of the time required to perform the particular function. For telephone calls, no prior approval is required. Official time should normally be requested in writing.
 - (2.) In the event the AFSA designee requires additional time due to unforeseen circumstances, after approval has been given, the designee shall request an extension of that time, by telephone or other appropriate means. The request shall be made to the approving official, or in that person's absence, to the next higher level of supervision. The time extension shall be granted unless the AFSA designee's absence will significantly interfere with the completion of the Employer's critical day-to-day operations or the performance of its overall mission.
 - (3.) The Parties understand that unforeseen needs may develop precluding advance approval. For those instances when advance approval was not obtained, the AFSA designee will notify his/her immediate supervisor as soon as possible, of the time that was used and circumstances that precluded the designee and bargaining unit members from making proper advanced request. Additionally, AFSA designees will make a reasonable effort to ensure that bargaining unit members use proper procedures for obtaining approval of official time to engage in representational activities.
 - (4.) The AFSA designee will inform his/her immediate supervisor when the designee leaves the work site on representational activities. After completing the representational activity, the AFSA designee will inform his/her immediate supervisor of his/her return. It is the AFSA

designee's responsibility to document his/her official time used on his/her biweekly timesheet.

- D. In the event that an AFSA designee's request for official time is disapproved, in whole or in part, the Employer's decision-making official will notify the AFSA designee as soon as possible, in writing, so that the Union may select an alternative designee. The Employer will state the reason for the denial.
- E. In the event that an AFSA designee's request for official time is approved but the Employer delays the scheduling of the representational activity, any filing window under the control of the Employer will be extended for a time equal to the delay.
- F. In the event of disapproval or delay, the Employer shall either reschedule the representational activity or modify the representational deadline.
- G. Employees are entitled to a reasonable amount of official time to consult with Union designees on conditions of employment and to prepare for and attend meetings with the Employer regarding conditions of employment. Employees normally should request in writing supervisory approval to use official time in advance.
- H. In the event that an employee's request for official time is denied or delayed, the Employer may either agree to an alternate time to reschedule the representational events and/or modify the representational deadlines to enable the employee to adequately prepare and respond to the event or action that gave rise to the request for official time.
- I. AFSA elected representatives and bargaining unit members using official time are to record their use on their biweekly time sheets using the following codes:
 - (1.) Transaction Code 35: Any bargaining unit employee spending time on the clock preparing for and negotiating a term agreement (New agreement or re-opening). Including Chief spokesperson, note taker, member of union negotiating team.
 - (2.) Transaction Code 36: Any bargaining unit employee spending time on the clock preparing for and negotiating a "mid-term" agreement. Chief spokesperson, note taker, member of union negotiating team.

- (3.) Transaction Code 37: Any bargaining unit employee spending time on the clock representing the union, which does not fall within TA codes 35, 36 or 38, normally will be:
- a. USDA Forum meetings
 - b. IS Forum meetings and working groups
 - c. Working groups when acting for the union, i.e. Safety committee, uniform committee, training committees...
 - d. Formal discussions
 - e. Weingarten Meetings
 - f. Union sponsored training
 - g. Joint training (Such as FLRA training)
 - h. Consultation meetings
 - i. PDI briefings
- (4.) Transaction Code 38: Any bargaining unit employee spending time on the clock representing the union in grievance or arbitration proceedings, adverse action meetings, ADR meetings, ULP proceedings. Bargaining unit employees attending grievance meetings or representing themselves should also be using this code.

ARTICLE IX

MANAGEMENT RIGHTS AND RESPONSIBILITIES

SECTION IX/1 – Management Rights

Nothing in this agreement shall affect the authority of management officials of the Agency, in accordance with applicable law:

- A. to determine the mission, budget, organization, and internal security practices of the Agency, and the number of individuals in the Service or in the Agency;
- B. to hire, assign, direct, lay off, and retain individuals in the Service or in the Agency; to suspend, remove, or take other disciplinary action against such individuals; 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 prescribed regulations;

- C. to 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 Act;
- D. to assign work; to make determinations with respect to contracting out; and to determine the personnel by which the operations of the Agency shall be conducted;
- E. to fill positions from any appropriate source;
- F. to determine the need for uniform personnel policies and procedures among the foreign affairs agencies; and
- G. to take whatever actions may be necessary to carry out the mission of the Agency during emergencies.

SECTION IX/2 – Permissive and Mandatory Bargaining Authority

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

- A. at the election of the Agency, 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 of the Agency will observe in exercising any function under this section; or
- C. appropriate arrangements for Employees affected by the exercise of any function under that section by such management officials.

SECTION IX/3 – Management of a Labor Organization

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 X
HOUSEKEEPING

SECTION X/1 – Statement of Purpose

The Parties agree that the American Foreign Service Association by virtue of the responsibilities as the exclusive bargaining representative for a world-wide bargaining unit requires certain facilities and services to efficiently and promptly provide representation to its constituent members.

SECTION X/2 – Services and Facilities

The Agency will provide a list of FS personnel. This listing will be alphabetical with grade and include the post of assignment. The Agency agrees to provide a full listing on March 31st and on September 30th.

SECTION X/3 – Inter-Office Mail and Distribution

AFSA may use the Agency's inter-office mail and distribution facilities on a reasonable basis to correspond with:

- A. individual bargaining unit members of AFSA; and
- B. Agency officials on matters concerned with the administration of AFSA's role as exclusive representative. The Agency will not charge AFSA for this use of the inter-office mail and distribution service.

SECTION X/4 – Overseas Pouch System

AFSA may use the Agency'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 exclusive representative.

AFSA bargaining unit members at post may use the APO/FPO and/or pouch mail system, including registered mail, for matters arising under Chapters 10 and 11 of the Act.

SECTION X/5 – Telecommunications System

AFSA's access to the Agency's telecommunications system shall be confined exclusively to matters arising from the performance of its obligations as exclusive representative under Chapters 10 and 11 of the Act.

SECTION X/6 – Intra Net and E-mail

- A. The Agency agrees to provide AFSA access to the Agency’s Intra Net and unclassified e-mail system. The following conditions apply:
1. The Agency is providing AFSA e-mail access for representational purposes, such as communicating directly with employees on announcements of meetings, obtaining Employee input on issues between Management and AFSA, and to assist employees on grievance matters.
 2. The e-mail system shall not be used for internal union business, such as solicitation of members and/or dues deductions.
 3. AFSA acknowledges that its e-mail access will not be used to deal directly with management officials without the prior knowledge and approval of the Chief Labor Management Negotiator or his designate. Where the Labor Relations approves such direct contact, the Labor Relations shall receive copies of all exchanges.
- B. AFSA bargaining unit members will be given reasonable access to the Employer’s email system to provide input to AFSA/APHIS representatives on representational or grievance matters.
- C. AFSA assumes all responsibility related to the transmission, reproduction, and distribution of information by AFSA/APHIS via the Employer’s email system. AFSA agrees that its messages and communication materials shall not contain defamatory, scurrilous, or scandalous language or personal attacks on management officials, and shall satisfy accepted standards of business courtesy.
- D. AFSA’s use of the email system shall be consistent with all regulations, policies, and practices applicable to the system.

ARTICLE XI

VOLUNTARY ALLOTMENT OF DUES

Members of the bargaining unit are authorized to effect a voluntary allotment for the payment of dues to the Union subject to the provisions outlined in the Memorandum of Understanding between the American Foreign Service Association and the U. S. Department of Agriculture, Animal Plant Health

Inspection Service dated January 6, 2014. A copy of the Memorandum of Understanding is in Appendix 2.

ARTICLE XII

GRIEVANCES

SECTION XII/1 – Employee Grievances

Grievable issues are defined in 3 FAM 4400, the Foreign Service Grievance System. The process for filing a grievance is also detailed therein. An individual and/or the union may proceed with a formal grievance in accordance with 3 FAM 4400.

The Parties further agree that changes and amendments made to 3 FAM 4400 to which the agency is a party, during the term of this Agreement, will control the grievance process.

SECTION XII/2 – Implementation Dispute

Implementation Disputes are defined in 3 FAM 4470, Implementation Disputes. The process for filing an Implementation Dispute is also detailed therein. Either party to a collective bargaining agreement may file a dispute in accordance with 3 FAM 4470.

The Parties further agree that changes and amendments made to 3 FAM 4470 to which the agency is a party, during the term of this Agreement, will control the dispute process.

ARTICLE XIII

EQUAL EMPLOYMENT OPPORTUNITY

The Agency and AFSA affirm their commitment to the policy of providing equal employment opportunities to all employees and to prohibit discrimination in employment based on race, color, sex, national origin, religion, age, disability, reprisal for protected activity, genetic information, marital status, political affiliation, membership in an employee organization, parental status, military service, or other non-merit factor, and any other groups covered by law enforced by the Equal Employment Opportunity Commission.

ARTICLE XIV

UNFAIR LABOR PRACTICE


The Parties will attempt to resolve differences and disputes informally at the lowest level. Prior to filing an Unfair Labor Practice (ULP) charge with FLRA, the Parties will attempt to discuss the alleged violation of the law with the charged Party. Resolutions will be attempted. Sections 1015, 1016 and 1017 of the Foreign Service Act are the relevant provisions of law governing what constitutes a ULP, the standards of conduct and the procedures used for their resolution.

IN WITNESS WHEREOF, the undersigned adopt this Collective Bargaining Agreement on this 17th day of August, 2017

For International Services (IS):


Beverly J. Simmons
Deputy Administrator

For American Foreign Service
Administration (AFSA):


Zlatana Badrich
Senior Staff Attorney


Cheryl L. Blakely
Associate Deputy Administrator


John J. Hurley
AFSA Governing Board Representative

CERTIFICATE OF SERVICE

I hereby certify that a copy of the Agency Head Review was served on this day, September 12, 2017, to the following parties regarding the Collective Bargaining Agreement between APHIS, IS and AFSA:

Kevin A. Shea, Administrator
APHIS
Kevin.A.Shea@aphis.usda.gov via E-mail

Beverly J. Simmons, Deputy Administrator, IS, APHIS
Beverly.Simmons@aphis.usda.gov via E-mail

Cheryle L. Blakely, Associate Deputy Administrator, IS, APHIS
Cheryle.L.Blakely@aphis.usda.gov via E-mail

Bryan M. Knowles, Director, ELRD, OHRM
Bryan.Knowles@dm.usda.gov via E-mail

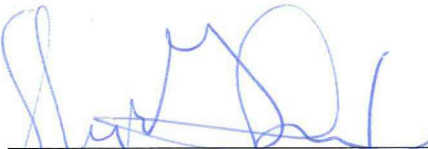
Robert J. Huttenlocker, Deputy Administrator
Marketing and Regulatory Programs Business Services, APHIS
Robert.J.Huttenlocker@aphis.usda.gov via E-mail

Ayanna M. Hook, Acting Human Resources Director, APHIS
Ayanna.M.Hook@aphis.usda.gov via E-mail

Robi A. Maple, Acting Branch Chief, Labor Relations, APHIS
Robi.A.Maple@aphis.usda.gov via E-mail

Zlatana Badrich, Senior Staff Attorney, AFSA
badrichz@state.gov via E-mail

John J. Hurley, Governing Board Representative, AFSA
John.J.Hurley@aphis.usda.gov via E-mail



Myron Greenhow, Labor Relations Specialist
USDA\DM\OHRM\ELRD
Jamie L. Whitten Building, Room 24-W
1400 Independence Avenue, SW, Mail Stop 9611
Washington, D.C. 20250
Phone: (202) 720-2809