

UNITED STATES OF AMERICA  
FEDERAL LABOR RELATIONS AUTHORITY  
WASHINGTON REGIONAL OFFICE  
1255 22nd Street, N.W., Suite 400  
Washington, D.C. 20037  
(202) 653-8500 FAX: (202) 653-5091

June 2, 1994

Francis X. Riley, Jr., Director  
Personnel Division  
Department of Agriculture  
Foreign Agricultural Service  
AG Box 1063  
14<sup>th</sup> and Independence Avenue, S.W.,  
Room 5627-S  
Washington, D.C. 20250-1000

Colleen Fallon, Staff Attorney  
American Foreign Service Association  
2101 E. Street, N.W. 20037  
Washington, DC

Re: Department of Agriculture  
Foreign Agricultural Service  
Case WA-RO-40033F

Dear Ms. Fallon and Mr. Riley:

Enclosed herewith for each of you is a copy of the Certification of Representative which I have issued in the above-referenced case.

Thank you for your cooperation and assistance in this matter.

Very truly yours,

/s/

H. Quinn Anderson  
Acting Regional Director

Enclosures: Certification of Representative

cc: Office of the General Counsel  
Federal Labor Relations Authority

Federal Mediation and  
Conciliation Service  
2100 K Street, N.W.  
Washington, DC 20427

F. Allen Harris, President  
American Foreign Service  
Association  
2101 E Street, N.W.  
Washington, DC 20037

UNITED STATES OF AMERICA  
FEDERAL LABOR RELATIONS AUTHORITY

DEPARTMENT OF AGRICULTURE  
FOREIGN AGRICULTURAL SERVICE  
(Agency/Activity)

and

AMERICAN FOREIGN SERVICE ASSOCIATION  
(Labor Organization/Petitioner)

Case No. WA-RO-40033F

CERTIFICATION OF REPRESENTATIVE

At election having been conducted in the above matter under the supervision of the undersigned Regional Director of the Federal Labor Relations Authority, in accordance with the provisions of Chapter 71 of Title 5 of the U.S.C., and in accordance with the Regulations of the Federal Labor Relations Authority; and it appearing that a majority of the valid ballots has been cast for a representative for purpose of exclusive recognition;

Pursuant to authority vested in the undersigned,

IT IS HEREBY CERTIFIED that

AMERICAN FOREIGN SERVICE ASSOCIATION

has been designated and selected by a majority of the employees of the above-named Activity or Agency, in the unit described below, and their representative for purpose of exclusive recognition, and that pursuant to Chapter t Chapter 71 of Title 5 of the U.S.C., the said organization is the exclusive representative of all the employees in such unit.

UNIT:

All Foreign Service employees employed by the Department of Agriculture, Foreign Agricultural Service Worldwide, but excluding all management officials, confidential employees and employees described in section 1012 (1) and (2) of the Foreign Service Act of 1980.

Federal Labor Relations Authority

/s/

H. Quinn Anderson

Acting Regional Director  
Washington Regional Office

Dated: \_\_\_\_\_ June 2, 1994 \_\_\_\_\_

September every year

TO: All FAS Employees

FROM: Labor Relations Specialist  
Human Resources Division

SUBJECT: Annual Notice of Right to Request Union Representation

The Civil Service Reform Act (CSRA) of 1978 and the Foreign Service Act (FSA) of 1980 give certain rights to employees who are represented by labor organizations. If you are a bargaining unit employee, you have the right to be accompanied by a union representative during an examination by a representative of the agency in connection with an investigation if:

- a. You reasonably believe that the examination may result in disciplinary action against you, and
- b. You request representation.

The CSRA and FSA require that a notice of the above right be provided to bargaining unit employees each year. In addition, the CSRA and FSA require that a recognized labor organization be given the opportunity to be present during any formal discussion between one or more representatives of the agency and one or more bargaining unit employees, if the discussion concerns any grievance, personnel policy or practice, or other general condition of employment.

The American Federation of State, County, and Municipal Employees, Local 3976, is the exclusive representative of Civil Service employees in the Washington, D.C., metropolitan area. The American Foreign Service Association is the exclusive representative of Foreign Service employees worldwide.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE U.S. DEPARTMENT OF AGRICULTURE  
AND  
THE AMERICAN FOREIGN SERVICE ASSOCIATION**

The parties to this memorandum, the American Foreign Service Association, herein after referred to as AFSA, and the U.S. Department of Agriculture, hereinafter referred to as USDA, enter into this agreement for the purpose of establishing a mutually beneficial dues withholding agreement.

1. This Memorandum of Understanding is subject to and governed by 5 USC 7115, by regulations issued by the Office of Personnel Management (5 CFR 550.301, 550.311, 550.312, 550.3321 and 550.322), and will be modified as necessary by any future amendments to said rules, regulations and law. Reference is also made to DPM 550, Subchapter 3 for procedural guidance.
2. The USDA will permit any employee of the USDA who is a member of AFSA and included within a bargaining unit for which AFSA has exclusive recognition to make a voluntary allotment for the payment of dues to AFSA. Such deductions shall begin after certification of AFSA by the Federal Labor Relations Authority, and upon request by the appropriate union official and shall be at no cost to AFSA. This Memorandum of Understanding shall be made part of every future framework agreement and shall be the only authorized method for obtaining dues withholding.
3. The employee shall obtain a SF-1187, "Request for Payroll Deductions for labor Organization Dues," from AFSA and shall file the completed SF-1187 with the designated AFSA representative. The employee shall be instructed by AFSA to complete the top portion and Part B of the form. No number shall appear in block 2 of the form except the employee's Social Security number.
4. The AFSA authorized official will certify on each SF-1187 that the employee is a member in good standing of AFSA; insert the amount to be withheld, and the appropriate Local number, and submit the completed SF-1187(s) and a covering memo to the Servicing Personnel Office (SPO) of the USDA Agency involved. The SPO shall certify the employee eligibility for dues withholding, insert the AFSA code (40) and, process the form(s) through the automated Payroll/Personnel Processing System. An employee's initial dues deduction will become effective the first full pay period after the receipt by the SPO of the employee's certified SF-1187 or as soon as practicable thereafter. After the processing the form(s), the SPO will promptly sign and note the effective pay period on the cover memo and return a copy to AFSA. When the SPO determines that a SF-1187 cannot be processed, the SPO shall promptly return the form to the Union, annotated with the reason for its return. In most cases, this annotation will be one word, such as "confidential" or "supervisor." Dues

deduction will not be made for an employee who does not receive compensation sufficient to cover the total amount of the allotment.

5. Deductions will be made each pay period and remittance will be made on the Department's pay day to the payee designated by the Union. A grace period of seven days will be permitted in unusual circumstances. The NFC shall also promptly forward to AFSA, a listing of dues withheld. The listing shall show the name of each member employee from whose pay dues were withheld, the employee's Social Security number, the amount withheld, the code of the employing agency, and the number of the Local to which each employee belongs. The listing will be in alphabetical order by the employee's last name. Each Local listing shall be summarized to show the total number of members for whom dues were withheld, the total number of dues withheld in each pay category, the total amount withheld, and amount due to the Local. The list will also include the name of each employee member for that Local who previously made an allotment for whom no deduction was made that pay period, whether due to leave without pay or other cause. Such employees shall be designated with and appropriate explanatory term.

6. In lieu of the listings provided for in Section 5 of this Memorandum of Understanding, USDA agrees to provide AFSA a computer diskette in a format to be agreed upon at such time as AFSA has the facilities to process diskettes. USDA will be given two (2) months notice to implement this change.

7. The amount of dues certified on the SF-1187 by the authorized Union official (see Section 4) shall be the amount of regular dues, exclusive of initiation fees, assessment, back dues, fines, and similar charges and fees. One standard amount for all employees or different amounts of dues for different employees may be specified. If there should be a change in the dues structure or amount, the authorized Union official shall notify the appropriate SPO. If the change is the same for all members of the Local, a blanket authorization may be used which includes only the Local number and the new amount of dues to be withheld. If the change involves a varying dues structure, then a revised rate schedule will be provided to the SPO. The SPO shall add the AFSA code (40) and promptly forward the certification to the NFC. The change shall be effected at the beginning of the first full pay period after the certification is received by the NFC which shall be no later than 30 days after the Union provides written notification to the SPO of the change in dues. Only one such change to the dues structure may be made in any 12 month period.

8. An employee may voluntarily revoke an allotment for the payment of dues by completing a SF-1188, "Cancellation of Payroll Deductions for Labor Organization Dues" or by memorandum in duplicate, and submitting it to the appropriate SPO. If the employee uses a written request, it must contain all the information required by the SF-1188. The SPO shall process the revocation effective as of the first full pay period after September 1 of each year provided that the revocation was received by the SPO on or before August 29 of each year, and provided the employee has had AFSA dues withheld for more than 1 year and certifies to

that fact. The SPO shall verify the information and forward to the designated Union official a copy of each revocation received as appropriate notification of the revocation.

9. The USDA will terminate an allotment:
  - (a) as of the beginning of the first full pay period following receipt of notice that exclusive recognition has been withdrawn;
  - (b) at the end of the pay period during which an employee member is separated or assigned to a position not included in an AFSA bargaining unit;
  - (c) at the end of the pay period during which the SPO received a notice from the AFSA that an employee member has ceased to be a member in good standing;
  - (d) annually during the first full pay period after September 1, after receipt of the employee member's written revocation of allotment (SF-1188 or memorandum in duplicate), provided that the revocation is received by the SPO on or before August 29, of each year, and provided the employee verifies that he/she has had AFSA dues withheld for more than one year.

10. The SPO and the employee members have a mutual responsibility to assure timely revocation of an employee's allotment for AFSA dues when the employee is promoted or assigned to a position not included in a bargaining unit represented by AFSA. If the dues allotments continue and the employee fails to notify his/her SPO, the retroactive recovery of dues withheld from AFSA shall not be made, nor shall a refund be made to the employee.

11. The parties to this agreement recognize that problems may occur in the administration of this agreement and the dues withholding program. The parties agree to exchange names, addresses, and telephone numbers of responsible officials and/or technicians of AFSA and USDA to facilitate resolution of problems. These individuals shall cooperate fully in an effort to resolve any issue relating to dues withholding under the terms of the Memorandum of Understanding. This does not constitute a waiver of any legal, regulatory, or contractual right. Grievances or other appeals concerning this Memorandum of Understanding will be filed with or against the parties at the level of recognition.

12. This Memorandum of Understanding shall remain in effect for as long as AFSA holds exclusive recognition in USDA, except that either party may propose amendments annually, before the anniversary date of the signing of this agreement.

13. The initial dues for the American Foreign Service Association will be withheld no later than 6 weeks from the date that this Memorandum of Understanding is signed. For any

other unit certified in USDA, initial dues will be withheld in accordance with Section 2.

Agreed to, signed at Washington, DC on July 20, 1994

Evelyn M. White /s/  
Director of Personnel  
Department of Agriculture

Susan Reardon /s/  
Executive Director  
American Foreign Service Association