



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between the American Foreign Service Association (“AFSA” or the “Union”), and the United States Department of Commerce, International Trade Administration, Global Markets (“GM” or “Agency”) collectively known as the Parties.

### TERMS OF UNDERSTANDING

1. The Parties agree that this MOU is for settlement purposes only. The terms and provisions of this MOU will not be construed as admissions of guilt or liability on the part of the Agency for any acts, omissions, allegations, claims, or charges which are the subject of the dispute referenced below.
2. The Parties agree that this MOU constitutes the complete and final settlement of the issues and allegations raised in the implementation dispute filed by the Union dated September 6, 2016. This MOU cannot be altered, modified, withdrawn, rescinded, or supplemented in any manner after the date upon which it is signed by the Parties, except by written agreement by the Parties.
3. The Agency agrees to the following, which is a statement of current policy relating to employee participation in the Job Search Program (“Program”):
  - a. Subject to budgetary approval, all FSOs are eligible to take the Foreign Service Institute’s retirement planning seminars. We recommend the 4-day course (RV101) for FSOs within 5-10 years of retirement, the 2-day mid-career course (RV105) for those 10-15 years from retirement, and the 1-day online course (RV106) for any FSO interested in learning about the specifics of the FSPS retirement plan. The FSO does not have to reside in the DC area in order to attend retirement training; those assigned overseas are eligible. OFSHC will cover only the tuition costs of those programs outlined *supra*. Any FSO assigned overseas must coordinate to take the training in conjunction with an official business trip or home leave period to the DC area. If this is arranged, *per diem* and M&IE will be authorized for the duration of the course, in accordance with relevant laws, regulations, and Agency policies. Spouses may attend and have their tuition paid by OFSHC, but travel, per diem and M&IE will not be authorized for any spouse.
  - b. The two-month Job Search Program (RV102) is recommended for all FSOs retiring from government service. However, a retirement agreement must be signed prior to the course start date and the FSO must agree to retire on the last official day of the training. If an FSO changes his/her mind about retirement and



chooses to remain in the Foreign Service after the course has started, they will be expected to reimburse ITA for the full cost of tuition (\$8,420.00, or whatever the cost of the training may be at the time it is taken). FSOs may also choose to take the course within the first year of separation from the service as long as they are enrolled prior to their official retirement date. Travel, per diem and M&IE statutes, regulations, and rules also apply as long as the FSO attends this training while still a government employee. If the employee chooses to take the program in the first year of retirement, no travel, per diem or M&IE will be authorized.

- c. In the event Management determines there are insufficient funds to conduct the retirement training program as outlined above, Management will give AFSA 30 day's written notice of said change.

4. The Union agrees that:

- a. Any otherwise eligible employees who were not permitted to participate in the Program due to the Agency's termination of the program, on the date that this MOU is executed or earlier, shall be permitted to participate in the program.
- b. The Union will formally withdraw, with prejudice, its September 6, 2016 dispute referenced above, upon execution of this MOU.
- c. The Union knowingly and voluntarily releases the Agency from all claims and remedies regarding the issues raised and their associated factual predicates identified in the dispute dated September 6, 2016.

5. The Parties agree that they have read this MOU, have comprehended its terms, are authorized to enter into this MOU, and have entered into this MOU voluntarily and of their own free will.

6. The Parties agree that this MOU may be executed by scanning or facsimile, and in counterparts. The Parties further agree that this MOU, consisting of two (2) pages shall be considered executed on the date that all Parties affix their signatures below, and that any completed scanned or faxed copy shall be deemed an original for evidentiary purposes and will be enforceable by the parties as an original.

7. This agreement will remain in effect for three years from the effective date. (See paragraph 8). The terms of this Agreement may be modified or amended at any time by the mutual agreement of the parties. In the absence of such agreement, either party may require negotiations regarding amendment or termination of this Agreement by giving written notice of its intent to the other party no earlier than 90 calendar days nor later than 60 calendar days prior to the termination date of the Agreement. If either party gives notice in accordance with this paragraph, or if a new Agreement is not completed, this Agreement shall be automatically renewed annually on the anniversary date.

8. The Parties understand that this MOU will have to undergo Agency Head Review. This agreement will not go into force and affect until Agency Head Review is completed, or until 30 days from the date it is fully executed. The parties agree to reconvene to discuss the contents of this agreement if any aspect of it is found to be unlawful under Agency Head Review.

**PARTIES TO THE MOU:**

**For the Agency:**

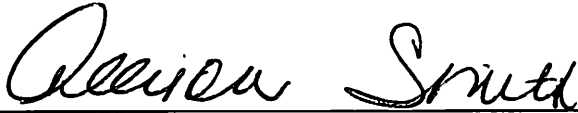


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Arun Kumar, Director General, Commercial Service

Date



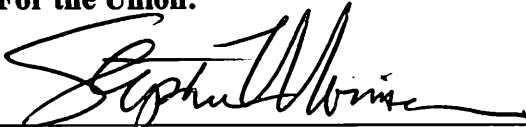
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Allison Smith, Acting Director, CSHC

Date

**For the Union:**



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Stephen Morrison, Vice President, FCS-AFSA

Date