

## **ARTICLE 8: OFFICIAL TIME AND UNION REPRESENTATIVES**

### **DEFINITIONS FOR THIS ARTICLE**

- 8.1 Official Time: The time expended by the Employer's bargaining unit members when in a duty status, without charge to leave of any kind and approved by the Employer, in carrying out a representational activity in accordance with this Article and section 1013 of the FS Act, as amended.
- 8.2 Reasonable Time: The time necessary to accomplish a labor relations task for which official time is requested, including a reasonable amount of time to travel to and from the task location.
- 8.3 Preparation Time: The time spent by the Union designee(s), witnesses, or the individual party(s) preparing for the activities described in sections 8.14 and 8.15 of this Article.
- 8.4 Participation Time: The time spent by the Union designee(s), witnesses, or the individual party(s) to the actions or activities described in sections 8.14 and 8.15 of this Article.
- 8.5 Internal Union Business: Internal Union business includes, but is not limited to, membership meetings, soliciting Union membership, collecting Union dues or assessments, campaigning for Union office, distributing or posting Union membership literature, notices, or authorization cards, and/or any activities pertaining to the internal management of the Union.
- 8.6 Designee: Elected union officials (AFSA/FAS Vice President and Representative) and/or AFSA/FAS bargaining unit member assigned duties as needed resulting from either non-availability of elected officials, required expertise, or work load.

### **PERMITTED USE OF OFFICIAL TIME**

- 8.7 Union designees shall request official time from their supervisor and shall be granted the use of reasonable and necessary official time for purposes defined in sections 8.14 and 8.15 of this Article, unless the Union 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.
- 8.8 Official time will not be granted for internal Union business.

## DESIGNATION OF UNION OFFICIALS FOR USE OF OFFICIAL TIME

- 8.9 The Employer agrees to recognize duly elected officers and other designees from the bargaining unit of AFSA/FAS. The Employer agrees that the AFSA/FAS Vice President shall be on 100 percent official time. AFSA/FAS agrees that its Vice President will be a Washington-based employee of the Employer.
- 8.10 FAS will review the continuing need for 100 percent official time by the AFSA/FAS Vice President in January prior to biannual AFSA board elections. Should FAS determine that a change should be made, FAS will notify in writing AFSA/FAS of the proposed change and the reasons for it. If requested, FAS agrees to negotiate over the proposed change.
- 8.11 The Employer agrees to grant official time to AFSA/FAS bargaining team members. The number of AFSA/FAS 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/FAS bargaining team members eligible to receive official time will be limited to the number of members on the Employer's bargaining team. However, AFSA/FAS shall be permitted to have at least two (2) designees in any negotiations between AFSA/FAS and the Employer.
- 8.12 AFSA/FAS will provide the Employer with the name, title, duty location, and telephone number of the AFSA/FAS Vice President and Representative within fifteen (15) work days after each general election of officers. AFSA/FAS will notify the Employer of changes between general elections within fifteen (15) work days.
- 8.13 The Employer, upon notification from AFSA/FAS, agrees to recognize the designation of an AFSA/FAS bargaining unit member as AFSA's designee at post. The Employer, upon notification from AFSA/FAS, agrees to recognize the designation of an AFSA designee at post to represent an AFSA/FAS bargaining unit member. Upon receipt of notice from AFSA/FAS, the Deputy Administrator/FAA 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/FAS bargaining unit members will be in compliance with this Agreement and any supplements thereto.

## PURPOSES FOR OFFICIAL TIME

- 8.14 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/FAS 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 FAS. This will be limited to not more than two (2) Union designees;
- g. Participation in a Labor/Management Council and any of its committees or subgroups.
- h. Preparation for, investigation of, and/or representation in a through g above; and/or,
- i. Reasonable and necessary time for AFSA/FAS bargaining unit members to carry out their responsibilities when serving as the designee at post.

#### REQUESTING, GRANTING, AND USING OFFICIAL TIME

- 8.15 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.
- 8.16 AFSA/FAS recognizes its responsibility to ensure that its designees will not unduly absent themselves from their assigned work and that AFSA/FAS designees will make every effort to perform their representational functions on behalf of the bargaining unit in a proper and expeditious manner.
- 8.17 The following procedures shall be followed when requesting the use of official time for the purposes set forth in sections 8.14 and 8.15 above:
  - a. The AFSA/FAS designee shall request official time from his/her supervisor at the earliest reasonable opportunity. The request shall be for a finite period,

based on the AFSA/FAS designee's good faith estimate of the time required to perform the particular function. For incoming and reasonable duration outgoing telephone calls, no prior approval is required. Official time may be requested by submitting the agency's standard leave form, "Request for Leave or Approved Absences" (SF-71) or by e-mail.

- b. AFSA/FAS designees shall request official time from their immediate supervisor, or in the absence of the immediate supervisor, to the next higher level of supervision. It is the designee's responsibility to ensure that approval is obtained from the supervisor. Approval will be granted unless work situations would demand otherwise.
- c. In the event the AFSA/FAS 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/FAS 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 Parties understand that unforeseen needs may arise precluding advance approval, such as telephone calls or visits to the AFSA/FAS designee's work site. AFSA/FAS 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.
- e. The AFSA/FAS designee will inform his/her immediate supervisor when the designee leaves the work site on representational activities. After completing the representational activity, the AFSA/FAS designee will inform his/her immediate supervisor of his/her return. It is the AFSA/FAS designee's responsibility to document his/her official time used on his/her biweekly time sheet.
- f. Requests for official time for purposes other than those enumerated in sections 8.14 and 8.15 above will be considered by the Employer and responded to in a timely manner. Such requests should be made by the designee to the Servicing Labor Relations Specialist.

#### AVAILABILITY OF OFFICIAL TIME IN CASE OF DISAPPROVAL

- 8.18 In the event that a AFSA/FAS designee's request for official time is disapproved, in whole or in part, the Employer's decision making official will notify the AFSA/FAS

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.

- 8.19 In the event that a AFSA/FAS 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.
- 8.20 In the event of disapproval or delay, the Employer will make every reasonable attempt to reschedule the representational activity or modify the representational deadline.

#### EMPLOYEES' RIGHT TO OFFICIAL TIME

- 8.21 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 shall obtain supervisory approval to use official time using the agency's standard leave form.
- 8.22 In the event that an employee's request for official time is denied, the Employer will, if possible, agree to an alternate time. Further, if a request for official time is denied, the Employer will make every effort to reschedule representational events and/or modify 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.

#### RECORD KEEPING

- 8.23 AFSA/FAS elected representatives and bargaining unit members using official time are to record its use on their biweekly time sheets using the following codes:
  - a. Code 35 - Basic, Renegotiation, or Open Negotiations
  - b. Code 36 - Mid-term Negotiations
  - c. Code 37 - Ongoing Labor-Management Relations
  - d. Code 38 - Grievances and Appeals
- 8.24 Official time for handling telephone calls related to representational activities will be summarized daily and placed on the biweekly time sheet using code 37.

#### TIME IN CLASS (TIC)/TIME IN SERVICE (TIS) EXTENSIONS

8.25 An individual serving as AFSA/FAS Vice President may be eligible to receive a TIC/TIS extension. An individual who is not reviewed by the Selection Boards will receive a one year TIC/TIS extension and the Boards will be informed of the individual's non-ratable status. An individual who is reviewed by the Selection Boards will not receive a TIC/TIS extension for any time covered by the performance rating period for which the individual is reviewed. Other parameters governing this provision are as follows:

- a. An individual who has held the AFSA/FAS Vice Presidency for less than 180 calendar days during a performance rating period will be reviewed by the Selection Boards for that period, unless the individual is deemed non-ratable for other reasons (e.g., LWOP).
- b. An individual who has held the AFSA/FAS Vice Presidency for 180 calendar days or more during a performance rating period will not be reviewed by the Selection Boards for that period, unless the individual so requests.
- c. The incumbent at the time this contract is ratified may choose to be grandfathered under the terms of the previous contract for his/her entire incumbency, or to be covered under the terms of this contract for the entire incumbency, but may not be covered by both. If the incumbent chooses to be covered under the terms of this contract and was required to be reviewed by a Selection Board under the previous contract during the incumbency, s/he will be considered as not having been reviewed for the purposes of section 8.25 above.