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**CONTRACT**

between

**AMERICAN CENTER FOR INTERNATIONAL  
LABOR SOLIDARITY**

and

**WASHINGTON-BALTIMORE NEWSPAPER GUILD**

**September 26, 2005 through September 25, 2006**

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## **PREAMBLE**

This Agreement is made effective this the twenty sixth day of September, 2002, between the American Center for International Labor Solidarity (hereinafter referred to as "Employer" or "Solidarity Center"), and the Washington-Baltimore Newspaper Guild chartered by The Newspaper Guild-Communications Workers of America as Local #32035, (hereinafter referred to as "Union" or "Guild") for itself and then on behalf of all the employees described in Article I.

## **ARTICLE I - COVERAGE**

1. The Employer recognizes the Union as the exclusive bargaining agent for all U.S. expatriate personnel (U.S. citizens and U.S. residents hired by Solidarity Center headquarters) and third country nationals hired by Solidarity Center headquarters for an overseas assignment on behalf of the Employer who establish a domicile in a foreign country for the duration of the assignment, who perform the kind of work normally performed within the bargaining unit, except supervisors as defined, by analogy, by the National Labor Relations Act.
2. Employees covered by this Agreement may have lead person responsibilities, as defined, by analogy, under the National Labor Relations Act, but shall not have the authority to exercise supervisory duties as defined, by analogy, by the National Labor Relations Act.
3. Management and non-bargaining unit employees shall not perform bargaining unit work except to the extent historically performed or as permitted by the terms of the Agreement.

## **ARTICLE II - UNION SECURITY**

1. It shall be a condition of employment that all employees covered by this Agreement who are members of the Guild in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall become and remain members in good standing in the Guild. The foregoing provisions shall be effective in accordance and consistent with applicable provisions of federal and state laws. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or after the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Guild.

2. The Guild agrees that it will admit to and retain in membership any such employee subject to the provisions of the Constitution of the Newspaper Guild-CWA and the by-laws of the Washington-Baltimore Newspaper Guild.

3. The Employer shall, in compliance with all applicable law, deduct from each bi-weekly salary check of each employee, and shall pay to the Guild not later than the tenth (10th) day of the following month, all dues and assessments levied by the Guild for the current month.

4. The Employer agrees to supply the Guild once each year with a salary list of all employees covered by the Guild bargaining unit, showing name, address, sex, minority group when known, date of birth, date of hiring, job title, pay grade, and pay step. The Employer further agrees to supply to the Guild once each month a list of the employees in the unit who are added to and deleted from the payroll and any changes in the job classifications or salaries.

5. There shall be no interference or attempt to interfere with the operation of the Guild in the performance of its duties as the bargaining agent for the employees covered by this Agreement. Regional Shop Stewards and the Chief Shop Steward shall be granted reasonable work time with pay to administer the contract so long as such work does not interfere with implementation or management of the grant(s). All work time spent on Guild business shall be recorded on the steward's time sheet under "administration" (ICR). Regional Shop Stewards and the Chief Shop Steward shall be granted reasonable use of telephone, e mail, fax, or any other communication facilities of the Solidarity Center in respect to the field offices so long as such use is in accordance with Appendix A.

6. Subject to work needs and availability of space, Guild meetings may be held and attended during working hours on the Employer's premises in field offices and at headquarters, provided such meetings are reasonable in frequency and duration. The Guild will give the Employer reasonable notice of such meetings.

7. The Employer shall provide for payroll deductions for COPE on behalf of employees who authorize such deductions in writing.

8. The Employer shall provide information in response to reasonable requests from the Guild.

### **ARTICLE III – SENIORITY**

1. When seniority is referred to in this Agreement, it shall include all continuous service with the Solidarity Center or any of the former Institutes.

2. The parties recognize the importance of seniority.

## ARTICLE IV - JOB SECURITY

1. The Employer shall have the unlimited right to discharge a new employee who has not completed a probationary period of ninety (90) working days.
2. Employees who have completed their probationary period shall not be subject to discharge except for just cause.
3. The Guild and the Chief Steward shall be notified in writing, simultaneously with the employee, of any discharge.
4. (a) If the employer terminates an employee for any reason after the employee is posted abroad or if an employee voluntarily resigns after completing at least eighteen (18) months overseas, the employer shall repatriate the employee and his/her dependents to their home of record in accordance with Solidarity Center policies provided that the employee and the dependents return to the United States by the reasonable date determined by the employer. Such employee shall remain on the payroll for any debriefing period required by the employer upon the employees return to the United States. If the employee wishes to relocate to a location other than the home of record, the employer shall pay for the cost of relocation not to exceed the cost of repatriation to the home of record. If instead, the employee prefers to defer repatriation to the home of record or relocation, the employer shall repatriate or relocate the employee and dependents and ship household effects up to one (1) year after termination unless the end date of the grant requires earlier repatriation or relocation and shipment of household effects.  
  
(b) If an employee fails to leave his/her overseas post by the date determined by the Employer, the employee shall be removed from payroll.  
  
(c) If an employee timely returns to the United States but fails to report as scheduled for debriefing, he/she shall be removed from payroll.  
  
(d) If for any reason an employee voluntarily resigns before completing at least eighteen (18) months overseas, the employee will bear the cost of return transportation for unaccompanied baggage, household effects and personal property.
5. The Employer and the Guild shall work together to ensure that job descriptions accurately describe the jobs.
6. Workload, staffing levels and personal and family stress shall be discussed in the Labor-Management Committee.
7. The Employer agrees to remove from each employee's personnel file-warning notices or disciplinary entries for which there has been no reoccurrence for

one (1) year. Any notice or entry so removed shall not be used as the basis for any future discipline and shall not be utilized against the employee at any grievance or arbitration proceeding.

8. If an SCFSA member's post is expected or scheduled to end within six (6) months, such member shall be eligible to bid on any posted positions and his/her application(s) shall receive full consideration in accordance with Article V. If the qualifications and experience of two (2) applicants are relatively equal, preference will be given to the employee whose post is ending, subject to operational, contractual and programmatic considerations. In the event that no other member applies for the position(s), the employee whose post is expected or scheduled to end within six (6) months shall be selected for and offered the assignment(s) in accordance with Article V and subject to operational, contractual and programmatic considerations.

### **ARTICLE V - FILLING OF VACANCIES**

1. The Guild shall be notified of all vacancies covered by this Agreement. The term "vacancy" includes an opening in an existing position under this Agreement or an opening resulting from the creation of a new position under this Agreement. The Employer recognizes the importance of seniority and desirability of filling vacancies by promotion or transfer. The Employer shall provide fair consideration to unit applicants prior to interviewing outside candidates.

2. Within fifteen (15) working days of a position's becoming vacant, the Employer shall post the vacancy by email consistent with the provisions of this Article and will notify the Guild of the Employer's intentions as to the filling, leaving vacant, abolishment, or reclassification of the vacant position. In the latter event, the Employer shall discuss with the Guild upon request.

3. (a) The vacancy shall be posted by email and filled at the salary and grade level specified in the contract for the position. In the case of a new job classification, the Employer and the Guild shall try to reach agreement on the salary and grade level. If no agreement is reached, the Employer has the right to post the position at the salary and grade level it deems appropriate, and the Guild has the right to grieve and arbitrate the salary and grade level.

(b) The employee shall have fifteen (15) working days from the date of the posting email to apply for the vacancy. The Employer shall not advertise to non-bargaining unit applicants within this fifteen (15) working day posting period without prior agreement with the Guild. However, the Employer shall notify all Solidarity Center staff of any Guild unit vacancy.

4. Postings for vacancies shall be written by the Employer and shall specify the minimum qualifications (e.g., experience, education, and skills). The parties recognize that some positions may require special skills and qualifications. Those skills and qualifications shall be directly linked to the successful performance of the job.

5. When qualifications and experience are relatively equal, the senior bidder shall be awarded the position.

6. The Employer shall attempt to interview Guild applicants within three (3) weeks after the close of each posting period. Thereafter, the Employer shall inform the Guild at regular intervals of two (2) weeks of the status of efforts to fill the posted position.

## **ARTICLE VI - LAYOFF**

1. The Employer agrees to provide immediate notification to the Union when there is reason to believe that a reduction in force affecting members of the Union may be necessary as a result of a loss of funding or a reconfiguration of personnel. The Employer further agrees to maintain consultation with the representatives of the Guild regarding negotiations with funding sources that may result in a reduction in force affecting members of the Union.

2. In the event of a layoff affecting employees within the bargaining unit, except where a program is being discontinued or funding for a particular position ends, the Employer shall make layoffs in the identified field office(s) in the inverse seniority order of the employees in the office(s) provided that the remaining more senior employees have the ability and qualifications required to perform the work.

3. The Employer may assign an employee identified for layoff to an available comparable position, provided the employee has the skills and qualifications necessary to perform the work.

4. Except in the case of a funding rescission, the Employer shall begin the process by consulting with the Guild three (3) weeks in advance of notice to the affected employees. Such consultation shall include providing the Guild with the following:

(a) Identifying the field offices in which reductions will occur.

(b) Identifying the names of those persons who the Employer intends to lay off.

(c) Identifying any comparable positions into which employees targeted for layoff may be assigned. If the parties are unable to agree, employees

may be offered the position that the Employer has determined are comparable.

5. The Employer after such consultation shall, except in the case of a funding rescission, provide as much notice as possible, but no less than an additional four (4) week's notice to the affected employees, or, at the Employer's option, provide pay in lieu of some or all of the notice.

6. Severance

(a) The Employer shall provide an employee who actually is laid off with severance pay of one and one half (1 ½) weeks' pay per year for the first seven (7) years of service or major fraction thereof, and one (1) weeks pay for each year or major fraction thereof for years eight (8) and beyond.

(b) A laid-off employee has the right under COBRA to purchase continuation of health care coverage. The Employer shall pay the COBRA premiums for the first three (3) months after the date of layoff. If the employee does not obtain health insurance in the first three (3) months after the date of layoff, the Employer shall pay up to an additional three (3) months of COBRA premiums.

7. Recall: Each employee shall be maintained on a recall list for twenty-four (24) months. During that period, the employee shall keep the Employer advised of his/her current address.

(a) Before posting a vacant position the Employer shall offer the position to the most senior person on the recall list who is in the same classification or higher who has the ability and qualifications necessary to perform the job satisfactorily.

(b) The recall offer shall be made by certified mail to the last address the employee has provided to the Employer. A copy shall be provided to the Union.

(c) Recall rights shall be relinquished if the employee does not accept the comparable position offered within two (2) weeks after receipt of the offer and return to work within two (2) weeks after accepting the position offered, without a reasonable excuse acceptable to the Employer.

(d) Employees shall be recalled at the rate of pay for the position to which recalled. However, if an employee refuses recall to a position in a classification lower than the position from which the employee was laid off, the employee shall not be removed from the recall list.

- (e) If an employee is recalled, he/she shall be credited with any accumulated sick leave on the books at the time of layoff.
- 8. Time spent on a recall list by a laid off employee shall not constitute a break in service or continuity of seniority. No seniority shall be earned while on layoff.
- 9. If a laid off employee receives severance pay under section 6 of this Article and is recalled, in the event of a future layoff the employee's seniority date for purposes of calculating severance pay under section 6 shall be the date the employee returns to work upon recall.
- 10. If a laid off employee receives severance pay under section 6(a) of this Article and is recalled during the period for which he or she has received severance pay, the wages paid for the remainder of the severance pay period shall be reduced by the amount of severance pay received for that same period.

## **ARTICLE VII - GRIEVANCE PROCEDURE**

- 1. All grievances arising under the terms of this Agreement shall be handled originally at the level at which they occur. Grievances shall be filed in writing within forty-five (45) days after the occurrence or within forty-five (45) days after the grievant becomes aware of the occurrence or, in the exercise of due diligence, should have become aware of the occurrence. Otherwise, they shall not be considered grievances. Grievances shall be handled as set forth below.
- 2. Step One: There shall be a meeting or telephone conference call, between a Guild steward, the grievant and the immediate supervisor or designee within thirty (30) days of the receipt of the written grievance. The immediate supervisor or designee shall respond in writing within thirty (30) days of this meeting; failure to do so shall entitle the Guild to take the grievance to the next step. If the grievance is not resolved to the satisfaction of the Guild during this thirty (30) day period, the Guild shall have no more than thirty (30) days following the receipt of the written denial in which to refer the grievance to the next step in the grievance procedure by written notice to the Regional Program Director.
- 3. When, in the judgment of the immediate supervisor or designee, the grievance relates to a global rather than regional issue, the immediate supervisor or designee shall refer the matter in writing to the Executive Director or designee within ten (10) days of meeting with the grievant and steward. Simultaneously, the immediate supervisor or designee shall give written notice to the grievant and steward that such referral has been made. That notification shall satisfy the Step One obligation of response. If settlement is not reached at this Step, then a grievance which is appealed in a timely manner shall be handled as set forth below.

4. In the event that the immediate supervisor or designee is the Executive Director, Step One shall serve in lieu of Step Two.

5. Step Two: The Guild Unit Chairperson or designee, the grievant, and the Executive Director or designee shall meet or conference call on any grievance referred to this Step within thirty (30) days of referral. If the grievance is not resolved, the Employer shall respond in writing within forty-five (45) days following this meeting; failure to do so shall affirm on behalf of the Guild without prejudice to the Employer.

6. Any matter involving the interpretation, application, administration or alleged violation of this Agreement (except renewal of this Agreement), including a question of whether or not a matter is arbitrable, not satisfactorily settled within thirty (30) days of its submission to Step Two may be submitted to final and binding arbitration by either party within forty-five (45) days of the submission to Step Two. The parties shall mutually agree to name no more than three (3) professional arbitrators to serve as the arbitration panel under this Agreement. Any disputes that are submitted to arbitration will be submitted to a member of the panel. To the extent feasible, disputes will be rotated equally among the members of the panel. Either party may remove a member of the panel at any time, except when a grievance is pending before that member; if a member of the panel is removed, the parties shall mutually agree on a replacement. If mutual agreement cannot be reached at any time on the makeup of the panel, then the regular American Arbitration Association rules and procedures for selection of an arbitrator shall apply. The cost of the arbitrator and any meeting room cost shall be borne equally by the parties. Each side shall bear its own travel and other costs.

7. In cases of discharge arbitrations, if the arbitrator reinstates the grievant, the Employer shall reimburse all of the grievant's transportation expenses.

8. Failure to file a grievance in a timely fashion in one instance shall not preclude filing on a similar issue which occurs subsequently.

9. The term "grievant" shall be considered to include any individual staff member, a group of staff members or the Guild.

10. The time limits set forth in this Article may be extended by mutual agreement between the Employer and the Guild.

11. The terms "meeting" and "meet" refer to communication by telephone conference call, or, upon agreement of the parties, to a face-to-face meeting.

## ARTICLE VIII - HOURS

1. The minimum workweek for employees shall be five (5) days of thirty-five (35) hours, the minimum workday shall be seven (7) hours exclusive of a meal break. The workdays and the standard business hours shall be in accordance with the business practices of the host country.
2. It is understood that employees perform duties that often require lengthy and irregular hours and travel. Employees are not eligible for overtime. In recognition of their lengthy and irregular hours and travel, permanent employees shall receive two (2) days of compensatory leave each calendar quarter, to be taken in the calendar year in which earned with appropriate notice to their supervisor. These compensatory leave days shall be prorated for employees who in a calendar year are actively employed less than a full year. At the end of the calendar year, employees may cash out up to three (3) unused compensatory leave days. Compensatory leave days shall not be carried over from year to year.
3. It is the policy of the Employer to follow the guidelines set by the applicable local office government with respect to closing, reporting, and departure times in the event of inclement weather.
4. The Employer recognizes the need of all employees to balance work and family obligations, and agrees to make efforts to minimize hardships created by short-notice out-of-town assignments. Assignments will be discussed with the employee as far in advance as possible.

## ARTICLE IX - CLASSIFICATION AND SALARY SCHEDULE

<u>Classification</u>	<u>&lt;Two (2) Years</u>	<u>&gt;Two (2) Years</u>
Country Program Director	\$73,544	\$79,848 <sup>1</sup>
Field Health Specialist	\$72,493	\$78,797
Deputy Field Representative	\$68,986	\$73,319
Field Program Specialist	\$57,784	\$64,008

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<sup>1</sup> This rate shall be no less than the rate of the Senior Program Officer (Grade IV) in the OPEIU agreement (48 month step).

Field Technical Assistant II	\$50,000	\$54,000
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Field Technical Assistant I	\$46,000	\$48,000
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<u>Year-End Differential</u>	One week's pay
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<u>Hazardous Duty Pay</u>	Per USDOS regulations
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<u>Ten-Year Service Differential</u>	\$1,000
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On January 1, 2006, each employee on the payroll as of September 26, 2005 shall receive payment of two thousand five hundred dollars (\$2,500) minus applicable deductions.

### ARTICLE X - VACATIONS

1. Employees shall be entitled to paid vacation leave. Vacation leave shall be made available six (6) months after the employee's date of hire and thereafter on each anniversary date. Employees shall accrue vacation on a monthly basis. Vacation leave shall be provided according to the following schedule:

- |     |                           |                              |
|-----|---------------------------|------------------------------|
| (a) | After (6) months          | six (6) working days         |
| (b) | On and after one (1) year | thirteen (13) working days   |
| (c) | After three (3) years     | twenty (20) working days     |
| (d) | After seven (7) years     | twenty-two (22) working days |
| (e) | After fifteen (15) years  | twenty-six (26) working days |

Employees hired with five (5) years or more of similar work experience at an equivalent level to the position into which they are being hired shall have a starting annual leave accrual of twenty (20) days a year with the approval of the Executive Director.

2. Unused vacation leave may be accumulated from year to year, but no more than eight (8) weeks of vacation leave may be carried forward into a new calendar year. Upon termination of employment, no more than six (6) weeks of accrued but unused vacation leave can be cashed out.

3. Vacation leave shall be agreed upon by prior mutual consent.
4. Vacation leave cannot be used within thirty (30) work days of an employee's voluntary separation from employment except by mutual agreement.
5. The Employer shall advance an employee up to the amount of vacation that the employee would accrue during the year. If an employee terminates his/her employment with less than five (5) years of service or is discharged prior to accruing the vacation time, the employee shall reimburse the Employer for the unaccrued vacation used.
6. Employees terminating with five (5) years or more of service will receive their full vacation leave for the year in which they terminate.
7. After serving one (1) year abroad and agreeing to serve another two (2) year assignment, employees may take home leave of up to four (4) weeks once every two (2) years, and may use any combination of paid home leave, annual leave, compensatory time or leave without pay. Each employee shall be entitled to eight (8) days of paid home leave once every two (2) years. In addition, employees may take a reasonable amount of travel time directly to their home of record up to a maximum of forty-eight (48) hours in each travel direction. Without approval of the Executive Director, home leave may not be taken at intervals of less than eighteen (18) months.
8. For home leave, airfare shall be provided to the employee's residence of record and return for the employee and authorized accompanying dependents.

## **ARTICLE XI-HOLIDAYS**

1. The Employer shall allow time off with pay for holidays posted by the U.S. embassy in the host country.
2. If an employee is unable to take the scheduled holiday he/she may use it within thirty (30) days.
3. Employees shall be given three (3) floating holidays at the beginning of the calendar year for use during that year. Floating holidays must be taken in whole day increments.

## ARTICLE XII - GROUP INSURANCE AND RETIREMENT

1. The Employer agrees at its expense, all employees, domestic partners as defined in Attachment B, and that dependents shall be fully covered by group medical, surgical, major medical, dental and eye insurance. Coverage shall be 80/20 in the United States and 90/10 abroad.

2. For permanent employees, domestic partners as defined in Attachment B and dependents, the annual maximum for dental coverage is \$3,000 (80% of \$3,750) the maximum lifetime orthodontia benefit is \$3,500 per participant, and the vision reimbursement is \$300.00 biennially. On the off year the employer will cover up to \$150.00.

3. There shall be a joint Solidarity Center/OPEIU/Guild committee to study and make recommendations on all components of the health care medical benefits, the implementation of a formulary for prescription drugs, TMJ coverage, dental, vision, and hearing benefits. Recommendations are subject to agreement by each union and shall be made to the appropriate labor-management committees no later than September 1, 2003.

4. Prescription drug plan:

Co-Pay \$15  
Generic co-pay \$1  
Mail order generics \$0  
Mail order brand names \$15 for 3 months supply

Employees may purchase a 12-month supply by prearrangement.

5. The Employer and the Guild are participating in the establishment of a Health Reimbursement Arrangement (HRA), as permitted by the Internal Revenue Service, to provide reimbursement of retiree health expenses as provided for and in accordance with HRA governing documents. The Employer agrees that effective the first month in which the HRA begins accepting Employer contributions, the Employer will contribute fifty dollars (\$50) per quarter for each eligible bargaining unit employee who has completed at least one (1) year of service with the Employer.

6. The Employer shall provide life insurance for those employees covered by this Agreement in an amount equal to the employee's annual salary. Employees shall have the option of purchasing supplemental life insurance in \$10,000.00 increments up to \$300,000.00. In consultation with the Guild, the Employer shall offer group term life insurance to employees, who may elect to pay for it through payroll deduction. Accidental death and dismemberment is based on annual salary up to a maximum of \$100,000.00.

7. The Employer shall provide long-term disability insurance for those employees covered by this Agreement. The amount of insurance shall be no less than 60% of the employee's monthly earnings not to exceed the maximum monthly benefit of \$5,000.00.
8. No changes in the benefits under any such policies shall be made during the life of this Agreement without the express consent of the Guild.
9. The Solidarity Center shall contribute 17.4% of the employee's salary to a 401(k) Plan. Employees shall be eligible to participate immediately and shall be 100% vested at the end of the probationary period. Employees shall also be eligible to contribute on a pre-tax basis up to the maximum allowed by law.
10. The Guild shall have two (2) trustees for the 401(k) Plan.
11. The Employer shall continue to provide an emergency and medical evacuation assistance program (insurance) for medical evacuations, political, and other emergencies for employees and their authorized dependents. The Labor-Management Committee shall review the current provider and policy and make recommendations. The Committee shall review options for non-routine medical matters of a serious nature.

### **ARTICLE XIII - SICK LEAVE**

1. Employees shall be entitled to thirteen (13) working days of sick leave with pay each year. The full number of sick leave days is available at the beginning of the calendar year for all employees. Employees shall be allowed to use sick leave to care for an immediate family member or person with whom the employee immediately beforehand shared a residence and had maintained a committed relationship for at least (6) months.
2. Sick leave may be accumulated and carried over from year to year.
3. Any employee claiming to be physically or mentally unable to work for any period greater than ten (10) consecutive working days may be requested by the Employer to supply a certificate from his/her attending physician or dentist that the employee is medically unable to work. The Employer or employee may require an examination by a second doctor. If there is disagreement between the first and second doctors, a third examination shall be conducted. The cost of the second and third examinations shall be borne by the Employer.
4. Employees may donate up to fifteen (15) sick leave days or any amount of vacation leave per year, on a voluntary basis, to a co-worker who, due to a

catastrophic personal illness, has expended all of his/her accrued leave. An employee eligible for long-term disability may only receive leave donations up to the end of the waiting period for long-term disability. Employees may receive up to twenty (20) sick leave days or any amount of vacation for a family illness (spouse, a person with whom the employee immediately beforehand shared a residence and had maintained a committed relationship for at least (6) months, a parent, child, or a relative living in the employee's household for whom the employee is responsible). In order to be eligible for leave donation, the employee must have exhausted all accrued leave. Notice of such donations must be in writing to the Finance Director.

5. If the Employer has a reasonable basis for questioning the physical or mental fitness of an employee to work, the employee may be required to be examined by a doctor chosen by the Employer. The cost of the examination shall be borne by the Employer. If the employee obtains a second doctor's opinion and there is disagreement between the first and second doctors, a third examination shall be conducted. The cost of the third examination shall be borne by the Employer.

6. Where an employee has been absent from work for medical reasons, the Employer may require the employee to provide a medical certification of fitness to return to work. The Employer may require an examination by a second doctor. If there is disagreement between the first and second doctors, a third examination shall be conducted. The cost of the second and third examinations shall be borne by the Employer.

7. Physical inability to work due to pregnancy or childbirth shall be considered to be the same as inability to work due to sickness.

8. Abuse of sick leave shall be subject to progressive discipline.

9. As soon as an employee becomes temporarily or permanently disabled, he/she shall apply for disability benefits.

#### **ARTICLE XIV - LEAVES**

1. Upon written request with as much advance notice as possible, the Employer may grant employees leaves of absence for good and sufficient cause. Such leaves shall not be considered as service time in the accrual of rights and benefits under this Agreement but shall not cancel previous service in determining total service with the Employer for any reason. If the Employer grants or extends a leave of absence under this Article, it shall notify the Guild in writing.

2. To the extent required by law, employees inducted into the Armed Services of the United States, or recalled to active duty with the Armed Services, shall

accumulate seniority and retain all other rights under this Agreement while in such service, and on return from such service may claim their original job, or if that job no longer exists, a comparable job with a salary no less than what they would have received had their service with the Employer been continuous, provided that they apply for reinstatement within ninety (90) days after release from the Armed Services.

3. In the event an employee is elected or appointed to any office or position in The Newspaper Guild or Communications Workers of America or a local of The Newspaper Guild or Communications Workers of America, the Employer will consider a request for a leave of absence. The terms of any leave, including but not limited to return rights, would be subject to negotiation with the Guild for leaves in excess of one (1) month.

4. An employee, on the birth or adoption of his/her child, or on gaining of a foster child, shall be permitted to take child-rearing leave of up to six (6) weeks with pay and additional parental leave of up to five (5) months without pay. Unpaid parental leave must be taken consecutively and immediately following parental leave. Paid parental leave need not be taken consecutively unless it is to be followed by unpaid leave. The scheduling of such leave will be mutually agreed on by the employee and the Employer in advance.

5. Employees shall be allowed five (5) days compassionate leave with pay and up to five hundred dollars (\$500) toward travel cost to the United States in the event of death in the immediate family, which shall be limited to spouse or person with whom the employee immediately beforehand shared a residence and had maintained a committed relationship for at least six (6) months, children, parents or siblings. Employees shall be allowed three (3) days of compassionate leave with pay for parents-in-law, grandparents (including spouse grandparents), grandchildren, step-parents or any other blood relative living under the same roof as the employee. Employees shall be allowed one (1) day of compassionate leave with pay for sister/brother-in-laws. Necessary time off for travel purposes as measured by the fastest practical mode of transportation shall be granted upon request of the employee when, in the Employer's judgment, such additional time is warranted. For the purposes of this section, a domestic partner's relatives shall be treated as spousal equivalents.

6. The employer will provide a minimum of sixteen (16) weeks within a two (2) year period of leave without pay, but without loss of seniority or benefits, to care for a spouse or domestic partner as defined in Attachment B, parent, child, or sibling who has a serious health condition. This sixteen weeks shall run concurrently with any paid leave the employee takes.

## ARTICLE XV – TRANSFERS

1. The Employer reserves the right to transfer employees as the conduct of its business requires. The Employer will provide immediate written notice to the Guild and the affected employee whenever a transfer is being seriously considered and will consult with the Guild regarding the impact of such transfer. Except where a shorter period is necessitated by donors or unforeseen circumstances and is discussed with the Guild, such consultation shall begin no later than two (2) months prior to any anticipated transfer. The consultation shall include discussion of the Employer's operational needs and the relative seniority, skills, and experience of the affected employees. Additionally, the employees' preferences shall be taken into account. Such transfers shall not be used as disciplinary measures.
2. Employees shall keep the Employer informed of locations in which the employee wishes to work.
3. Professional and family circumstances shall be considered and discussed with employees prior to deciding to transfer an employee from one field post to another. Employees shall have the right to seek reconsideration and explore other options.
4. No sooner than one (1) month after the notice described in section 1, the Employer shall give the employee written notice of the transfer, with a copy to the Guild. Within twenty (20) working days of the date of the notice, the employee shall inform the Employer in writing of whether he or she accepts the transfer. The Employer may extend the time period for response for up to five (5) additional working days at the employee's request. Failure to respond within the designated time period shall constitute a refusal of the transfer. If the transfer is refused, the Employer shall notify the employee and the Guild of the employee's separation date.
5. If an employee refuses a transfer from one field post to another field post, he or she shall have the choice to receive severance pay described in Article VI.6(a) (Layoffs) or shall have recall rights for up to twelve (12) months. If the employee elects to give up their recall rights within the twelve (12) month period he or she shall receive the severance.
6. If an employee refuses a transfer from a field post to a position at Headquarters, he or she shall be laid off in accordance with Article VI (Layoffs).
7. There shall be no reduction in salary or impairment of contractual benefits as a result of a transfer.

8. The Employer will cover the costs of the transfer in accordance with its administrative policies and the terms of this Agreement.

9. Transferred employees will be eligible for temporary lodging and per diem for a period of no more than thirty (30) days prior to the effective date of transfer from the departing post and for no more than thirty (30) days after arriving at the new post. The latter period may be extended upon mutual agreement, as necessary, with a reduced per diem and temporary lodging expenses in accordance with government regulation SR-590. Employees are expected to find housing as quickly as possible.

10. An employee with at least twenty-five (25) years of service may refuse a transfer if the employee provides the Employer with an irrevocable letter of resignation effective two (2) years from the date the Employer notifies the employee of the transfer. The right to remain in the post for two (2) years is contingent on the continuation of the post or program. If the post or program is eliminated, the other provisions of this Agreement applicable to elimination of a post or program apply.

11. Normally a field assignment is for at least three (3) years but not more than six (6) years.

12. An employee is entitled to bid on vacant positions in accordance with Article V (Filling of Vacancies). However, the Employer reserves the right to deny a transfer bid by an employee who has been in his or her post for less than three (3) years unless the post or program is being eliminated. For the posts for which a State Department employee is eligible for danger pay allowance this time period will be two (2) years.

13. No bargaining unit employee shall be required to consecutively serve for more than (2) years in a post for which a State Department employee is eligible for danger pay allowance.

14. Bargaining unit staff may be transferred to a rotational position in Washington for a period of up to two (2) years. A rotational assignment will provide the employee with an opportunity to acquire new skills, work cross-regionally, and build stronger relationships with headquarters staff, staff from the AFL-CIO and its affiliated unions, allied organizations and constituency groups, donor organizations, and other stakeholders. The position may also be used to place a unit member whose grant funding has terminated until such time as an appropriate opening arises. Unit staff transferred to the Washington rotational position will be in the OPEIU Local 2 bargaining unit while in the rotational position. Such transfers shall not be used as disciplinary measures.

15. The parties agree that a field vacancy for which there are no Guild bidders may be used for the purpose of providing staff development and hands-on field experience for OPEIU bargaining unit members. Such positions can be of a

duration of up to two (2) years. That employee shall be in the Guild bargaining unit while in this position. This section will not be used where it would deny the promotion or cause the layoff of a Guild bargaining unit member.

## **ARTICLE XVI – MISCELLANEOUS**

1. Bylines - An employee's byline shall not be used over his or her protest on any written material.

2. Outside Activities - Employees shall be free to engage in the practice of their craft or profession outside of normal working hours provided that such outside work does not conflict with the established policies of the Employer. No employee shall seek or accept any fee or honorarium from another party for work performed in his or her capacity as a representative of the Employer.

3. (a) An employee and the Guild with the employee's permission shall have the right to review the employee's file at a mutually convenient time and, upon request, shall be provided copies of all material in the employee's file.

(b) An employee shall have the right to file an answer to any material submitted for inclusion in the employee's file and such answer shall be attached to the file copy.

(c) All letters containing derogatory notations shall be removed one (1) year after issuance. This subsection shall not apply to performance evaluations.

4. Troubled Employee - The Employer and the Guild jointly recognize alcoholism, drug abuse and emotional problems as illnesses which are treatable. It is also recognized that it is in the best interest of the employees, Employer and the Guild that these illnesses be treated and controlled under the existing collective bargaining contractual relationship. Our objective is to help, not harm, and is for the rehabilitation and not elimination of the employee. Any employee who seeks treatment for any of the above illnesses shall be entitled to all of the rights and benefits provided to other employees under this Agreement, but no additional rights. The Labor-Management Committee shall discuss support measures for field employees.

5. A Labor-Management Committee will be established. The Employer and the Guild may choose up to two (2) representatives to serve on the committee. The committee will meet quarterly with at least one (1) face-to-face meeting per year of up to two (2) days if necessary; the other meeting may be conducted by conference call. The Labor-Management Committee will seek to identify and resolve issues of mutual concern to the Employer and the Guild, including health and safety, as well

as employees the latter represents. The Labor-Management Committee further will be used to facilitate attaining the goals of the Solidarity Center, and enable employees to be more effective and productive in accomplishing the Solidarity Center's mission. The committee may take up non-grievance issues that affect the relations of an employee and the Employer, and by mutual agreement may consider matters that are subject to the grievance and arbitration provisions of this Agreement. All costs shall be borne by the Employer for two (2) days of non-travel time, but efforts will be made to minimize expenses.

6. Subject to agreement with OPEIU Local 2, the Employer, the Guild and Local 2 shall jointly develop an evaluation process. If Local 2 declines to participate, the Employer and the Guild shall develop the process.

7. If the Guild decides to hold a Solidarity Center Guild Unit retreat on a weekend day preceding or following the Solidarity Center Staff Conference, the Solidarity Center shall pay the cost of a meeting room for one (1) day's lodging and per diem.

8. An employee may request that the Employer pay the membership dues or association fees relevant to performing assigned Solidarity Center work. This provision excludes payments required under Article II (Union Security).

9. Employees may make reasonable personal use of office equipment, including computers, provided the use does not interfere with the employee's performance of his or her job duties. Except for equipment, such as, without limitation, a laptop computer assigned to an employee, office equipment shall not be removed from the Employer's premises without advance consent.

10. Each new employee shall receive a copy of this Agreement and a copy of all statements of Employer's policies.

11. Bills, tax documents, bank information, other letters, and a reasonable amount of work-related material and publications shall be sent with the field mail at no cost to the employee. When sending personal items other than the above would incur additional costs the Employer will contact the employee to find out if the employee would like to have these items held until the next time someone travels to the employee's assigned country or to have them shipped immediately at employee's expense.

12. The home of record of an employee shall be determined by the employee at the time their employment begins with the Solidarity Center.

13. No employee shall as a result of this Agreement suffer a reduction in any benefit guaranteed to that employee by the Solidarity Center or one of the four (4) former Institutes in writing in an individual letter of employment or individual agreement.

14. At least thirty (30) days prior to adopting any policy affecting bargaining unit terms and conditions of employment, the Employer shall give the Union the opportunity to review the policy and discuss it with the Employer.

## **ARTICLE XVII – EDUCATION**

1. When an employee is required by the Employer to take further education, the Employer will pay the cost of, and provide the time for, such education.

2. Subject to the agreement of the Solidarity Center/Guild Joint Education Committee, bargaining unit members may be reimbursed for professional development studies and educational activities related but not limited to International Labor Relations, Trade Union Studies, languages and computer studies. Any reimbursement under this section shall be applied to the maximum amounts set forth in section 3 of this Article.

3. An employee who is pursuing a course of study related to work performed by the Employer, may be reimbursed for the costs of tuition, fees, and textbooks incidental to such course of study up to a maximum of \$1,000.00 per calendar year, with the agreement of the Solidarity Center/Guild Joint Education Committee. The following requirements must be met in order for an employee to be eligible for reimbursement under this provision:

- (a) The employee must be a full-time bargaining unit employee and must have completed one (1) year of service prior to enrollment.
- (b) The course of study must be related to an employee's current work assignment or probable future work assignment. Certification of relevance to work must be obtained from the Executive Director prior to enrollment.
- (c) The course of study must be on the employee's own time, unless specifically approved by the Executive Director.
- (d) The employee must provide evidence of satisfactory completion of the course with his/her application for reimbursement (a course grade of "C" or higher where the course is graded).
- (e) The applicant is not eligible for educational benefits under the G.I. Bill or has not received any type of scholarship or fellowship offered by an educational institution.
- (f) The maximum payable to all unit employees in a single year is \$8,000.

4. Employees may be granted unpaid time off to participate in a degree program at the National Labor College subject to prior agreement by the Employer.

5. Bargaining unit members with school age children or dependents shall be entitled to paid tuition for grades Kindergarten-equivalent through 12 in accordance with U.S. State Department guidelines.

### **ARTICLE XVIII – EXPENSES, TRANSPORTATION, AND ALLOWANCES**

1. The present Employer policy concerning the payment of all legitimate business expenses incurred by Solidarity Center employees in the service of the Employer shall apply.

2. Employees using their personal automobiles for a pre-approved business trip will be reimbursed for mileage at the U.S. State Department applicable rate, and for tolls.

3. Per Diem – The maximum amounts charged for lodging, meals and incidental expenses are those specified in the U.S. Department of State Travel Regulations. These rates shall apply unless exceptions have been approved in advance by the Employer.

4. A telephone credit card shall be provided to each bargaining unit member. Abuse of the card shall be cause for disciplinary action.

5. As needed, the Employer shall furnish each bargaining unit member, other than probationary employees, with a major credit card to be used exclusively for Solidarity Center business. Any use of this card for other than Solidarity Center business shall be cause for disciplinary action. The Employer may revoke the right to use a corporate credit card if the employee fails to reconcile and report on expenses charged to the card within thirty (30) days of receipt of the bill by the employee in the field or if charging privileges are abused.

6. All business travel will be economy class. Employees are entitled to keep for personal use any frequent flyer miles earned on business travel and are encouraged to use them for upgrades for business travel.

7. For trips with a total travel time of fourteen (14) hours or longer, employees are permitted either an overnight stay en route or reimbursement for one (1) one-time access to an airline's domestic or international airline business lounge. For trips with a total travel time of twenty-four (24) hours or longer, employees are permitted both.

8. Employees shall be provided an allowance sufficient to secure safe and adequate housing, including all utilities, up to the maximum allowable as specified by the U.S. Department of State Standardized Regulations Number DSSR 920. Exceptions to these limits may be approved by the Employer for good cause.

9. Employees shall be eligible for shipment of household goods from their home to their original posting, from posting to posting, and for storage in the United States. The Employer shall also provide shipment to the home of record at the end of employment. The shipment allowance shall be up to 6,000 pounds for single employees and up to 12,000 pounds for families. The storage allowance shall be 5,000 pounds for each employee. A separate air shipment allowance of 250 pounds gross weight for the employee, 200 pounds gross weight for the employee's first authorized dependent, 150 pounds gross weight for the second authorized dependent, and 100 pounds gross weight for each authorized dependent shall be provided for personal goods. A separate surface shipment allowance of 500 pounds net weight for resource materials shall be provided for every change of post. By mutual agreement, goods may be shipped by air rather than by surface.

10. In the event of loss or theft of personal effects required to perform the requirements of official Solidarity Center business, the Employer shall reimburse the employee for replacement of up to five hundred dollars (\$500.00). Employee shall make every effort to obtain reimbursement from other available source, for example, an airline or insurance company.

#### **ARTICLE XIX – GRANTS AND GOVERNMENT REGULATIONS**

1. The terms and conditions set forth in this Agreement are subject to the laws, regulations and terms of the grants received by the Employer.

2. In the event insufficient funds are provided in the grants and/or from other sources of revenue for the wages and benefits set forth in this Agreement, the Employer shall discuss with the Guild with regard to the manner in which such a lack of funding will be addressed and will negotiate with the Guild over the impact of the Employer's decisions in response to the insufficient funding.

#### **ARTICLE XX - CONSULTANTS, CONTRACT EMPLOYEES, SECONDED EMPLOYEES, AND TDYS**

1. It is the intention of the Employer to staff field work with unit staff wherever practicable. Consultants and non-bargaining unit staff on TDY shall not be used where, in effect, they would displace a direct-hire, bargaining unit employee.

2. It is agreed that should any of the jobs described in this Article become long-term direct-hire positions, negotiations will begin immediately with the Guild to cover these positions under this Agreement.

3. This Agreement does not apply to local hires.

4. Consultants

(a) As used in this Article, the term "consultant" means a consultant working at the request of headquarters and performing work normally performed within the Guild's bargaining unit.

(b) The Employer will use consultants only as necessary to provide short-term expertise.

(c) The mission of the Solidarity Center is to support the organization, strengthening, and activities of worker organizations worldwide. Programs with these organizations may include support for their staff, including but not limited to full and part-time employees, contract employees, and consultants, none of whom would be covered by this Agreement.

(d) (i) For any consulting agreement for more than forty-five (45) days of actual work in the field in a one (1) year period, the Guild will be provided copies of and the opportunity to review the scope of work and pertinent financial arrangements of all consulting agreements entered into by headquarters for field work that arguably is work normally performed within the Guild's bargaining unit. The opportunity for review shall be at least one (1) week prior to the implementation of the consultant's contract.

(d) (ii) A consultant may perform work normally performed within the Guild's bargaining unit for up to one hundred twenty (120) work days in any twelve (12) month period. Any work beyond 120 work days in a twelve (12) month period will be subject to agreement with the Guild. Any dispute regarding the use of such persons, if not resolved informally, shall be resolved in accordance with the provisions specified in Article VII (Grievance Procedure) of this Agreement.

(e) (iii) Employees on the recall list shall be given first consideration for any consultant work, subject to operational, contractual and programmatic considerations.

5. TDYs

(a) Except where circumstances make immediate action necessary, the Employer shall advise with the Guild at least one (1) week before

assigning a non-unit staff person to a temporary duty assignment (TDY) to perform work normally performed within the Guild's bargaining unit.

(b) The Employer reserves the right to assign non-unit Solidarity Center staff to TDYs of no more than three (3) months in the field, extendable by mutual agreement with the Guild. These persons may carry out the responsibilities of a field representative, assist the field representative as needed, or perform other duties required for effective program development and implementation.

6. Union Resource Experts

When staff of the AFL-CIO and its affiliated unions, allied organizations and constituency groups perform work at the request of headquarters that would normally be performed within the Guild bargaining unit, such work will not be of a duration longer than one (1) month without mutual agreement between the Solidarity Center and the Guild. The Guild will be advised in advance of any such project.

7. Seconded Staff

(a) Seconded staff are staff performing bargaining unit work under the direct supervision of the Employer but who remain on the primary organization's payroll and benefit plans and governed by that organization's leave policies.

(b) The Solidarity Center and the AFL-CIO, its affiliated unions, allied organizations, and constituency groups may agree to second staff to the Solidarity Center when such an arrangement benefits both organizations.

(c) Except as specified in section 7.a, above, seconded staff shall be subject to the same policies, regulations, and grant terms as other direct hire staff, and to all terms and conditions of this Agreement.

(d) The Employer shall inform the Guild as early as possible, and no less than two (2) weeks in advance, of the seconded arrangement.

8. Contract Employees

(a) Contract employees are staff hired in the U.S. for a predetermined period of six (6) months to eighteen (18) months

(b) Contract employees shall be covered by this Agreement and shall be treated as direct-hire staff with a fixed term of employment.

(c) Contract employees are not covered by Article VI (Layoff). However, they shall have recall rights equal to the duration of all their employment under this Article.

(d) Transportation costs and allowances related to dependents may not be provided for contract employees. However, the Employer will provide such costs and allowances to the extent provided for in the grant agreement.

(e) The only section of Article XIV (Leave) that applies to contract employees who have not completed one (1) year of employment is section 4 except as otherwise required by law.

(f) If a contract employee becomes a regular (non-contract) employee they shall be given seniority credit for bidding purposes only for all accumulated time in employment under this Article.

(g) There shall be no more than three (3) contract employees simultaneously at any given time during the term of this Agreement, except as otherwise mutually agreed.

(h) Use of such employees is subject to prior consultation with the Guild.

(i) For any contract employee the Guild will be provided copies of and the opportunity to review all contracts and agreements entered into by headquarters under this section.

(j) Employees on the recall list shall be hired for any available contract employee position, in accordance with Article V and subject to operational, contractual and programmatic considerations.

## **ARTICLE XXI - NO DISCRIMINATION**

The Solidarity Center and the Guild agree that the provisions of this Agreement shall be applied without discrimination on the basis of age, sex, race, creed, color, sexual orientation or preference, national origin, religious beliefs, or disability.


## **ARTICLE XXII - RESPECT AND DIGNITY**

1. The parties acknowledge the following fundamental understandings:
  - (a) The Employer and the Guild agree to cooperate with one another in efforts to assure efficient operations, to serve the needs of the Solidarity Center, and to meet the highest standards in such service.
  - (b) The Employer and the Guild agree that it is their mutual aim to act at all times in such a manner as to treat all employees of the Solidarity Center with respect and dignity and to establish and maintain an inclusive working environment for all employees.
  - (c) The Employer agrees to work closely with the Guild, through the Guild unit officers, shop stewards, the Labor-Management Committee, and any other committee to explore all reasonable means to help employees improve their performance and to enjoy success on the job.
2. It is the intent of the parties, as is reasonably practical, to include employees in discussion of work plans and goals.
3. Each employee's work assignments or directives shall be consistent with the intent of the preceding statements.
4. This Article shall not be subject to the grievance and arbitration provisions of this agreement.
5. Issues may be addressed under other Articles of the Agreement.

## ARTICLE XXIII - DURATION AND RENEWAL

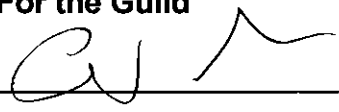
1. This Agreement will take effect as of September 26, 2005, and remain in effect until September 25, 2006. Within ninety (90) days prior to the expiration date of this Agreement, the Employer or the Guild may initiate negotiations for a new Agreement to take effect September 26, 2006. The terms and conditions of this Agreement shall remain in effect during such negotiations. If negotiations do not result in a new Agreement before September 26, 2006, the new Agreement shall be made retroactive to September 26, 2006, but in no event shall the new Agreement be retroactive for a period of more than sixty (60) days except by mutual consent.

**For the Employer**

  
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**Date** 9/1/05

**For the Guild**

  
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**Date** 9-1-05

## APPENDIX A

### Political Activities

The Office of Management and Budget Circular A-133 provides that, "Federal Funds cannot be used for partisan purposes of any kind by any person or organization involved in the administration of federally assisted programs." [Hatch Act of 1940 (5 U.S.C. 4701), as amended by Title VI of Civil Service Reform Act of 1978 (Public Law 95-454 Section 602)]. Solidarity Center employees are subject to this regulation.

The use of Solidarity Center facilities, including telephones, fax machines, and e-mail, or other equipment or property for partisan political or electoral activity is strictly forbidden. The use of Solidarity Center facilities by Solidarity Center employees or any other individual or group of individuals to solicit funds for or encourage people to vote for or otherwise support in any way the Democratic or Republican Party candidate or any individual candidate or group of political candidates is prohibited.

All Solidarity Center staff are responsible for abiding by this policy. Any employee who fails to comply with this policy or facilitates violation of this policy will be subject to discipline, up to and including discharge.

## APPENDIX B

### Domestic Partner

A Domestic Partner may be of the same or opposite sex as the employee and must meet all of the requirements as shown in the definition of Domestic Partnership below:

- a. have been in a mutually exclusive relationship as a spouse equivalent of the person for a minimum of one year;
- b. have shared a legal residence with the person for at least twelve consecutive months;
- c. be financially interdependent with the person;
- d. not under any circumstances be related to the person by blood or marriage; and
- e. not currently be in a marriage recognized by this or any other state.

SIDE LETTER # 1

1. It is agreed that Rudy Porter and Irene Stevenson are not supervisors and that they and William Wescott are covered by this Agreement. This is non-precedential, and shall not be cited in any future situation.

2. Patricio Contreras and Vinicio Reyes are host country nationals serving as Field Representatives, each with over 30 years of service. Per agreement with the Guild, they may continue to serve in that position until retirement, or until their respective offices are closed. In recognition of their many years of loyal service to the American Labor Movement, the Solidarity Center affirms its intention to provide reasonable retirement benefits for these employees, taking into consideration payments made to them by AIFLD.

3. When no Field Representative is assigned to an overseas office, a host country national who temporarily performs many of the duties normally performed by the Field Representative shall not be covered by this Agreement. Their performance of such duties shall be compensated with an additional fifteen percent (15%) increase above their normal salaries during the period of such service, which shall be limited in duration to one (1) year. In exceptional cases, the performance of such duties by host country nationals may be extended by written agreement with the Guild. Judy Geronimo and Ana Karume will receive this additional compensation of 15% retroactive to the date they began serving as Field Representatives.

**For the Employer**

**For the Guild**

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**Date**

**Date**

**(Signed 9/26/02)**

**SIDE LETTER #2**

Although the Employer has the right to transfer employees, in the interest of stability and continuity of programming, the signing of this Agreement shall not trigger the transfer of any Field Representative.

**For the Employer**

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**For the Guild**

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**Date**

**Date**

**(Signed 9/26/02)**

SIDE LETTER # 3

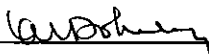
ON SCFSA REPRESENTATION ON SC BOARD OF TRUSTEES

The parties recognize that at a time of rapid change in the global and U.S. labor movements, the Solidarity Center must have the capacity to adapt its operations.

As part of this process, the Solidarity Center Board of Trustees has discussed various proposals to make the Board more effective by broadening representation of diverse constituencies.

Given the key role played by the Solidarity Center's field staff, the SCFSA has proposed adding an SCFSA representative to the Board of Trustees. Management agrees to convey this proposal to the Board, and to request an opportunity for the SCFSA to present its proposal at a Board meeting.


**For the Employer**

  
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**Date**

9/1/05

**For the Guild**

  
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**Date**

7/1/05

SIDE LETTER # 4

LOCAL INCOME TAXES

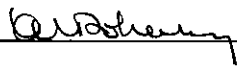
William Conklin has been paying income tax assessed by the Thai taxing authorities. The Solidarity Center will make him whole for tax amounts he pays above his U.S. tax liability. This may require a review of his U.S. and local country tax returns and related information. The Solidarity Center also will explore eliminating or reducing the tax liability.

If other overseas governments assert that employees are obligated to pay income tax in the local country, the Solidarity Center will try to obtain exclusions from, or limitations to, that tax liability. It is the responsibility of the employee to seek information to assist the Solidarity Center in this process. The Solidarity Center also may make operational decisions – such as changing the country in which an office is located – to avoid the liability.

If an employee at post as of the effective date of this Agreement actually pays local income taxes incurred at that post, the Solidarity Center will make the employee whole for tax amounts he or she pays above his or her U.S. tax liability. The SCFSA recognizes that this may require a review of the employee's U.S. and local country tax returns and related information.

The Solidarity Center, with the affected employees' assistance if requested, will investigate the issues related to local income tax liability. The parties will meet no later than February 2006 to discuss whether to modify this side letter.


**For the Employer**

  
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**Date**

9/1/05

**For the Guild**

  
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**Date**

9-1-05

MEMORANDUM OF AGREEMENT ON ELECTRONIC SYSTEMS

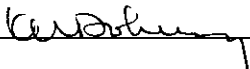
1. In this Agreement, "communications" refers to all voice and electronic communications, including telephone, voice mail, facsimile, Internet, electronic mail, instant messenger, electronic files, and related communications. "Communications equipment" refers to the equipment used to send communications, including telephones, telephone and cable lines, fax machines, computers, modems, routers, and servers.

2. Field staff are permitted reasonable personal use of Solidarity Center communications equipment consistent with the Solidarity Center's Field Electronic Mail, Internet and Computer Usage Policy.

3. Communications equipment is part of the employee's work area. There shall be no secret surveillance of employees' work areas or use of communications systems. Surveillance does not include the Solidarity Center's accessing work areas or use of communications systems when based on reasonable belief that there may be misuse, the need to retrieve information, for IT needs, or to comply with legal obligations. In the event the Solidarity Center intends to institute a monitoring program, it will notify the Guild in advance.

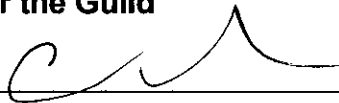
4. The SCFSA shall have the right to use Solidarity Center communications systems and equipment to communicate with and among its members.

**For the Employer**

  
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**Date** 9/1/05

**For the Guild**

  
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**Date** 9-1-07

## **Memorandum of Agreement**

### **Pension Issues: The move to the AFL-CIO Defined Benefit Pension Plan.**

The following agreement has been agreed between the American Center for International Labor Solidarity, hereinafter referred to as the "Employer" or the "Solidarity Center", and the Solidarity Center Field Staff Association, Washington-Baltimore Newspaper Guild, CWA, Local 32035, hereinafter referred to as the "Union" or the "Guild"

The Center and the Union agree to modify Article XII – Group Insurance and Retirement in the current Collective Bargaining Agreement between the Center and the Union, September 26, 2002 through September 25, 2005 as follows:

1. The Employer shall be released from its obligation to make an annual contribution of 17.4% of compensation to the Solidarity Center Retirement (401-k) Plan on behalf of each bargaining unit member with respect to any period after June 30, 2004. The Employer shall otherwise maintain in full force and effect the 401-k Plan on the same basis as it maintained the 401-k plan on June 30, 2004. All previously contributed funds shall remain in the participant's accounts under the 401-k Plan. Employees will be permitted to continue to make contributions to the 401-k plan. Newly hired employees shall be permitted to participate in the 401-k plan, subject to the plan eligibility rules, and shall be vested at all times in their own Employee contributions. The Employer agrees to pay the premiums for fiduciary insurance for the 401-k Plan and its fiduciaries.

In the event that the Employer agrees to reinstate any Employer contributions to the 401-k Plan on behalf of Washington based staff represented by OPEIU Local 2 shall also reinstate Employer contributions to the 401-k Plan on behalf of all Guild bargaining unit members the monthly pension amounts.

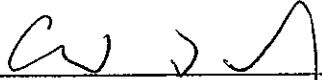
2. Effective July 1, 2004, Guild Employees of the Solidarity Center shall become participants in the AFL-CIO Staff Retirement Plan. These employees shall be entitled to the benefits – including without limitation, payment of Medicare B premiums and increases in the monthly pension amounts for retirees and their beneficiaries – payable from time to time under the AFL-CIO Plan to employees covered by this collective agreement.
3. The Employer shall pay the full cost of participation in the AFL-CIO Plan.
4. Each employee of the Center shall be credited as of July 1, 2004 with vesting service and eligibility service in the AFL-CIO Plan equal to the greater of three years or the total number of years of employment with the Employer. Employees with less than three years of service on July 1, 2004 shall become vested in the Plan when they complete three years of vesting and eligibility service with the employer.
5. Employees who are employed on June 30, 2004, and terminate their employment with the Employer before completing the three years of eligible service, shall be paid a lump sum severance benefit as of the date of separation from employment equal to the greater of (a) or (b) as follows:-

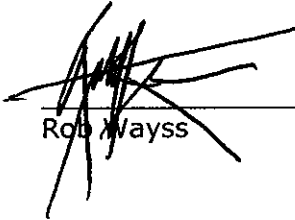
a. Three per cent of the Employee's salary (as defined under the AFL-CIO Plan) paid for periods on or after July 1, 2004 until the termination of employment with the Solidarity Center, plus three and one-half per cent interest compounded annually over the same period, plus an adjustment for the tax liability that would have accrued upon this lump sum to ensure the employee be "made whole"; or

b. The actuarial present value, on the date of the employees termination of employment with the Solidarity Center, of the employee's deferred vested pension (as defined under AFL-CIO Plan) payable at age 65 to which the employee would have been entitled if the employee were vested under the AFL-CIO Plan.

6. Upon signing by representatives of the Union and the Solidarity Center, this document is incorporated into the Collective Bargaining Agreement serving in substitution for Article XII (9).

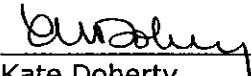
For the UNION

  
Cet Parks 3/14/03

  
Rob Wayss

For the CENTER

  
Harry G. Kamberis

  
Kate Doherty.

Memorandum of Agreement (MoA) Between the Solidarity Center Field Staff Association, Washington - Baltimore Newspaper Guild (SCFSA) and American Center for International Labor Solidarity (ACILS)

**1) Coverage:**

Effective February 1, 2005, the titles Field Technical Assistant I and Field Technical Assistant II shall be included in the coverage of the collective bargaining agreement (CBA) between the SCFSA and ACILS. All terms and conditions of the CBA shall apply to these titles.

**2) Scope of Work:**

The scope of work and job responsibilities of these new, covered titles shall be in accordance with the attached Job Description (Annex A to this MOA).

**3) Salary:**

The salary for these new, covered titles shall be in accordance with the salary schedule provided below:

<u>Title</u>	<u>Step A</u> <u>2005</u>	<u>Step B</u> <u>2005</u>
Field Technical Assistant I (FTAS I)	46,000	48,000
Field Technical Assistant II (FTAS II)	50,000	54,000

An employee in the FTAS Level I or Level II title shall start at Step A and shall progress to Step B of the respective salary schedule upon completion of 2 (two) years of service. Such placement shall take effect on the employee's 2-year hire anniversary date.

**4) Meals & Incidental Expenses and Allowances:**

All employees serving in the FTAS I and FTAS II titles, shall be entitled to daily meals & incidental expenses allowances (M&IE). The daily M&IE rates shall be in accordance with the following attached US Government Regulations and Sections:

Department of State Standardized Regulations - DSSR Index  
Released by the Office of Allowances September 10, 2000  
120 Temporary Quarters Subsistence Allowances (Annex B to this MOA)

The daily M&IE rates shall be determined based on the actual location of the FTAS I's and FTAS II's assignment. In the event the location of the FTAS I's or FTAS II's assignment is not explicitly listed on the US State Department daily M&IE rates schedule, the M&IE rates for "Other" in the country of assignment shall apply.

The SCFSA and ACILS agree that the daily M&IE rates as described above shall apply for every day of the FTAS I's and FTAS II's assignment. Such daily M&IE rates and entitlements shall not be modified or reduced in any way should the accommodation of the FTAS I or FTAS II have a kitchen facility or if the FTAS I's or FTAS II's accommodation is secured free of charge.

**5) Housing:**

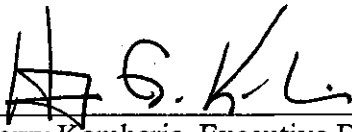
All FTAS I and FTAS II employees shall be entitled to appropriate, safe, and hygienic housing. All housing or accommodation expenses of the FTAS I and FTAS II shall be paid and / or reimbursed fully by ACILS.

Free of charge housing or accommodation secured by ACILS or the Trade Union Strengthening Program shall be fully at the option of the FTAS I and FTAS II and there shall be no recriminations should an FTAS I or FTAS II reject a free accommodation option.

This Memorandum of Agreement shall be attached as an addendum to the current CBA between the SCFSA and ACILS and shall be an inseparable part of that CBA.

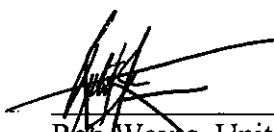
If the above is in accordance with your understanding, please execute the signature line below:

FOR ACILS



Harry Kamberis, Executive Director  
Date: March 11, 2005

FOR SCFSA



Rob Wayss, Unit Chair  
Date: March 11, 2005

**AMERICAN CENTER FOR INTERNATIONAL LABOR SOLIDARITY**

**GUILD POSITION**

**JOB TITLE:** FIELD TECHNICAL ASSISTANCE SPECIALIST  
**CLASSIFICATION:** SPECIALIST I  
**STATUS:** NON-EXEMPT

**Summary of Position:** The Field Technical Assistance Specialist is responsible for training partner-union activists and staff in union research, organizing, collective bargaining, and other trade union technical areas in coordination with the appropriate regional offices, field offices, and the Trade Union Strengthening Washington office. S/he will also advise and assist partner unions in on-going research, organizing, collective bargaining and other activities. S/he is conversant with all aspects of regional program activities and current events relevant to the on-going political, economic, social and trade union developments in the region. S/he is the main contact between the Trade Union Strengthening Washington office, the field offices, and the partners of the union strengthening field programs in the assigned area.

The Technical Assistance Specialist spends more than 50% of his/her time in the field, often living in conditions well below US standards. Assignments may be three to six months, sometimes longer, in duration, and may be followed by immediate reassignment to another country.

The Field Technical Assistance Specialist participates in the development and implementation of trade union strengthening programs. S/he, in coordination with the Trade Union Strengthening Washington office, responsible Regional Program Director and responsible Field Representative, drafts proposals, describes complex activities and develops budgets for those activities. S/he produces well-written reports and evaluations and monitors assigned programs to meet budget and programmatic results. S/he prepares and exchanges information and coordinates activities with other sections of the Center, as required.

The Field Technical Assistance Specialist assists the Senior Advisor for Trade Union Strengthening on details of programs in assigned country(ies) of responsibility. At the direction of the Senior Advisor for Trade Union Strengthening, in coordination with the responsible Regional Program Director and responsible Field Representative, and based on the needs of the Center, the Field Technical Assistance Specialist may be assigned to any field office or program on a temporary basis. In coordination with the Senior Advisor and responsible Field Representative, s/he works closely with field offices, partners, and/or affiliates in the region to provide them with technical support for the development and the implementation of trade union strengthening programs, within approved communications guidelines. When necessary, s/he assists with logistical support for international visitors and participants in trade union strengthening programs conducted by the Solidarity Center, AFL-CIO, affiliates, Global Union

Federations and/or other related organizations. S/he is required to travel extensively and is able to work in any field office or program on a temporary or indefinite basis.

**Basic Qualifications:** A Field Technical Assistance Specialist must have some knowledge of international relations including trade union and socio-economic and political developments in the U.S. and abroad. Previous experience with international trade unionism is a requirement. Experience in cross-border union organizing is highly desirable. S/he must be able to work independently and complete assignments with limited supervision. S/he must be capable of managing multiple assignments simultaneously. S/he must have, at a minimum, a bachelor degree in political science, international relations, labor relations or a related field and/or five years of related work experience. Good communications and writing skills are a must. Computer literacy for word processing and simple spreadsheets is required. A Field Technical Assistance Specialist must have the ability to work well with a wide variety of people; in particular, s/he must be able to relate to workers, share their conditions, and inspire their trust. Fluency in a foreign language is a plus and may be a requirement for some Field Technical Assistance Specialist positions.

**Supervisor:** Senior Advisor for Trade Union Strengthening

**Specific Duties:**

1. Train partner-union activists and staff in union research, organizing, collective bargaining, and other trade union technical areas;
2. Provide specified field programs with the technical assistance to develop and implement trade union strengthening programs, in coordination with the responsible Regional Program Directors and responsible Field Representatives, and Trade Union Strengthening Washington office;
3. In coordination with the responsible Regional Program Director and responsible Field Representative, write/edit proposals, reports, letters, and other correspondence;
4. In coordination with the responsible Regional Program Director and responsible Field Representative, develop in-country coalition-building contacts with local and U.S. labor, government and nongovernmental organizations;
5. Assist SC / Washington to arrange in-country study tours for U.S. visitors in countries without a responsible Field Representative and in coordination with the responsible Regional Program Director and responsible Field Representative in countries with a resident Field Representative, set-up meetings with local trade unions, government and non-government organizations involved in efforts to promote labor rights standards and democracy;
6. Assist and advise field offices on Trade Union Strengthening programs;
7. Provide guidance on trade union strengthening activities/programs to field offices,

partners and/or affiliates on AFL-CIO and Center policies and priorities;

8. In coordination with regional offices, develop and implement trade union strengthening programs in countries without a responsible field representative;
9. Support field trips by Center personnel;
10. At the direction of the supervisor and in coordination with the responsible Regional Program Director and responsible Field Representative, share information on country conditions and labor issues as requested by donor organizations;
11. Report monthly on Trade Union Strengthening program activities;
12. Manage program funds, maintain and submit expense records with appropriate documentation, monitor budgets, and undertake other financial responsibilities as required, and;
13. Perform other related duties as assigned.

**Department of State Standardized Regulations -DSSR Index**

Released by the Office of Allowances

September 10, 2000

**120 Temporary Quarters Subsistence Allowances**

**121 Definition**

"Temporary quarters subsistence allowance" means an allowance granted to an employee for the reasonable cost of temporary quarters, meals and laundry expenses incurred by the employee and/or family members:

- a. for a period not to exceed 90 days after first arrival at a new post in a foreign area or a period ending with the occupation of residence (permanent) quarters, if earlier; or
- b. for a period not to exceed 30 days immediately preceding final departure from the post subsequent to the necessary vacating of residence quarters.

**122 Scope**

**122.1 Purpose**

The temporary quarters subsistence allowance is intended to assist in covering the average cost of adequate but not elaborate or unnecessarily expensive accommodations in a hotel, pension, or other transient-type quarters at the post of assignment, plus reasonable meal and laundry expenses for a period not in excess of 90 days after first arrival at a new post of assignment in a foreign area, ending with the occupation of residence quarters if earlier, or 30 days immediately preceding final departure from the post following necessary vacating of residence quarters.

**122.2 Extension**

The 90 and 30 day temporary quarters subsistence periods may be extended up to but not more than an additional 60 days in each case if it is determined by the head of agency that compelling reasons beyond the control of the employee require continued occupancy of temporary quarters.

**122.3 Agency Options**

Instead of paying TQSA as provided herein, an agency or post may choose to provide temporary quarters directly, to limit the number of days TQSA may be paid to fewer than the maximum number of days, and/or not to pay any TQSA if quarters with cooking facilities are provided.

**123 Temporary Quarters Subsistence Allowance Upon First Arrival**

**123.1 Commencement**

The temporary quarters subsistence allowance grant to an employee upon first arrival at a new post, including an employee or family member occupying temporary quarters at no expense, (e.g. government-owned or leased housing), shall commence as of the applicable date shown below, or the date expenses for temporary lodging are incurred, if later:

- a. the date the employee arrives at a new post;
- b. the date a family member arrives at the new post prior to employee when the employee is delayed because of being ordered to report at another place for consultation or detail;
- c. the effective date of transfer when the employee is already at the post to which transferred, (in this instance the 90 day period begins on the date of transfer); or
- d. the date of return of the employee to the post after a temporary absence within the 90 days after first arrival (or the arrival of a family member if earlier), in circumstances where no temporary quarters subsistence allowance was paid for the period of the employee's absence.

**123.2 Termination**

The temporary quarters subsistence allowance granted upon first arrival at a new post shall terminate as of the earliest of the following dates:

- a. on the 91st day following first arrival of the employee or family member, if earlier, unless an extension is authorized under Section 122.2 by the head of agency;
- b. the date temporary quarters are no longer occupied;
- c. the date of occupancy of residence (permanent) quarters;
- d. the date of the employee's departure, or the date of departure of family members if later, under transfer orders. Where the employee's departure for transfer precedes that of family members, the temporary quarters subsistence allowance at his/her previous post shall not extend beyond the date immediately preceding the date of arrival at his/her new post; or

e. the date of separation from a Federal agency.

### **123.3 Amounts**

The amount of the temporary quarters subsistence allowance which may be reimbursed shall be the lesser of either the actual amount of allowable expenses incurred by the employee and family members for each time period or the amount computed as follows (reference: Section 960 TQSA worksheet):

#### **123.31 First Thirty Days**

a. For the initial occupant (employee or family member age 12 or over), a daily rate not in excess of 75% of the per diem rate listed for the foreign post in Section 925 of the Standardized Regulations (Government Civilians, Foreign Areas); and

b. For each additional occupant, whether employee or family member age 12 or over, 50% of the per diem rate listed for the foreign post.

c. For each family member occupant under age 12, 40% of the per diem rate listed for the foreign post.

#### **123.32 Second Thirty Days**

a. For the initial occupant (employee or family member age 12 or over), a daily rate not in excess of 65% of the per diem rate listed for the foreign post in Section 925 of the Standardized Regulations (Government Civilians, Foreign Areas); and

b. For each additional occupant, whether employee or family member age 12 or over, 45% of the per diem rate listed for the foreign post.

c. For each family member occupant under age 12, 35% of the per diem rate listed for the foreign post.

#### **123.33 Third Thirty Days**

a. For the initial occupant (employee or family member age 12 or over), a daily rate not in excess of 55% of the per diem rate listed for the foreign post in Section 925 of the Standardized Regulations (Government Civilians, Foreign Areas); and

b. For each additional occupant, whether employee or family member age 12 or over, 40% of the per diem rate listed for the foreign post.

c. For each family member occupant under age 12, 30% of the per diem rate listed for the foreign post.

#### **123.34 Additional Sixty Days:**

When the head of agency determines, on a case by case basis, that an extension of time is necessary due to compelling reasons beyond the control of the employee, up to an additional sixty days may be authorized, computed at the same rates established for the third thirty day period.

#### **\*123.35 Reduction When No Cost Quarters are Occupied**

When no cost temporary housing is occupied by the employee an amount not to exceed one-half of the amount established in 123.3 for each occupant shall be the maximum amount payable for actual meal, laundry and dry cleaning costs while occupying such quarters.

#### **123.36 Excessive Lodging Costs After the First 30 Days**

In exceptional circumstances when temporary lodging facilities in the locality are extremely limited and necessary lodging costs are excessive, the head of agency may authorize an amount of actual expenses incurred not to exceed the rate produced by Section 123.31. Prior to exercise of this authority the authorizing official must certify in writing that every effort has been made to obtain a lower lodging rate for the period in question. All other alternatives should be exhausted before this special authorization is used.

### **124 Temporary Quarters Subsistence Allowance Preceding Final Departure**

#### **124.1 Commencement**

If the head of agency determines that it is necessary for an employee to occupy temporary quarters immediately preceding final departure from the post, the grant of a temporary quarters subsistence allowance may commence as of the latest of the following dates:

a. the date following the necessary vacating of government owned or leased quarters or termination of the living quarters allowance grant (exception: the head of agency or designee may determine that up to five days are required for payment of both the living quarters allowance and the temporary quarters subsistence allowance because the employee must necessarily vacate

permanent residence quarters in order to comply with stringent lease requirements for cleaning and repair);

b. the date expenditures for temporary lodging are first incurred following the necessary vacating of residence quarters. However, see Section 124.33 for employee occupying no cost temporary quarters.

The agency head or designee may authorize the grant of temporary quarters subsistence allowance up to five days prior to the termination of the grant of living quarters allowance if such agency head or designee determines that it is necessary for the employee to vacate existing quarters in order to meet lease requirements for cleaning and repair.

#### **124.2 Termination**

A temporary quarters subsistence allowance granted immediately preceding the employee's final departure from the post shall terminate as of the earliest of the following dates:

a. on the 31st day following commencement of the grant unless an extension is authorized under Section 122.2 by the head of agency;

b. the date expenses for temporary lodging are no longer incurred; however, see Section 124.33 for employee occupying no cost temporary quarters;

c. the date of the employee's departure, or the date of departure of family members if later, under transfer orders. Where the employee's departure for transfer precedes that of family members, the temporary quarters subsistence allowance at the previous post shall not extend beyond the date preceding the date of the arrival of the new employee at the new post; or

d. the date of separation from a Federal agency.

#### **124.3 Amounts**

The amount of the temporary quarters subsistence allowance which may be reimbursed shall be the lesser of either the actual amount of allowable expenses incurred by the employee and family members for each time period or the amount computed as follows (reference: Section 960 TQSA worksheet):

##### **124.31 First thirty days**

a. For the initial occupant (employee or family member age 12 or over), a daily rate not in excess of 75% of the per diem rate listed for the foreign post in Section 925 of the Standardized Regulations (Government Civilians, Foreign Areas); and

b. For each additional occupant, whether employee or family member age 12 or over, 50% of the per diem listed for the foreign post.

c. For each family member occupant under age 12, 40% of the per diem rate listed for the foreign post.

##### **124.32 Additional sixty days**

When the head of agency determines, on a case by case basis, that an extension of time is necessary due to compelling reasons beyond the control of the employee, up to an additional sixty days may be authorized as follows:

###### **(1) First thirty day extension**

(a) For the initial occupant (employee or family member age 12 or over), a daily rate not in excess of 65% of the foreign per diem rate listed for the post in Section 925 of the Standardized Regulations (Government Civilians, Foreign Areas); and

(b) For each additional occupant, whether employee or family member age 12 or over, 45% of the per diem rate listed for the foreign post.

(c) For each family member occupant under age 12, 35% of the per diem rate listed for the foreign post.

###### **(2) Second thirty day extension**

(a) For the initial occupant (employee or family member age 12 or over), a daily rate not in excess of 55% of the foreign per diem rate listed for the post in Section 925 of the Standardized Regulations (Government Civilians, Foreign Areas); and

(b) For each additional occupant, whether employee or family member age 12 or over, 40% of the per diem listed for the foreign post.

(c) For each family member occupant under age 12, 30% of the per diem rate listed for the foreign post.

#### **124.33 Reduction When No Cost Quarters are Occupied**

When no cost temporary quarters are occupied by the employee an amount not to exceed one-half of the amount established in 124.3 for each occupant shall be the maximum amount payable for actual meal, laundry and dry cleaning costs while occupying such quarters.

#### **124.34 Excessive Lodging Costs After the First 30 Days**

In exceptional circumstances when temporary lodging facilities in the locality are extremely limited and necessary lodging costs are excessive, the head of agency may authorize an amount of actual expenses incurred not to exceed the rate produced by Section 124.31. Prior to exercise of this authority the authorizing official must certify in writing that every effort has been made to obtain a lower lodging rate for the period in question. All other alternatives should be exhausted before this special authorization is used.

#### **125 Determination of Rate**

The rate at which the temporary quarters subsistence allowance may be granted shall be the total amount of the reasonable and necessary expenses for the employee and family members for meals, including tax, service charges and tips, laundry/dry cleaning and temporary lodging (including room and bath, heat, light, fuel, water and the cost of service fees and taxes imposed by the management or local government upon the occupant during the period or periods allowed by Sections 123 and 124) or the total of the maximum rates for such period or periods, whichever is less. The location of the temporary quarters must be within reasonable proximity of the post. Evidence of the daily cost of meals, laundry and dry cleaning shall be a certified statement by the employee. Supporting receipts or other appropriate documentation for the daily cost of temporary lodging shall also be supplied. Only actual subsistence expenses incurred, which are reasonable in amount and incident to the occupancy of temporary quarters, shall be reimbursed. Section 960 TQSA Worksheet may be used to support a TQSA claim.

The daily actual expenses for temporary lodging, meals (including groceries consumed during occupancy of temporary quarters), fees and tips incident to meals and lodging, laundry and cleaning of clothing will be totaled for each 30 day period to permit a comparison with the maximum amount for each specified period. If less than a 30 day period is authorized, or used, the maximum allowable amount will be based on the number of days authorized, or used, multiplied by the applicable daily rate. Expenses of local transportation and other expenses not directly related to lodging, meals and the laundry/dry cleaning of clothes are not reimbursable under this allowance.

#### **126 Special Rules**

##### **126.1 Married Couple Employees at the Same Post**

Each married couple employee may be granted the "initial occupant" rate under Sections 123 and 124, but only one of the couple may be granted applicable amounts for any additional family members (excluding spouse). Alternatively, the couple may agree to consider one spouse as a family member only.

##### **126.2 Payment During Periods of Official Travel**

The temporary quarters subsistence allowance may continue on behalf of any individual (employee or family member) during any period of official travel which authorizes per diem on behalf of that individual. However, payment shall be authorized only when the head of agency has determined that the employee has acted responsibly in retaining temporary quarters during the period of official travel. Payment for the temporary quarters maintained at the post of assignment shall be computed using only the lodging portion of the applicable per diem rate and the formulas found in Sections 123.3 and 124.3.

##### **126.3 Payment to Eligible Family Members of Deceased Employee**

When the employee has died while stationed in a foreign area, eligible family members may be reimbursed for up to five days of TQSA when the head of agency or designee determines it is necessary to occupy temporary quarters after vacating permanent quarters prior to final departure from post.

#### **127 Prohibitions**

Any post allowance which would be otherwise authorized under Section 220 of these regulations shall not be paid for any period during which the temporary quarters subsistence allowance is paid.

#### **128 Effective Dates of Revisions**

The temporary quarters subsistence allowance grant shall be appropriately revised as of:

- a. the effective date of an authorized change in the per diem rate of the post as shown Section 925 of the Standardized Regulations, (Government Civilians, Foreign Areas);
- b. the date of change in the employee's family size.

**129 Payment**

The grant of the temporary quarters subsistence allowance may be paid in a lump-sum amount. The allowance must be claimed by the employee on the Standard Form 1190. Employee should list the following in Box 15, Remarks: (1) Temporary Quarters occupied by the employee and family; (2) total claim being made for quarters and subsistence; and (3) total of any advance of funds provided under Section 113.2. Receipts and other documentation required by Section 125, or pertinent agency regulations, should be attached to the SF-1190 prior to submission to the approval or granting official of the agency.