

MASTER LABOR AGREEMENT

_____ BETWEEN _____

FEDERAL EDUCATION ASSOCIATION
STATESIDE REGION
(FEA-SR)

_____ AND _____

DEPARTMENT OF DEFENSE
DOMESTIC DEPENDENT
ELEMENTARY
AND SECONDARY SCHOOLS
(DDESS)

EFFECTIVE: 6 December 2005

FEA-SR / DDESS MASTER LABOR AGREEMENT

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ARTICLE 1

PREAMBLE

Section 1. Parties. Pursuant to the provisions set forth in Title 5, United States Code, Chapter 71, hereinafter referred to as the Civil Service Reform Act, the following Agreement is entered into between the Department of Defense (DOD) Domestic Dependent Elementary and Secondary Schools (DDESS), hereinafter referred to as the “Employer, Agency, Management, or DDESS,” and the Federal Education Association, Stateside Region, hereinafter referred to as the “Association, Exclusive Representative, or FEA-SR,” and collectively hereinafter referred to as the “Parties.”

Section 2. Intent and Purpose.

a. The intent and purpose of this Agreement is to comply with 5 U.S.C. 7101, *et seq.*, and to encourage and increase effective and harmonious work relationships between these two Parties. The Parties jointly affirm and declare that it is their mutual goal to provide a quality education for the children of the Department of Defense Domestic Dependent Elementary and Secondary Schools and to maintain high standards of personal performance.

b. The Parties hereto agree that this can best be accomplished through amicable discussion, mutual consideration of matters of interest to either party, the exchange of data and information pursuant to statutory requirements, the establishment of basic understandings relative to personnel policies and practices, and any other matters affecting other conditions of employment.

Section 3. Public Policy.

a. Whereas the Congress finds that experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their choosing in decisions which affect them, safeguards the public business, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment.

b. Whereas the Congress finds that the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government.

c. Therefore, labor organizations and collective bargaining in the civil service are in the public interest.

d. The Agency and the Association recognize that a professional educator's responsibility is to serve the educational needs of the student; and the employee's energies should, to the extent possible, be utilized to this end.

ARTICLE 2

MISSION STATEMENT

It is understood by and agreed between the Parties that the primary mission of DDESS is to provide to its students the highest quality of education possible within its resources.

ARTICLE 3

RECOGNITION

Recognition of Exclusive Representative.

a. The Agency hereby recognizes the Association as the exclusive bargaining agent and representative of all employees in the unit identified by FLRA Case Number WA-RP-90087, Certification of Consolidation of Units, dated April 11, 2000, and any other FEA-SR professional unit certified by FLRA subsequent to the date of this Agreement.

b. The bargaining unit members of DDESS covered by this Agreement are located at the following local DDESS school districts:

Camp Lejeune, North Carolina

Dahlgren

Fort Benning, Georgia

Fort Bragg, North Carolina

Fort Campbell, Kentucky

Fort Jackson, South Carolina

Fort Knox, Kentucky

Fort Rucker, Alabama

Fort Stewart, Georgia

Guam (Andersen Air Force Base and Naval Installation)

Laurel Bay, South Carolina

Maxwell Air Force Base, Alabama

Quantico, Virginia

Robins Air Force Base, Georgia

West Point, New York

c. Any successor unit certificate issued by the FLRA will automatically amend the unit description contained in (a) and (b) above.

The Parties will, however, engage in bargaining on the following issues for any new DDESS school(s) and/or district(s) which may be added to the unit: pay and official time.

d. The representation certificate identified in section 1. a. of this Article is attached at Appendix A.

ARTICLE 4

CONDITIONS OF THE AGREEMENT

Section 1. Laws, Regulations, Policies, and Prior Agreements.

a. It is understood and agreed by the Parties that in the administration of all matters covered by this Agreement, except as otherwise specifically provided for within this Agreement, the Agency, the Association, and the Agency's employees are governed by applicable laws and regulations.

b. The Parties also agree that all prior agreements, memorandums of understanding, letters of clarification, grievance resolution, and third party decisions which ruled on interpretation of contract provisions, executed between 5 July 1999 and the effective date of this agreement, remain in full force and effect throughout the life of the Master Labor Agreement unless superseded by this Memorandum of Agreement. This language is not intended to be read as extinguishing other agreement(s), letter(s), grievance resolution(s), or the like that are not superseded by the Agreement. To the extent a conflict arises between any language of the Master Labor Agreement and any language of a prior document as described above, the language of the Master Labor Agreement will prevail.

Section 2. Distribution of Agreement.

a. Further, the Parties agree that the Agency will re-print the Master Labor Agreement with all amendments, changes, and modified provisions. The Agency will distribute the reprinted Master Labor Agreement in paper or compact disk form to bargaining unit members and provide the FEA-SR Area Director fifty (50) paper copies of the reprinted Master Labor Agreement. The Agency also agrees that it will post the reprinted Agreement on an appropriate DDESS website. Upon reprinting and distribution of the Master Labor Agreement, the previous version will be rescinded; however, the rescinded version will be applied in adjudication of any grievance or third party proceeding, regarding any dispute over provisions of the previous version, which has been initiated through the negotiated grievance procedure prior to the effective date of this agreement.

b. Whenever an addendum to this Agreement is adopted by the Parties, a copy of the addendum will be provided to each bargaining unit member as soon as possible after reaching the Agreement. The addendum will then be added to the Agreement, and each copy provided thereafter will include a copy of the addendum.

ARTICLE 5

AGENCY RIGHTS

Statutory Rights. The Parties expressly agree that the Agency retains the right to:

1. Determine the mission, budget, organization, number of employees, and internal security practices of the Agency;
2. In accordance with applicable laws:
 - (a) Hire, assign, direct, layoff, and retain employees, or to suspend, remove, or reduce in grade or pay, or take other disciplinary actions against employees;
 - (b) Assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;
 - (c) With respect to filling positions to make selections for appointments from:
 - (1) among properly ranked and certified candidates for promotion; or
 - (2) any other appropriate source.
 - (d) Take whatever actions may be necessary to carry out the Agency's mission during emergencies.

ARTICLE 6

ASSOCIATION RIGHTS

Section 1. Exclusive Representative. The Association is recognized as the exclusive representative of the employees in the unit described in Article 3 and is entitled to act for and negotiate collective bargaining agreements covering all employees in the unit. The Association shall represent the interests of all employees in the unit pursuant to 5 U.S.C. § 7114(a)(1). The Association retains all bargaining rights provided under Chapter 71 of Title 5.

Section 2. Weingarten Rights.

a. The Association shall be given the opportunity to be present at any examination of a unit employee by a representative of the Agency concerning an investigation if:

(1) The employee reasonably believes that the examination may result in disciplinary action against the employee;

and

(2) The employee requests representation.

b. The Agency shall inform unit employees of their Weingarten rights by posting a written notice, on bulletin boards at each school and by distributing said notice in either written or electronic form, to each individual unit employee during September of each school year. All new employees

will receive like notice at the time of hiring.

*Section 3. **Formal Discussion Rights.*** The Association shall be given the opportunity to be represented at any formal discussion (which may include, for example, committees, meetings, training, and/or groups) between one or more representative(s) of the Agency and one or more bargaining unit members or their representative(s) concerning any grievance, any personnel policy or practices, or other general conditions of employment. Whenever possible, prior to the Agency initiating any formal discussion involving resolution of grievance(s) or discussions of personnel policy, practices, or other general conditions of employment, the Association shall be given twenty-four (24) hours advance written notification. The Parties understand that the Association shall inform the Agency, before any meeting herein described, of the identity of the Association representative(s) who will attend the meeting.

*Section 4. **Announcement of Association Officers.*** The Agency shall recognize the Association as the exclusive representative of its professional bargaining unit employees and, during the new teacher orientation and initial school district and school building faculty meetings of each new school year, shall announce the names of the elected and designated officials of the Association.

Section 5. Announcements at Faculty Meetings and Orientations.

a. The Association will be afforded the opportunity to make a presentation of not more than ten (10) minutes during the initial school district, and school building meeting, of each new school year, regardless of when the school district meeting is held.

b. The Association will be afforded the opportunity to make announcements at any regularly scheduled school district and school faculty/staff meeting.

c. The Association will also be afforded the opportunity to make a presentation of at least ten (10) minutes prior to the end of scheduled new employee formal orientations.

Section 6. Notification of Agency Responsibilities.

a. Each local DDESS school district will, within twenty (20) work-days of the beginning of each school year, provide the local Association President, each Faculty Representative Spokesperson or Building Representative, and the Association Area Director with a copy of the school district phone directory and the name and phone number of the managerial point of contact for the following issues and topics: Equal Employment Opportunity (EEO); employee pay; labor employee relations; employee benefits; leave; workers compensation; retirement; training; hiring; position classification; official travel; purchasing; supplies / equipment / technology;

school building security; safety; building maintenance; and property accountability.

b. Within twenty (20) workdays of the beginning of each school year, the Agency will provide to the Association Area Director a copy of the DDESS phone directory.

Section 7. Association Access to DoD, Department of Defense Education Activity (DoDEA), and DDESS Issuances.

a. The Agency shall provide to the Association General Counsel a current copy of “Unclassified DoD Issuances on CD-ROM” which contains all current DoD Directives and Instructions.

b. The Agency shall provide to the Association General Counsel two copies of all current DDESS Directives, Instructions, and Policy Letters which apply to bargaining unit members, as well as all current DoDEA Directives, Instructions, and Policy Letters which apply to DDESS bargaining unit members. The Agency also agrees to maintain a copy of these Directives, Instructions, and Policy Letters to which all bargaining unit members (at each local school district) will have access. Updated changes will be provided as issued.

c. The Agency also agrees to maintain at each local school district a set of current School Policies, as well as policies issued by the Superintendent, school principals, or any other management official, which apply to

bargaining unit members. The above will be available for review to all bargaining unit members. The Agency also agrees to provide a copy of all school policies mentioned above to the Association General Counsel.

Section 8. Representation on Committees.

a. DDESS Level Committees Appointed by the DDESS Director

- (1) The Association shall be entitled to select its representatives(s) to be member(s) of each DDESS level committee that is composed of Agency representative(s) and bargaining unit member(s) and that discusses personnel policies, practices, and/or terms and conditions of employment. The Association will be entitled to a representative or an equal number of representatives, but not to exceed three, as Agency members on the committee, whichever is greater. Association representatives will be in a paid duty status while working on committee activities, when required by the Agency, regardless of the time of day or time of the year that the committee works. The Association representatives will be paid at their earned hourly rate. Travel expenses, including per diem, will be paid in accordance with the Joint Travel Regulations (JTR).

(2) The Association shall also be entitled to nominate committee members who are to come from the bargaining unit. The bargaining unit members will be in a paid duty status while working on committee activities, when required by the Agency, regardless of the time of day or time of year that the committee works. The bargaining unit members will be paid at their earned hourly rate. Travel expenses, including per diem, will be paid in accordance with the JTR.

b. Local School District and School Building Level Committees

(1) The Association shall be entitled to select an Association representative to be a member of each local school district and school building level group or committee that is composed of Agency representative(s) and bargaining unit member(s) and that discusses personnel policies, practices, and/or working conditions. The Association representative will be in a paid duty status while working on committee activities, when such activities are required and approved by the Agency, regardless of the time of day or time of year that the committee works. The Association representative will be paid at his/her earned hourly rate. Travel expenses, including per diem, will be paid in accordance with the JTR.

- (2) The Association shall also be entitled to nominate committee member(s) who are to come from the bargaining unit. Such bargaining unit member(s) will be in a paid duty status while working on committee activities, when the activities are required and approved by the Agency, regardless of the time of day or time of the year that the committee works. Bargaining unit members will be paid at their earned hourly rate. Travel expenses, including per diem, will be paid in accordance with the JTR.

Section 9. Release of Association Area Director.

- a. The Association is entitled to the release from duty of one bargaining unit member to act as Area Director. The bargaining unit member to act as Area Director will be determined by the Association. The following protocol will govern the Area Director's employment:

- (1) While on release, the Area Director will receive his/her regular rate of pay for full-time (ten month) employment with DDESS. The Area Director will receive his/her pay over twenty-six pay periods.
- (2) While on release, the Area Director will receive all benefits of full-time employment with DDESS. These benefits

include, but are not limited to, retirement credit, health benefits, savings plans, sick leave, and personal leave.

- (3) When official travel is required, as determined and approved by the DDESS Director, for the Area Director to meet with Agency officials, the Area Director will receive government travel orders. Travel expenses will be paid in accordance with the JTR. Additionally, the DDESS Director will annually provide a letter of introduction for the Area Director to use for travel to DDESS school districts described in Appendix A. The letter will request that on-base field grade quarters be provided, if available.
- (4) A bargaining unit member released from duty to serve as Area Director under this section will be granted return rights to their former or similar position.

b. In the event that Agency officials initiate a meeting during a recess period with the Area Director covering bargaining under 5 U.S.C. 7114, the Area Director will be paid at his/her earned hourly rate.

c. The Agency will provide the FEA-SR Area Director a digital scanner for use in the performance of representational functions.

Section 10. Release Time for Local Presidents.

a. The Association is entitled to the release from duty of one local

Association President at each of the below noted districts as listed:

Fort Benning	
Fort Bragg	1/2 of each workday
Fort Campbell	to include lunch and 1/2 regular preparation time
Fort Knox	
Camp Lejeune	
Guam	

Fort Stewart	1 day per week
Fort Jackson	to include lunch or
Quantico	1/2 day twice a week
Fort Rucker	to include lunch and 1/2 regular preparation time

Laurel Bay	
Maxwell	1/2 day per week
West Point	to include lunch and 1/2 regular preparation time
Robins	
Dahlgren	

b. If the local Association President is a classroom teacher, then he/she will continue to be responsible for the following: report cards; grading and preparing lesson plans for subject area(s) he/she teaches; holding parent conferences as required; and other professional duties commensurate with his/her position.

c. If the local Association President is not a classroom teacher, then he/she will continue to perform professional duties commensurate with

his/her position; but those duties will be reduced in the same proportion as the release time described in section 10.a.

d. In cases of special circumstances, i.e., natural disaster, standardized testing, end-of-course exams, parent conferences, field trips, field days, the local Association President may elect or be required to forego the official time period for a given day.

e. The schedule of release will be determined by the Agency and the Association at the local level.

f. The local Association President will be paid by DDESS at his/her regular rate of pay for full-time (ten month) employment and will receive all the benefits given for full-time employment with DDESS.

g. When official travel is required to meet with Agency officials, the bargaining unit member released from duty will receive government travel orders. Travel expenses will be paid in accordance with the JTR.

h. In the event that Agency officials initiate a meeting during a recess period covering bargaining under 5 U.S.C. 7114, the bargaining unit member will be paid at his/her earned hourly rate.

i. The Agency recognizes the right of the Association to select or appoint its representatives for purposes of carrying out representational responsibilities.

j. When a local Association President gives three (3) days advance notice of an absence for more than five (5) consecutive workdays for reasons described in Section 2.a. of Article 21 of the MLA (Sick Leave), the local Association President may designate another bargaining unit member to assume the responsibilities of the President starting on the first day of such leave, to include appropriate release time as specified above.

k. When a local Association President gives three (3) days advance notice of an absence for more than five (5) consecutive workdays for reasons describe in Article 21, Section 4.a.(3) (Jury Duty), Section 4.a.(5) (Conference Attendance), or Section 7 (Military Leave), the local Association President may designate another bargaining unit member to assume the responsibilities of President starting on the third (3rd) day of such leave, to include appropriate release time as specified above.

l. In applying these provisions, the Agency retains the right specified in Section 10.d. above.

Section 11. Official Time.

a. Official Time shall be defined as time granted to an Association representative to conduct official representational duties or other activities as provided in 5 U.S.C. 7131. Official time may not be used to conduct internal Association business.

b. Bargaining units at DDESS school districts shall receive a bank of hours per school year to be used by Association officials and representatives for representational duties as follows:

Fort Benning Dependents Schools	220 hours
Fort Bragg Dependents Schools	220 hours
Fort Campbell Dependents Schools	220 hours
Fort Knox Community Schools	220 hours
Camp Lejeune Dependents Schools	220 hours
Guam DDESS District	220 hours
Laurel Bay Schools	150 hours
West Point School	150 hours
Maxwell Elementary Dependents School	150 hours
Robins Dependents Schools	150 hours
Fort Stewart Dependents Schools	110 hours
Fort Jackson Dependents Schools	110 hours
Quantico Dependents Schools	110 hours
Fort Rucker Dependents Schools	110 hours
Dahlgren	110 hours

These above-mentioned hours do not include official time provided by statute or regulation, or for Agency-initiated requests to meet with

Association official(s). If mutually agreed upon, additional official time may be granted.

c. Use of official time from the bank of hours shall normally be requested in writing two (2) workdays in advance utilizing the form at Appendix B. Any such time approved will be recorded on the same form.

d. Up to thirty-two (32) hours of official time per school year from each respective bank of hours may be used by Association-designated bargaining unit members at all districts, except the DDESS Guam District, to attend Association Area Council meetings. Up to forty-eight (48) hours of official time per school year from the bank of hours may be used by Association-designated bargaining unit members at the DDESS Guam District to attend Association Area Council meetings. The hours authorized for attendance at Association Area Council meetings are in addition to the release time provided under Section 10. of Article 6. Bargaining unit member attendees will be provided temporary duty travel (TDY) orders, i.e., permissive TDY orders. This travel order will include appropriate statements that the travel is at no expense to the Government, that no per diem or other travel reimbursement is authorized, that the travel is at the employee's request, and that no accounting citation is required.

e. In addition to the official time authorized in Section 11.d. above for attendance at Association Area Council meetings, the FEA-SR Area Director may identify five (5) additional employees within DDESS who may attend each Area Council meeting up to a maximum of eighty (80) hours per Area Council meeting. No later than thirty (30) days prior to the date on which the release time for attendance will occur, the Area Director must give written notice to the DDESS Labor Relations Specialist(s) of which employees (to include the employee's school and school district) have been identified to attend the Area Council meeting. Should any of the identified employees be unable to attend as planned, a substitute may be permitted to go in his/her place if notice of the need for attendance is provided to the DDESS Labor Relations Specialist(s) at least five (5) workdays in advance and the employee's absence from the worksite is approved by the supervisor.

f. Local Association Presidents who are on official time as described in Section 10 of this Article will perform duties as the elected local Association President in the office space provided by the Agency. Exceptions to this requirement would be attendance at meetings, scheduled meetings with the Agency officials, or other such requirements that necessitate the local Association President to be in

another location within the School District.

g. When official time is requested and granted for short periods of time (less than two hours), the Superintendent and Local Association President may mutually agree at the local level that such release time will be used at an alternate location within the School District.

h. Except for approved absences from the School District to attend Area Council meetings, training, or other events necessitating the Local President's absence from the District, official time will occur within the School District, to include traveling between schools within the district. Any period of official time performed away from School District property (excluding travel between schools within the District) requires the notification/ approval of the Superintendent of the School District.

Section 12. Office Space and Equipment.

a. Each local Association will be provided office space with a desk, table, locking file cabinet, chairs, an Agency-standard computer with software, printer, fax machine, and a private telephone line with long distance capability, if feasible. In providing an Agency-standard computer with software, printer, and fax machine, the Agency agrees to include the local Association office on the schedule for periodic

upgrades of office equipment (excluding furnishings) which is normally a three (3) to four (4) year cycle. Changes/upgrade of equipment will be scheduled with the local Association President. The Agency will, as far as possible, identify individuals who have access to the office space allocated for the Association's use.

b. The Agency agrees to pay the cost of installation for the telephone line; but all recurring operating costs, i.e., monthly long distance service, FAX and copy paper, etc., will be the responsibility of the Association.

c. All furniture and equipment is for Association business and may not be removed from school premises without written authorization from the Agency.

Section 13. Use of Facilities and Equipment.

a. Upon written request, the Agency agrees to provide space in a school building for Association meetings after duty hours. Use of the space will be contingent upon availability and will not interfere with any school activities or community functions. The Association will be responsible for the security and physical condition of the space/facility used.

b. The Association may use bargaining unit members' mailboxes within each school for distribution of Association notices, bulletins, and

other informational materials to bargaining unit members. All such materials must be clearly identified as Association materials.

c. The Agency shall also provide the local Association with a mailbox and/or distribution box identified for the exclusive use of the Association in each school and the school district office. The Association shall also have access to the school system's distribution mail service. Any mail addressed to the Association and received at a school will be placed in the Association's mailbox.

d. The Association representative/designee shall be provided direct access to a copy machine (as designated by the Agency) in each school for use in official matters. The Association shall provide the paper used for such copying.

e. The Association will be allowed use of up to one-half the space on existing bulletin boards located in teacher or faculty lounges or will be provided with a bulletin board in each school's faculty lounge or other appropriate location. Such bulletin board space shall be for the exclusive use of the Association.

f. Upon advance written notice, the Agency shall make reasonable effort to ensure that Association employees and officials are allowed access to military installations in order to conduct labor-management or Association business.

g. Upon written request by the Association, the Agency shall consider allowing the Association's use of other school-level facilities, equipment, and/or services not otherwise specifically mentioned in this Agreement.

Section 14. School Board Meetings.

a. The Local Association President or designee will be permitted to attend all local district school board meetings, including regularly scheduled meetings and working group meetings. Executive session meetings may be closed under 10 U.S.C. 2164 (d)(6). The Local Association President/designee may submit items for placement on the agenda. The Local Association President/designee may participate in school board discussions of agenda items in accordance with local school board procedures. A copy of the agenda and the previous month's minutes will be provided to the Local Association President/designee upon distribution to the school board. Official time will be provided if the meeting is held during the school day.

b. A copy of all minutes of open meetings of the board will be posted in each school upon approval and distribution.

c. These rights will apply to any future established school board(s).

d. If travel outside the commuting area is required for attendance at a school board meeting, the Local Association President, or designee, will receive reimbursement for travel expenses in accordance with the JTR.

Section 15. FEA At-Large Officers. In the event an FEA At-Large Officer is elected from the DDESS professional bargaining unit, the bank of hours of official time identified for the district where that bargaining unit employee works (Section 11b of this Article) will be increased by 160 hours of official time for the school year(s) during which the employee holds the position of FEA At-Large Officer. The FEA At-Large Officer will be accorded up to a maximum of twenty (20) workdays (160 hours) of official time as needed to attend FEA Board meetings, workshops, training, and the like. Requests for official time for this purpose will be submitted, at least five (5) workdays in advance, to the Superintendent of the FEA At-Large Officer's District on the form at Appendix B. Such requests for official time are subject to approval by the Superintendent.

ARTICLE 7

BARGAINING RIGHTS AND REQUIREMENTS

Section 1. Impact and Implementation Bargaining.

a. In the event that the Agency exercises its rights under 5 U.S.C. 7106(a), the following rules shall apply:

(1) For proposed changes which affect more than one District, the FEA-SR Area Director will be notified in writing of the proposed change(s), via certified mail, or hand-delivered with signed acknowledgment of receipt. For local School District or school building proposed change(s), the Local Association President will be notified in writing of the proposed action(s), via first class mail, or hand-delivered with signed acknowledgment of receipt; and a copy will be provided to the FEA-SR Area Director. All such written notification(s) will include a description of the proposed change(s) along with the Agency rationale for the change(s). The date of receipt for the certified mail, or the actual acknowledgment date in the case of personal delivery, will be the starting date for counting all future time requirements under this Article.

(2) If requested, the Association and the Agency will discuss the details of the Agency's proposed change(s).

(3) For proposed change(s) which affect more than one

District, the FEA-SR Area Director will have thirty (30) calendar days to submit written proposal(s) to the Agency's proposed change(s) to the office of the DDESS Director. For local School District or school building change(s), the Local Association President will have fifteen (15) calendar days to respond to the local Superintendent with any written proposal(s) to the proposed change(s).

(4) Bargaining sessions will commence during the normal business day and at a place convenient to the Agency and the Association. Local School District bargaining will normally take place at the local School District as defined in Appendix N. Association representatives, at the DDESS or School District level, involved in bargaining (including reasonable preparation time) with the Agency, will be in a duty status and on official time for pay purposes, regardless of the time of the day or part of the calendar year. Bargaining on local School District and school building change(s) will commence not later than ten (10) calendar days after receipt of the Association's proposal(s). Bargaining on proposed change(s), which affect more than one district, will commence not later than forty-five (45) calendar days after receipt of the Association's proposal(s).

(5) If, after proper notification of proposed change(s), the Association fails to respond with written proposal(s) during the time frames

listed above, the Agency may implement its proposed change(s).

(6) Impact and implementation bargaining, at all levels, may be accomplished through telephone, facsimile, video teleconferencing, etc., and/or person-to-person meetings. The Parties agree that bargaining unit members will be compensated for time spent in such bargaining in accordance with Section 1.a.(4) of Article 7.

(7) If travel is required for the FEA-SR Area Director to engage in such bargaining, the Agency will issue a government travel order and pay travel expenses in accordance with the Joint Travel Regulations.

b. The Agency recognizes the Association's right to information under 5 U.S.C. 7114(b)(4). The Parties agree that all such requests for information by the Association will be in writing (per the format in Appendix C) and will articulate why the Association needs the requested information, including the uses to which the Association will put the information and the connection between those uses and the Association's representational responsibilities. All such requests meeting the above-stated criteria will be processed by the Agency in ten (10) workdays. The Agency further agrees to provide to the Association, without charge and to the extent not prohibited by law, all such data and information normally maintained by the

Agency in the regular course of business, which are reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of bargaining, and which do not constitute guidance, advice, counsel, or training provided for Agency officials or supervisors, relating to collective bargaining. If the Agency needs clarification of a request for information or needs to communicate countervailing anti-disclosure interests on employee privacy concerns, it will do so in writing.

c. The Agency recognizes that the Association must be notified of all changes to personnel policies, practices, and/or terms and conditions of employment that impact bargaining unit members, prior to implementation, in accordance with Chapter 71 of Title 5. The obligation set forth above in the immediately preceding sentence includes, but is not limited to, the solicitation of volunteers and implementation of committee recommendations that constitute changes to personnel policies, practices, and/or terms and conditions of employment that impact bargaining unit members.

d. The Parties further agree that the terms and conditions of employment in existence during School Year 2004-2005 will be the basis on which to determine in the future if a change has occurred or is being proposed by the Agency. However, the Parties agree that normally a change in conditions of employment does not include assignment of non-

preparatory duties and responsibilities typically and customarily associated with the position to which assigned. The Parties recognize that changes to the manner in which duties are assigned may constitute a change in conditions of employment which would create an obligation for notice and subsequent impact and implementation bargaining.

e. When an Association representative(s) becomes aware that a change in the assignment of duties to professional bargaining unit members has occurred or is planned to occur which the Association believes rises to a level which should have created a bargaining obligation and the Agency has not provided notice of the change(s), the FEA-SR Area Director (or designee) will notify the assigned DDESS Labor Relations Specialist of the Association's desire to meet and discuss the change. In an attempt to resolve the matter, appropriate DDESS official(s) and Association representative(s) will, within two (2) workdays of such notification, discuss the change(s); and DDESS agrees to consider the Association's input in an attempt to resolve the matter. If, at the conclusion of the meeting between DDESS official(s) and the Association representative(s), the matter is not resolved to the Parties' satisfaction, either party may pursue their respective contractual and/or statutory remedies.

f. Any impact and implementation bargaining already begun over any changes in conditions of employment on the date of the execution of this MOA will be allowed to continue.

Section 2. Mid-Term Bargaining. The Parties agree that during the twelfth (12th) month of this Agreement that either side may propose bargaining over any DDESS-wide matter not reasonably covered by or contained in this Agreement. When mid-term bargaining is proposed, the following procedures will be followed:

a. Initial bargaining requests will be sent via certified mail, return receipt requested, or hand-delivered with signed acknowledgment of receipt, to the DDESS Director; or, in the case of Agency-requested bargaining, to the Association Area Director.

b. The initial bargaining requests will include proposals and a written explanation of the result desired by the proposals.

c. All requests by the Association for information will follow the procedures set forth in Section 1.b. of this Article.

d. Within thirty (30) days of receipt of the request to bargain, the Parties will meet to discuss ground rules and a subsequent schedule for the submission of counter-proposals and bargaining.

Section 3. Bargaining Levels.

a. DDESS Level Bargaining

- (1) Issues that affect more than one DDESS school district will be bargained at the DDESS/Association's regional level.
- (2) The Association and the Agency will determine the make-up of their own DDESS level bargaining teams.
- (3) The Association bargaining team will be in a paid duty status on official time during all bargaining, regardless of the time of day or part of the calendar year. Pay for all bargaining team members during bargaining will be at each individual bargaining team member's earned hourly rate.

b. Local School District Level Bargaining

- (1) Issues unique to a local school district, or individual school, will be bargained by the local Association and Agency representative(s).
- (2) The Association and the Agency will determine the make-up of their own local bargaining teams. Each local Association bargaining team will be made up of no less than two members. If the local Agency bargaining team exceeds two members, then the local Association bargaining team will be entitled to the same number as the local Agency team.

- (3) The Association bargaining team will be in a paid duty status on official time during all bargaining, regardless of the time of day or part of the calendar year. Pay for all bargaining team members during bargaining will be at each individual bargaining team member's earned hourly rate.
- (4) If applicable, all agreements reached will become binding on the District.

ARTICLE 8

EMPLOYEE RIGHTS

*Section 1. **Statutory Rights.*** Each employee shall have the right to form, join, or assist any labor organization, or to refrain from such activity, freely and without fear of penalty or reprisal; and each employee shall be protected in the exercise of such right.

*Section 2. **Right to Representation.***

a. Employees of the unit have the right, regardless of Association membership, to bring matters of personal concern to the attention of appropriate Agency officials, with or without assistance from Association officials.

b. When filing a complaint or appeal under any system other than the negotiated grievance procedure, employees shall have the right to be represented by a representative of their own choosing.

c. Each employee may seek assistance from his/her Association representative at any time during the duty day when neither is involved in assigned duties.

d. If a member needs immediate assistance from an Association representative during instructional time, the employee shall contact the school principal; and if the principal determines that work conditions permit,

the employee and the Association representative will be released and provided coverage for their responsibilities. The Association representative will be required to complete an official time request form (Appendix B) and have it approved by the appropriate management official.

e. Nothing in this Agreement shall require an employee to become or to remain a member of the Association or to pay money to the Association except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 3. Official Personnel Files.

a. Only documents or data authorized by Office of Personnel Management (OPM) regulations shall be retained in the employee's Official Personnel File (OPF). Only one OPF shall be kept for each unit member, and it shall be maintained at the servicing personnel office. Upon written request, a copy of the OPF will be furnished to the employee.

b. In addition to the OPF, the Agency reserves the right to maintain employee file(s) at the DDESS Headquarters, DoDEA Personnel Center, local school district, and/or supervisory levels. Upon written request, the Agency will notify the employee of all files retained on said employee. Employees will have access to, and are authorized to make copies of, documents in their employee file(s) as provided by applicable law, rule, or regulation.

c. Information contained in the OPF or any employee file(s) will be made available to authorized persons only for official use as provided by applicable law, rule, or regulation.

d. An employee has the right to request in writing that a document(s) be removed from his/her employee file. The Agency will respond expeditiously in writing to any such requests.

e. Records of admonishments and letters of caution, warning or requirement, shall not be placed in the employee's OPF. Letters of reprimand, and any response(s) thereto, shall be removed from the employee's OPF not later than two years from the date of the letter of reprimand, but may be removed earlier at the supervisor's discretion.

f. Unless otherwise required by law, rule, or regulation, Agency officials will not initiate or respond to a request for information about a unit employee, or former unit employee, from a prospective non-Federal employer and/or educational/professional certifying agency unless the employee has submitted a signed release. Absent a requirement under law, rule, or regulation, or a signed release from the employee, the Agency will only provide the following information: name; position(s) held; annual salary; and period(s) of employment.

Section 4. Pay Records.

a. In the event that a unit employee's paycheck is not received on the established payday, upon the unit employee's request, the Agency will request from the servicing finance office that a replacement check be issued as soon as possible. The Agency agrees to pay interest on any pay received more than thirty (30) days beyond its due date as provided by law, rule, or regulation.

b. Unit employees are encouraged, but not required, to maintain official documents they receive related to pay and leave and to carry such documents with them when they are transferred or reassigned.

c. When the finance records of a unit employee are lost, destroyed, or delayed in conjunction with a reassignment or transfer, the Agency agrees to accept the unit employee's most recent "Leave and Earnings" statement or Standard Form 50, Notification of Personnel Action, as evidence of the proper basis for payment until the actual pay records have been reconstructed or received.

Section 5. Investigations. If a unit employee is to be served with a warrant or subpoena or is to be interviewed in connection with an investigation while at school, the Agency shall make reasonable efforts to ensure that such activity is done in private without the knowledge of other employees or students.

Section 6. Telephone Access.

a. The Agency shall make every reasonable effort to ensure that bargaining unit members responsible for confidential information, other than classroom teachers, will be provided a telephone in their office or work areas. If the bargaining unit member is a teacher, then, where possible, the Agency shall make reasonable effort to ensure that members have a telephone in their respective classrooms. The Agency shall also make reasonable efforts to ensure that unit employees have privacy on the school site for making necessary phone calls to parents of students, personnel offices, school administration offices, military offices, and other Agency officials.

b. Unit employees shall be authorized to make local or non-toll telephone calls for necessary personal business from government telephones. Such calls shall be kept to a minimum and should not interrupt classroom instruction or other assigned duties.

Section 7. Resignation and Retirement.

a. A unit employee is free to set the effective date of his/her resignation or retirement, except as otherwise provided by law, rule, or regulation.

b. The Agency will make available annual training on retirement for interested employees who are within five (5) years of their eligible retirement date. Other interested employees may attend if not otherwise engaged in instructional or assigned duties.

Section 8. Processing Paperwork upon the Death of an Employee.

The Agency shall ensure that appropriate personnel actions related to the death of a unit employee are processed expeditiously after receipt of a certified copy of the death certificate.

Section 9. Providing Position Descriptions.

a. Upon initial employment, and thereafter upon request, each bargaining unit member will be provided with a copy of his/her current position description.

b. The Agency recognizes that the Association is entitled to bargain the impact and implementation of changes to position descriptions that change terms and conditions of employment in accordance with 5 U.S.C. Chapter 71.

c. The Parties agree that, as of the date of execution of this contract, uniform position descriptions do not exist. Until uniform position descriptions are established by the Agency, position descriptions do not constitute personnel policies, practices, and/or terms and conditions of employment for bargaining unit members.

Section 10. Compensation Information.

a. Upon being hired, and thereafter at the beginning of each school year, each unit member will be provided an applicable salary schedule.

b. Upon a bargaining unit member submitting a written request to the Agency within the first sixty (60) days of each new school year, the Agency will provide the unit member with a worksheet (Appendix D) explaining their salary breakdown for the year. If necessary, the worksheet will be updated and redistributed once during the year if the employee so requests in writing. The worksheet will reflect what the employee has earned by pay period compared with what the employee has received and the cumulative result of salary earned compared to salary paid. This information will allow employees to identify the pay period(s) in which salaries earned and paid are at a “break-even” point.

Section 11. Parking. The Agency agrees to make reasonable effort to ensure that unit employees have accessible parking to the work site.

Section 12. Providing Storage Space. Each unit member will be provided at least one locking storage area, i.e., cabinet, file cabinet, desk, closet, etc., for the storage of his/her personal belongings during the school day. Additionally, the Agency will make reasonable effort to provide

adequate storage space for employment-related supplies, materials, and equipment.

Section 13. Providing Access to Work and Storage Areas.

a. Access will be provided to facilities and equipment that are required in the performance of a bargaining unit member's duties during normal school hours.

b. The Agency will make reasonable effort to provide unit employees access to school facilities and equipment after normal duty hours and during all recess periods, where health, safety, and security concerns can be met.

c. The Agency shall not open locked storage areas located in the unit employee's work area unless the member has been given the opportunity to be present or has given written consent, except for emergencies that necessitate such action or situations which may endanger the health or safety of students or employees.

Section 14. Relocation of Equipment and Furniture.

a. The Agency will make reasonable efforts to ensure that unit members who must have unique materials or large equipment to adequately perform their duties (e.g., science, music, art) shall be assisted in the movement of these items and not be required to move them alone.

b. Relocation of equipment, furniture, storage cabinets, and bookshelves located in the unit member's work area, shall occur, if possible, when the employee is present.

*Section 15. **Staff Lounge.*** The Agency will provide a minimum of one faculty lounge per school for use by bargaining unit members and other Agency staff. Where feasible, the lounge shall be furnished with a couch, chair, a table and chairs, a microwave, a refrigerator, a soda machine, and a telephone. The lounge will be maintained by the Agency.

*Section 16. **Dress and Appearance.*** Unit employees are expected to comply with reasonable apparel and grooming standards that are derived from consideration of health, safety, and type of position occupied. Any prohibitions by supervisors on unit employee dress and appearance must be based on a clear showing that the prohibited appearance item contributes to an unsafe, non-productive, or disruptive work environment.

*Section 17. **Grades.***

a. All unit members must utilize the grading system established within their respective schools.

b. In the event that the grade(s) of a student are challenged, the employee will be provided with an opportunity to explain and justify the grade(s) assigned.

c. In the event that any grade is changed by the administration of the school, or the employee is directed by the administration to change the grade(s), the employee will be provided with a written statement from the Agency stating that the grade(s) was changed by the school administration.

ARTICLE 9

GENERAL ADMINISTRATION PROCEDURES

*Section 1. **Assignment Due to Temporary Illness or Injury.*** A unit employee recuperating from an illness or an injury and temporarily unable to perform his/her full-time duties may submit a written request to his/her supervisor for a temporary assignment to limited duty. The employee has the responsibility to support his/her request with appropriate medical documentation as provided in 5 C.F.R. Part 339. The Agency shall consider granting such temporary assignment if supported by appropriate medical documentation, and a position to which the unit employee may be detailed is available. The Agency may also consider reasonably modifying the employee's current job, if appropriate.

*Section 2. **Voice and Tape Recordings.*** The Parties agree that during any private conversation or meeting, attended by DDESS management official(s) and bargaining unit member(s), that no voice or tape recording will be made without the assent of all present.

*Section 3. **Probationary Employees.***

a. Newly hired permanent employees must serve a continuous one-year probationary period within the same DDESS school district.

b. Newly hired, rehired, and/or promoted permanent employees, with prior experience in the DDESS or DoDDS systems who have successfully completed a probationary period of at least one (1) year in a certified bargaining unit position, will not have to complete another probationary period.

c. All newly hired permanent employees, including those serving a probationary period, will receive full benefits from the date of initial appointment in accordance with appropriate law, rule, and regulation.

d. The Agency will utilize “Not to Exceed” (NTE) appointments in accordance with OPM regulations. If a bargaining unit member successfully completes two consecutive NTE appointments of at least 180 calendar days each and if rehired in that school district, that person will serve no probationary period.

Section 4. Unfair Labor Practices.

a. At least fifteen (15) calendar days before filing an unfair labor practice charge with the Regional Office of the Federal Labor Relations Authority, the initiating party will identify clearly to the charged party the basis of the possible unfair labor practice charge and the circumstances surrounding it.

b. During the fifteen (15) calendar-day period, the Parties may confer to discuss and attempt in good faith to settle any alleged violations of the Federal Service Labor Management Relations Statute that may become the basis of an unfair labor practice charge if not resolved informally.

c. Excluded from the above procedures are allegations that, if filing were delayed, would result in substantial or irreparable harm to the filing party's interest or property (e.g., those situations that would justify injunctive relief in a Federal Court) or would result in an untimely filing of the unfair labor practice charge.

Section 5. Solicitation Activities.

a. Although the Parties support DoD and Agency-authorized savings bond and other charitable activities, no employee(s) will be coerced by the Agency to participate in or contribute to any savings bond or charitable activity.

b. Employees may not engage in non-DoD or non-Agency authorized solicitation activities within the work site during duty hours. Employees may not utilize Agency-produced employee listings, rosters, or directories or utilize Agency records to produce such listings, rosters, or directories for the purpose of mailings (to include electronic transmissions) or solicitation of products or services.

Section 6. Sign-in / Sign-out. The Agency has determined that DDESS School Districts will not use general sign-in and sign-out requirements for bargaining unit members. However, individual sign-in and sign-out requirements may be used, at the discretion of the Superintendent and/or Principal, only for individual employees who have tardiness problems or who have left the work site early without permission.

ARTICLE 10

ASSOCIATION AND DDESS COOPERATION

Section 1. Providing Information.

a. By the end of the fourth week of the beginning of each school year, the Agency will provide the FEA-SR Area Director with a listing of bargaining unit members, organized by school district, containing each bargaining unit member's name and job title. An update of the listing will be provided to the Association in February of each year.

b. The Agency agrees to provide the FEA-SR Area Director a listing in September and February of each year of all employees in the bargaining unit who have separated, resigned, retired, or died. The Agency also agrees to provide a promotion list of all bargaining unit employees during September and February of each year.

Section 2. Partnership Committee (PC). To promote and facilitate understanding and constructive relationships between the Association and the Agency, the DDESS Director and the Area Director, FEA-SR, will meet periodically to discuss matters of mutual concern to include labor relations training for bargaining unit members.

Section 3. Communication.

a. In the administration of this Agreement, channels of communication for both Parties shall normally be as follows:

- (1) Individual School Level - School Administrator and Faculty Representative Spokesperson (FRS). The Local Association President will notify management of the bargaining unit member within the individual school who represents the Association.
- (2) District Level - The district Superintendent or designee and the Local Association President or designee.
- (3) DESS Level - The DDESS Director or designee and the FEA-SR Area Director or designee.

b. Every effort shall be made to resolve disputes involving the application or interpretation of this Agreement at the lowest possible organizational level prior to elevating the matter to the next higher level.

c. The Association shall notify the Agency as soon as possible after this Agreement is signed of the names of the unit employees designated to represent the Association at the various levels. The Agency shall notify the Association as soon as possible after this Agreement is signed of the individuals' names designated to represent the Agency at the various

levels. Thereafter, the Parties at the appropriate level will notify each other in writing as soon as possible of any change of their respective representatives.

ARTICLE 11

HEALTH AND SAFETY

Section 1. Safe and Healthy Working Conditions.

a. The Agency recognizes its responsibility to provide and maintain a safe and healthy work environment and to follow government guidelines regarding environmental conditions for Federal buildings. The Agency therefore commits to make reasonable efforts in this regard to contain asbestos and provide sanitary facilities, mold-free air, adequate lighting, ventilation, heating, air conditioning, and work areas free from pollutants and excessive noise levels.

b. The Agency will make reasonable efforts to provide a work area free of weapons, explosive devices, and threatening behavior.

c. The Agency will make reasonable efforts to establish channels of communication with officials of the host military department and to ensure that adequate support is provided to maintain a safe and healthy work environment.

d. The Agency shall notify the Local Association President and appropriate Faculty Representative Spokesperson when the Agency becomes aware of health and safety problems in a school or schools.

e. The Association commits to cooperating with the Agency to provide and maintain a safe and healthy work environment by making reasonable efforts to encourage employees to adhere to established safety regulations and to otherwise perform their respective duties in a safe manner.

f. The Agency will train employees in appropriate safety matters.

g. Employees will be alert to unsafe practices, equipment, or conditions, as well as environmental conditions, within their immediate areas that might represent suspected health hazards. If an employee observes a condition that a reasonable person would perceive as unsafe, the employee shall report same to his/her immediate supervisor.

h. The Agency agrees to request the host base Industrial Hygiene Office to make determinations concerning bargaining unit member(s)' exposure to chemical or physical hazards. If appropriate, the Industrial Hygiene Office will place the employee on medical surveillance, document the exposure and treatment in the employee's medical record, and provide the employee a copy.

Section 2. Inspections. The Agency shall request periodic inspections (but not less than bi-annually) by host military base officials for compliance

with health and safety requirements and identification of unsafe, unhealthful, or hazardous conditions. Copies of inspection reports will be furnished to the Local Association President.

Section 3. Safety Equipment and Apparel. Protective clothing, devices, and safety equipment required by the Agency shall be furnished by the Agency and used by the employee.

Section 4. Federal Employees Compensation Act / Workers'

Compensation. Work-related accidents or illness will be administered by the Agency under the Federal Employees Workers' Compensation Act. FECA information and claim forms may be obtained from the servicing personnel Site Office. The Agency will post a copy of the current Workers' Compensation guidelines on each official bulletin board and will update it when appropriate.

Section 5. Threats Against the Safety of the School.

a. The Agency shall notify the Local Association President of threats made to the safety or security of all district facilities where bargaining unit members are assigned, when and if such information is made available to the Agency for release by the host military service.

b. In the event that any school building is evacuated in whole or in part by reason of any report or threat of damage thereto by bomb, fire, or

other lethal instrument or incident, employees will not be required to participate in any search for such lethal or destructive instrument(s).

Section 6. Emergency Procedures.

a. When the Agency determines that conditions are so severe that students are unable to get to school, or that a late start or early dismissal hour for students is warranted, the Agency may cancel school, authorize use of excused leave by employees, or re-schedule the school day, as appropriate. The Agency will make reasonable effort to notify employees of cancellations or delays as early as possible.

b. In the event school is closed more than two (2) days during the school year, the Agency may re-schedule the day(s) lost from non-instructional days or extend the work year.

c. In the event the school day is officially canceled by the Agency, employees may be required to report for duty.

d. Employees will be paid their earned hourly rate for all days required to be made up beyond the work year requirements as described in Article 18.

e. When an early dismissal hour is declared before the end of the school day due to adverse conditions, unit employees may be excused from duty at a time determined by the Agency after the students have been

dismissed for the day.

Section 7. Assistance with Recoupment of Lost or Damaged Property.

When a unit member suffers a loss or damage of personal items on school grounds or facilities, the Agency will refer the employee to the local office of the Staff Judge Advocate, Claims Section, for appropriate information and claims processing.

Section 8. Assistance If an Employee is Assaulted.

a. Management will make reasonable efforts to ensure the safety of its employees.

b. Bargaining unit members shall report to their principal or other immediate supervisor cases of physical assault and/or verbal threats suffered by them in connection with their employment.

c. When an employee's absence arises out of assault or injury incurred in connection with his/her employment, the unit member shall be entitled to such compensation as provided for in 5 U.S.C. 8101 *et seq.*

Section 9. Employee Assistance Program.

a. The Agency shall notify unit employees annually of the existence of the Employee Assistance Program (EAP).

b. If the Agency or affected employee feels that referral to the EAP is necessary, it shall be arranged as expeditiously as possible.

*Section 10. **Communication Devices in Classrooms.*** Whenever possible, all instructional classrooms shall be equipped with some form of operable two-way intercommunication device for direct contact with the school office.

*Section 11. **Hepatitis Vaccination and Flu Shots.***

a. Hepatitis B vaccinations shall be administered in compliance with the OSHA Bloodborne Standard 29 C.F.R. 1910.1030 and Universal Precautions published by the Center for Disease Control. Unit members who are not listed as “At Risk” may make written requests to their immediate supervisor to be included in the vaccinations; however, the Agency retains the right to approve or disapprove the request.

b. The Agency will request the host military sponsor to make annual flu shots available for unit employees free of charge.

ARTICLE 12

STUDENT DISCIPLINE

*Section 1. **Student Discipline.*** The Association and the Agency agree that the maintenance of the appropriate standards of student discipline promotes an optimum learning environment. The Agency and unit employees are responsible for maintaining discipline in accordance with standards established by the Agency. The Agency shall provide support and assistance to unit employees in their efforts to maintain discipline. When there are instances of persistent and/or severe misbehavior, the Agency, if it deems it appropriate, will bring together family, community, school officials (including teachers), and any other appropriate individuals, including the unit commanding officer, in an effort to facilitate improvement in the student's behavior. The Parties recognize that the final decision and responsibility concerning student discipline is retained by the Agency.

*Section 2. **Student Discipline Policy.*** Each bargaining unit member is responsible for carrying out the Agency's student discipline policy and shall be provided copies of the Agency's policies, guidelines, and regulations concerning pupil behavior and discipline.

ARTICLE 13

PLACEMENT OF CHILDREN WITH DISABILITIES

Section 1. Policy. Disabled students will be educated to the maximum extent appropriate with non-disabled students. The provision of special education and related services, including eligibility, placement decisions, and procedures, will be in accordance with DoD Instruction 1342.12, "Provision of Early Intervention and Special Education Services to Eligible DoD Dependents."

Section 2. Training. In-service training of general and special education instructional and support staff to effectively implement DoD Instruction 1342.12, "Provision of Early Intervention and Special Education Services to Eligible DoD Dependents," will be provided to unit members by the Agency.

Section 3. Eligibility, Services, and Placement.

a. The Agency recognizes the importance of the regular classroom teacher's input during the Case Study Committee (CSC) process. As such, one or more of the child's regular classroom teachers, if appropriate, must participate in a CSC that determines a child's eligibility for special education services. Additionally, one or more of the child's regular

classroom teachers, if appropriate, must participate in a CSC that develops and/or reviews a child's individualized education plan (IEP) and determines appropriate placement in the least restrictive environment.

b. The Parties recognize that some IEPs may cause changes in conditions of employment necessitating impact and implementation bargaining in accordance with Chapter 71 of title 5, United States Code. The Parties recognize, however, that provision of special education services cannot be delayed pending completion of bargaining. As such, the Parties agree that, when bargaining is required, the required special education services will be provided to students; and any agreement subsequently reached through the bargaining process will be applied retroactively.

Section 4. Agency Consideration of Bargaining Unit Member Request for Placement of Students with Disabilities. The placement of students with disabilities is at the discretion of the Agency and must be in accordance with a child's IEP. However, at the end of the school year, the Agency will accept requests from teachers for placement of students with disabilities in their class for the following school year.

Section 5. Teacher Input. As a member of the CSC, the teacher has an equal voice in determining the nature and delivery of services required to

meet the goals and objectives of the student's IEP. At any time, the teacher may request that the CSC be reconvened to review the services being provided and propose modifications to the IEP based on student progress in the class.

*Section 6. **Pupil Teacher Ratio (Class Size).*** The Agency recognizes the need to take into consideration the number of students with disabilities and the severity of their disabilities when placing such students in regular classes. Consistent with the Agency's resources, pupil-teacher ratios (class size) will reflect such consideration.

*Section 7. **Request for Assistance.*** The Agency will consider requests for assistance, especially in cases of self-contained special education classrooms.

ARTICLE 14

PROFESSIONAL MATTERS

Section 1. Academic Freedom. The Parties acknowledge that the Agency determines the mission, basic educational policies, curriculum, and the overall academic development of students enrolled in the schools. Unit employees are free to develop their own plans of instruction and counseling subject to the guidelines and provisions for review established by the Agency.

Section 2. Individually Developed Materials.

a. Educational materials individually developed by the unit member on his/her own time using non-government materials are the property of the bargaining unit member and may be economically exploited subject to the Joint Ethics Regulation (JER) and other applicable Federal ethics rules and regulations.

b. Bargaining unit members may always request an opinion from the Agency's Designated Ethics Official regarding ownership and economic exploitation of individually-developed educational materials.

ARTICLE 15

PERFORMANCE APPRAISAL SYSTEM

*Section 1. **Objective.*** The primary objectives of the DDESS performance appraisal system for bargaining unit members are improved instruction and educational services.

*Section 2. **Application.*** DDESS professional bargaining unit employees covered by this Agreement shall receive performance appraisals per DoDEA Regulation 3000.1, "DoD DDESS Performance Appraisal Program for Teachers and Other Professional Bargaining Unit Members." Prior to amending this instruction, the Agency will first notify the Association and provide an opportunity to bargain in accordance with Chapter 71 of Title 5, United States Code. The Agency shall apply performance standards in such a manner that a competent employee can reasonably be expected to attain them. Employees shall be informed of the supervisors who will evaluate their performance.

*Section 3. **Performance Appraisal Plan.*** The performance appraisal plan will include all of the recorded elements that set forth expected performance. The performance appraisal plan must include all: (1) critical elements, i.e., work assignments or responsibilities of such importance that

unacceptable performance on the element would result in a determination that an employee's performance is unacceptable; and (2) performance standards, i.e., a description of the fully successful performance level for each element (critical and non-critical). The performance standards may include quality, quantity, timeliness, and manner of performance. Some performance standards may be non-applicable during the performance appraisal period. A copy of the performance appraisal plan (critical and non-critical elements and performance standards) shall be reviewed with, and furnished to, each employee. New elements and standards created for bargaining unit members after the execution of this Agreement will be bargained with the Association to the extent required by Chapter 71 of Title 5.

Section 4. Formal Observation Schedule.

a. The Agency has determined that an appraiser may formally observe a probationary bargaining unit member in his or her primary duty a minimum of three (3) times in the school year. For employees hired prior to 15 November of the school year, the first formal observation (to be held prior to the 1st of February in each school year) may be announced in advance, and a pre-observation conference may be held between the appraiser and the employee. Subsequent observations may or may not be

announced. Formal observations may be followed within a five (5) school-day period by a conference between the appraiser and the employee to communicate observation feedback. The employee may submit a written response within five (5) school days thereafter.

b. The Agency has determined that an appraiser may formally observe other bargaining unit members a minimum of one (1) time per school year. Such observation(s) may or may not be announced in advance. Such formal observation(s) may be followed within a five (5) school-day period by a conference to communicate observation feedback. The employee may submit a written response within five (5) school days thereafter.

*Section 5. **Appraisal.*** Appraisal results shall be used to:

a. Recognize, acknowledge, and encourage excellence in employee performance;

b. Document satisfactory employee performance in the assigned areas of responsibility;

c. Identify areas in which the employee may need improvement; and/or

d. Document performance judged to be unacceptable based on the performance appraisal plan.

Section 6. Assistance.

a. In those instances where improvement is necessary, the Agency shall provide assistance to improve unacceptable performance prior to proposing any performance-based action (excluding reassignment). To this end, the Agency shall provide timely notice to the employee of unacceptable performance in one or more critical elements. The notice shall be provided in writing to the employee, and the employee will be provided a reasonable opportunity to improve performance. The notice will include:

- (1) The critical element(s) of the performance appraisal plan that is unacceptable, including description(s) of specific performance deficiency (or deficiencies);
- (2) Improvement(s) the employee must make to attain satisfactory performance;
- (3) The action(s) the Agency will take to help the employee improve; and
- (4) A reasonable time frame within which the employee has to improve the unacceptable performance prior to Agency action.

b. While the performance improvement period requirements stated above in subparagraph a. are not applicable to probationary employees,

the Agency may elect to utilize those, or other similar procedures, to assist probationary employees to improve their performance.

Section 7. Notice. An employee whose removal is proposed under this section is entitled to:

a. Thirty (30) days advance written notice of the proposed action which identifies:

- (1) specific instances of unacceptable performance by the employee on which the proposed action is based; and
- (2) the critical elements of the employee's position involved in each instance of unacceptable performance;

b. A copy of the documentary evidence, if any, relied upon in proposing the action;

c. Be represented by an attorney and/or other representative;

d. A reasonable time to answer orally and in writing; and

e. A written decision which, in the case of a removal under this section, specifies the instances of the employee's unacceptable performance on which the removal is based and the employee's rights under the appropriate grievance and/or appeal procedures.

Section 8. Removal Based on Unacceptable Performance. Bargaining unit members may not be removed except for such just and sufficient cause

as will promote the efficiency of the service, unless appropriate administrative or judicial authority determines that Title 5, United States Code, Chapter 43, is applicable. The Agency may elect, at its discretion, other appropriate action in lieu of removal.

Section 9. Association Assistance. The Parties recognize that, except for the initial supervisor/employee meeting at the beginning of the school year when the performance appraisal plan is reviewed, all subsequent performance meetings are generally not formal discussions to which the requirements of *Section 3* of Article 6 are applicable. Nevertheless, the Agency recognizes that in many instances attendance of an employee's Association representative may facilitate the meeting, contribute to improving the employee's performance, and/or assist the employee in understanding the performance issues. As such, the Agency official may allow for the presence of an Association representative.

ARTICLE 16

DUES ALLOTMENTS

Section 1. Authority. The employer shall deduct Association dues from the pay of all eligible employees who voluntarily authorize such deductions in accordance with the provisions set forth herein.

Section 2. Payroll Deduction. Bargaining unit employees may have their Association dues deducted through payroll deduction provided:

- a. The employee is a member in good standing of the Association;
- b. The employee has completed an SF-1187, "Request for Payroll Deductions for Labor Organization Dues." This form may be submitted and dues withheld at any time in accordance with Section 4. of this Article;
- c. The employee receives pay on the regularly scheduled paydays; and such pay is sufficient, after all deductions required by lawful authority, to cover the full amount of the dues allotment; and
- d. During any pay period in which there are insufficient funds in an employee's paycheck to cover dues-withholding, no withholding will be deducted from that pay period. A list of employees having insufficient funds for dues-withholding purposes will be furnished to the FEA-SR Area Director. The Agency will not be responsible for collecting dues not withheld due to insufficient funds.

Section 3. Association Responsibilities. The Association agrees to:

a. Notify the Defense Finance and Accounting Service (DFAS), or the servicing payroll office in writing of the amount of Association dues by September 15 and any changes in the dues amount thereafter;

b. Notify the DFAS or servicing payroll office in writing of the name and address of the payee to whom the remittance check should be made;

c. Provide the standard allotment forms, SF-1187, to unit members as requested;

d. Forward any completed SF-1187 forms to the Local School System payroll technician. The Agency's obligation to deduct dues does not commence until receipt of the employee's completed SF-1187. Yearly SF-1187s are not required;

e. Notify the designated DDESS Area Service Center Labor Relations Specialist promptly and in writing if an employee ceases to be a member in good standing;

f. Assist the Agency in resolving any claims and disputes arising by reason of the Association's actions relating to the amount of dues-withholding; and

g. Reimburse the affected employee(s) when an excess amount of dues deduction is taken from an employee's pay.

Section 4. Agency Responsibilities. The Agency agrees to:

a. Promptly process voluntary dues allotments in the amount certified by the Association;

b. Withhold dues in equal amounts over fifteen (15) full pay periods beginning with the first paycheck after October 15. For all new requests for payroll deduction, if the SF-1187, "Request for Payroll Deductions for Labor Organization Dues," is submitted by September 15, dues will be deducted in fifteen (15) full pay periods beginning with the first paycheck after October 15. If the SF-1187 is submitted after September 15, the dues deduction will begin the first full pay period after submission of the SF-1187 but not earlier than October 15. If less than fifteen (15) full pay periods remain in the pay year after submission of the SF-1187, the Agency will collect the normal dues amount (1/15th of the total dues allotment amount) from each remaining full pay period. The Association will assume responsibility for collection from the employees of any dues amount not withheld as a result of there being less than 15 full pay periods in the pay year remaining after submission of the SF-1187;

c. Transmit funds (remittance checks, electronic fund transfer, etc.) to the FEA Stateside Region for dues withheld for its account. The transmittal shall be made no later than ten (10) workdays following the day

that the related salaries were paid to the unit members. Such remittances will be made to the Association officer designated in writing by the FEA-SR Area Director of the Association. Remittances shall show the names of participating unit members, the DDESS local school District assigned, the amounts withheld, and the pay period from which deductions were made;

d. Maintain SF-1188s (Cancellation of Payroll Deductions for Labor Organization Dues) and furnish the forms to unit members upon request; and

e. Expeditiously correct government error in the dues-withholding process. Errors in remittance checks will be corrected and adjusted in a subsequent check.

Section 5. Revocation of Dues-Withholding. Employees may revoke their dues-withholding by submitting an SF-1188 to the Local School System payroll technician, or servicing payroll office. After the initial one (1) year period of dues withholding, the Agency will honor any dues revocation submitted between August 15 and September 15 of each school year. Untimely-submitted dues revocation requests received by the Agency will be promptly returned to the employee.

Section 6. Termination of Dues-Withholding Allotment.

a. An allotment for an employee will be terminated at the end of the pay period during which an employee is separated from the Agency's rolls through transfer, retirement, resignation, death, or for cause. Allotments for all employees will be automatically terminated in the event exclusive recognition is no longer accorded to the Association.

b. In the event the Agency either improperly revokes or terminates dues-withholding, the Agency will immediately restart the dues-withholding if any pay periods remain. If insufficient pay periods remain to cover the full amount of the dues withholding, the Agency agrees to pay only the amount of dues affected by the error.

Section 7. Indemnification. The Association shall indemnify and hold the Agency harmless against any liability for actions taken by the Agency in reliance upon signed authorization cards or forms furnished by the Association for the purpose of payroll deduction of dues.

ARTICLE 17

ORIENTATION AND CERTIFICATION

Section 1. Orientation. The Agency will provide an orientation to all new bargaining unit members at the time of hire. During this orientation, the Agency will provide the member a copy of his/her position description, salary schedule, written notice of benefits, a copy of the Master Labor Agreement, and information concerning the employee's performance appraisal.

Section 2. Certification and Recertification.

a. The Agency shall determine the requirements for certification and recertification for all unit employees.

b. All employees are required to be certified at the time of hiring and recertified as appropriate. The Agency may elect to hire or place employees without proper certification, but this decision is non-grievable.

c. The Agency shall require proof from all unit employees that they are in possession of a current, valid certificate. The Agency may initiate appropriate corrective action, including removal, when unit employees fail to meet certification requirements.

d. The Agency will give the employee twelve (12) months' advance written notification of recertification requirements. Such notification shall

also advise employees that if recertification requirements are not accomplished in the stated time frame, they may be subject to removal.

Section 3. DDESS Uniform Certification. Professional certification and recertification of professional bargaining unit members will be in compliance with DODEA Regulation 5000.9, “DODEA Educator Licensure Program,” and DDESS Policy Letter 04-010, “Certification of Education Professionals Assigned to DDESS.”

ARTICLE 18

HOURS OF WORK AND SCHEDULING

Section 1. Workday.

a. The school workday for bargaining unit members shall consist of seven and one-half (7 ½) hours including a minimum of a 30-minute duty-free lunch period. No compensatory time will be earned for loss of a duty-free lunch period. Unit employees are expected to perform additional preparation and professional tasks necessary for completion of their assigned work. This work may be performed either at or away from the work site.

b. The workday for part-time bargaining unit members shall be established as needed to meet the needs of the Agency. Typically, a part-time employee scheduled to work more than four (4) hours per day will receive a 30-minute non-paid duty-free lunch period.

c. In addition to the workday, bargaining unit members may be required to attend one (1) meeting per week up to one-half (1/2) hour past the workday without additional compensation and three (3) evening meeting/events per school year without additional compensation.

Section 2. Personal Planning and Preparation.

a. Each bargaining unit employee with instructional duties shall have a minimum of 225 minutes per work week (5 days) for personal planning and preparation purposes.

b. The Parties agree that the intent of subsection a. above is that each full-time bargaining unit employee with instructional duties shall, to the maximum extent possible, have the personal planning and preparation (described in 2.a. above) during the instructional day.

c. The loss of a personal planning period as a result of a change in the instructional day such as assemblies, field days, special events, ceremonies, field trips, early release for students, or emergencies (adverse weather, bomb threats, fire drills, installation-imposed threat conditions, and the like) will not be compensated. In addition, compensation will not be provided for Agency-directed loss of one (1) personal planning period for any one employee per instructional quarter.

d. In the case of management-directed loss of personal planning periods beyond the conditions described in the two preceding sentences, the bargaining unit member will receive compensatory time in accordance with Article 20, Section 5.

Section 3. Work Year.

a. The work year will consist of 190 work days. The 190 days are to be allocated as follows:

- (1) 180 instructional days; and
- (2) 10 non-instructional days to be used for orientation, staff development, record keeping, and/or parent/teacher conferences.

b. The Agency is free to assign additional workdays; any additional workdays for full-time bargaining unit members (with the exception of Summer School and Extended School Year Programs) will be seven and one-half (7½) hours with pay based upon an eight (8) hour day. When additional workdays are assigned, the bargaining unit employee will be compensated at his/her earned hourly rate of pay.

c. The Agency is also free to assign additional work hours. When additional work hours are assigned, the bargaining unit employee will be compensated by the Agency at either the employee's earned hourly rate or with compensatory time.

d. The Agency agrees to make reasonable efforts to provide bargaining unit employees sufficient time to set up and close down their respective classrooms at the beginning and the end of the school year.

However, the Agency reserves the right to assign duties on any particular day of the work year.

Section 4. Class Size.

- a. The Agency retains the right to determine class size.
- b. Class-size determinations will be dependent on available resources as well as regional accreditation agency guidelines.
- c. The Parties recognize the importance of working toward nationally recognized standards for class sizes and that the achievement of those standards is a worthwhile goal.

Section 5. School Calendars.

- a. The Agency agrees to consider local Association input prior to adopting a school calendar and bargain impact and implementation in accordance with Chapter 71 of Title 5.
- b. All unit employees will receive a copy of the respective school district-approved calendar.
- c. Five (5) days will be designated as potential make-up days on the school calendar in the event of missed instructional days.

Section 6. In-Service Programs and Staff Development. The Agency agrees to meet and consult with the local Association when planning in-service programs and staff development courses and bargain impact and implementation in accordance with Chapter 71 of Title 5.

ARTICLE 19

PROFESSIONAL DEVELOPMENT

Section 1. Training. In cases where it is considered appropriate to hold workshops/in-service sessions/training on a school-wide or District-wide basis, the Agency will inform the local Association President regarding such training. The Parties agree that the terms “school-wide” and “District-wide” include training involving all employees occupying a given type of position, i.e., all third grade teachers, all special education teachers, all nurses, etc.

Section 2. Conference Attendance.

a. The Agency shall consider all requests for attendance at educational classes, professional conferences, seminars, workshops, conventions, and professional in-service training sessions for individual development which benefit the Agency. The Agency may pay all or part of the bargaining unit employee’s expenses at the discretion of the Agency in accordance with the Joint Travel Regulations (JTR).

b. Upon notification of available conference(s), the Agency will advise the Association and the unit members of the conference(s) along with the date(s) and time(s). The Association and/or individual bargaining unit employees may inform the Agency of available conferences as well and receive the same consideration.

c. All bargaining unit employees who desire to attend a conference shall submit requests to their respective principal or supervisor. Upon endorsement by the principal or supervisor, the Superintendent or designee may approve requests for conference attendance based upon the needs and resources of the Agency.

d. Excused leave, in accordance with Article 21, may be granted for conference attendance at the discretion of the Agency.

e. Upon prior written approval, for the purposes of professional development, employees may be permitted to visit other educational institutions, businesses / government agencies, or places of historical interest, deemed by the Agency to be of exceptional educational value in connection with their teaching position.

Section 3. Travel. The Agency shall abide by requirements outlined in Volume II of the Joint Travel Regulations when employees are approved in advance to attend educational classes, seminars, workshops, conventions, professional conferences, and other professional in-service training sessions for individual development at government or personal expense.

Accordingly, employees may, with the advance approval of the Agency, be placed on permissive travel orders to attend such sessions at the employee's expense.

ARTICLE 20

PAY AND BENEFITS

Section 1. Salary. Association members will be paid for School Year 2005-2006 according to the salary schedules at Appendix F. In any subsequent school year covered by this Agreement, the pay schedules contained in Appendix F will be increased by three (3) percent.

Section 2. Pay Year.

a. For School Year 2005-2006, the pay year will begin on 26 June 2005 and extend for 26 full bi-weekly pay periods through 24 June 2006. For School Year 2006-2007, the pay year will begin on 25 June 2006 and extend for 27 full bi-weekly pay periods through 7 July 2007. For School Year 2007-2008, the pay year will begin on 8 July 2007 and extend for 26 full bi-weekly pay periods through 5 July 2008. For School Year 2008-2009, the pay year will begin on 6 July 2008 and extend for 26 full bi-weekly pay periods through 4 July 2009.

b. For any subsequent pay years which may be covered by this agreement, the pay year will begin the first day of the first pay period following completion of the previous pay year and extend for 26 full bi-weekly pay periods.

c. The 3% annual increase will be effective on the first day of each pay year.

d. Steps 1 through 29 of the salary schedules are annual step increases payable upon completion of one (1) year of service in the prior step. For both full-time and part-time employees, step increases will be effective the first day of each pay year.

(1) For full-time employees a year of service is defined as no fewer than 120 work days.

(2) For part-time employees, a year of service is defined as a minimum of 900 hours in a pay status at the prior step. Hours in a pay status are cumulative and will be tracked from pay year to pay year until the bargaining unit member completes the required 900 hours required for advancement to the next step. An employee may, after completion of 900 hours, submit a written request that their pay be set at the next pay step. Upon receipt of the written request, the Agency will verify if the data is correct, then process the action making the effective date the next pay period following submission of the request. If no written request is submitted, the step increase will become effective at the start of the next school year.

- (3) Once a bargaining unit member advances to the next step, he/she must be in a pay status a minimum of 900 hours at the new step prior to being eligible for advancement to the next step.

Section 3. Pay Setting.

- a. Prior experience for pay setting purposes will be accorded for the life of the MLA as reflected on the matrix at Appendix E.
- b. Pay setting for bargaining unit members hired prior to 4 July 1999 will be in accordance with Section 3.a. of Article 20 of the original Master Labor Agreement, and quarter hours earned prior to 4 July 1999 will be treated as equivalent to semester hours.
- c. Bargaining unit employees hired after 4 July 1999 will have their pay set according to the following:
 - (1) Employees will be placed in the pay lane commensurate with degree, or degree plus semester hours (or equivalent quarter hours), earned from a regionally accredited college or university. (Quarter hours earned prior to 4 July 1999 will be treated as equivalent to semester hours).
 - (2) Pay will then be set according to their years of experience as follows: Credit for all years of previous DoDEA (DODDS and

DDESS) or other creditable Federal civilian teaching experience, plus credit for a maximum of five (5) years of non-federal teaching experience.

d. All bargaining unit employees will receive pay lane adjustments as follows:

- (1) Pay lane adjustments will be made upon receipt by the Agency of an official copy of a transcript indicating course work completion or award of an advanced degree from a regionally accredited college or university. If the college or university does not identify the date course work was completed, bargaining unit employees may provide official grade reports or other appropriate official documentation from the college or university in conjunction with the transcript to establish the date on which course hours were completed.
- (2) Pay lane adjustments based upon completion of “degree plus hours” means semester hours. Quarter hours will be converted to semester hours on a 3 to 5 basis (i.e., 3 semester hours equals 5 quarter hours).
- (3) Pay lane changes will be retroactive for pay purposes

to the beginning of the pay period following receipt of a transcript reflecting award of the degree or completion of coursework, provided the employee submits the request for pay lane change within one-hundred twenty (120) days of award of the degree or completion of the coursework. If the employee does not submit the request for pay lane change and supporting transcript(s) within this time period, the pay lane change shall be effective at the beginning of the pay period following submission.

*Section 4. **Procedures.*** Pay and benefits shall be provided in accordance with the payroll and leave accounting procedures set out in Department of Defense Financial Management Regulation, Volume 8, “Civilian Pay, Policy and Procedures.”

*Section 5. **Compensatory Time.***

a. Employees will not receive multiple forms of compensation for the same period of work, i.e., not receive both basic pay and compensatory time for the same period of work, not receive compensatory time and additional payment at earned hourly rate for the same period of work, not receive compensatory time and EDA payment for the same period of work, etc.

b. Employees normally must use time before the end of the school year in which it was earned.

- (1) If the employee fails to request to use the compensatory time within the established time frame, the compensatory time will be forfeited; and compensation for the compensatory time will not be paid.
- (2) If the employee requests to use the compensatory time within the established time frame and the request was denied due to work requirements, the employee may be compensated at a rate of twenty-five (25) percent above the employee's basic/earned rate of pay.

c. When compensatory time is earned after 1 April of each school year and cannot be used due to work requirements prior to the end of the school year in which earned, the employee may request such compensatory time be carried over to the following school year. If the employee fails to request to use the compensatory time within the established time frame, the compensatory time will be forfeited; and compensation for the compensatory time will not be paid. If the employee requests to use the compensatory time within the established time frame and the request was denied due to work requirements, the employee may

be compensated at a rate of twenty-five (25) percent above the employee's basic/earned rate of pay.

Section 6. Extracurricular Duty Assignments/Pay.

a. Extracurricular duty assignments shall be open to all bargaining unit employees.

b. School year or seasonal extracurricular assignments will be made on a fair and equitable basis. The Agency will post a list of all extracurricular activities which shall include the following information:

- (1) The specific assignment;
- (2) The amount of compensation;
- (3) The closing date for receipt of applications; and
- (4) The approximate date selections will be made.

c. An employee may submit a recommendation for an unlisted extracurricular activity to his/her supervisor. The Agency, at its discretion, will decide whether to approve the activity. The DDESS Director, or designee, and the Association Area Director will then determine the rate of compensation at which the extracurricular activity will be paid.

d. An employee selected to perform an extracurricular activity will execute the Agreement attached as Appendix G.

e. Compensation for performing extracurricular activities will be processed following completion of the activity, will be in accordance with the schedule attached as Appendix H, and will be paid in a single payment. Upon receipt of notification from an employee that an extracurricular activity has been completed, the supervisor will promptly verify whether the employee has satisfactorily completed the extracurricular activity. If verified, the supervisor will promptly initiate required action to effect payment to the employee.

Section 7. Method of Payment.

a. All DDESS employees are required to participate in electronic fund transfer as the standard method of payment in accordance with the Debt Collection Improvement Act of 1996.

b. All permanent DDESS employees will be paid over 26 pay periods.

c. Temporary employees, who either began a temporary appointment by the first day of November of a given school year or who are on a temporary appointment from the previous school year and who are expected to continue employment throughout the entire school year, shall have their pay spread so that they are paid over the period of the school year. Temporary employees who do not meet the above stated criteria will

be paid at their earned hourly rate of pay and will not have their pay spread.

*Section 8. **Summer School Pay.*** Bargaining unit members employed for summer school will be paid at their earned hourly rate and will receive their pay on a bi-weekly basis.

ARTICLE 21

LEAVE

Section 1. General Provisions.

a. All leave will be front-loaded at the beginning of each school year for all bargaining unit employees.

b. Management reserves the right to require all bargaining unit members to submit a completed SF-71 for all leave.

c. Only employees in a pay status will accrue leave. The only exception to the preceding sentence will be for FEA At-Large Officers elected from the DDESS bargaining unit who use leave without pay to attend FEA Board meetings, workshops, training and the like, pursuant to Article 6, Section 15.

d. When an employee who is indebted for unearned leave is separated, the Agency reserves the right to:

(1) Require him/her to refund the amount paid for the period covering the leave for which he/she is indebted; or

(2) Deduct that amount from any pay due.

e. All leave for a full workday's absence will be deducted based upon an eight (8) hour workday. Leave for less than a full workday's absence will be deducted based upon actual hours absent from the work

site. When the lunch period is in conjunction with a partial workday's absence, the amount of leave charged will exclude the lunch period.

f. Sick and personal leave may be taken in fifteen (15) minute increments.

g. Sick and personal leave will be front-loaded at the beginning of the school year for both full and part-time employees.

Section 2. Sick Leave.

a. Full-time employees shall earn twelve (12) days of sick leave per school year. Part-time employees and employees who work for less than the full school year shall accrue leave on a pro-rated basis. Sick leave shall accrue at the rate of 0.0632 hours for every one hour the employee is in a pay status during the school year, up to a maximum of 96 hours of sick leave accrued per school year. Sick leave may be granted to employees on scheduled workdays for the following reasons:

- (1) When an employee is incapacitated and unable to perform his/her duties due to sickness, injury, or maternity;
- (2) For employee medical, dental, optical, or psychological examination or treatment;
- (3) When the employee is exposed to a contagious disease, as determined by the local health authorities, and the presence of

the employee in the workplace would jeopardize the health of co-workers or students;

- (4) Illness or death in the employee's immediate family in accordance with 5 C.F.R. 630;
- (5) For other reasons authorized by 5 C.F.R. 630.401.

b. A bargaining unit employee may be required by his/her supervisor to provide a physician's statement, or an SF-71 completed by a physician, for any sick leave of more than four (4) consecutive days. This requirement is to encourage employees to seek medical treatment for illnesses requiring absence from work. If the Agency has reason to suspect abuse of sick leave, a physician's statement or an SF-71 may be required for any period of absence. Sick leave may be accumulated from year-to-year and is transferable to other government agencies.

c. Bargaining unit employees may be advanced up to a maximum of twelve (12) days or 96 hours of sick leave in any one pay year. Disapproval of requests for advanced sick leave may not be grieved under the provisions of Article 26 of this Agreement. Bargaining unit members, who at the beginning of a new pay year have a negative leave balance as a result of using advanced sick leave, will have their sick leave account adjusted to repay the amount of advanced leave. When a bargaining unit

member (who is indebted as a result of advanced sick leave) is separated, he/she is subject to the provisions for repayment specified in Section 1.d. above.

d. Permanent and temporary employees who are re-employed will have their most recent sick leave balance re-credited upon receipt of documentation of their prior sick leave balance. Such sick leave will be re-credited regardless of the Federal agency in which the sick leave was originally accrued and regardless of the length of the break in service.

Section 3. Personal Leave.

a. Each full-time bargaining unit employee shall earn three (3) days of personal leave to be used for any purpose and is never obligated to state the reason for requesting such leave. Personal leave will accrue at the rate of 0.0158 hours for every one hour the employee is in a pay status during the school year, up to a maximum of 24 hours of personal leave per school year. Each part-time bargaining unit employee and each employee who works less than the full school year shall earn the pro-rated amount of personal leave.

b. Eleven (11) month employees and summer school employees shall earn an additional one-half ($\frac{1}{2}$) day of personal leave per year. Other bargaining unit employees who work a minimum of 10

additional work days (80 hours on additional work days) during a recess period per pay/leave year shall accrue additional personal leave at the rate of 0.0158 hours for every one hour the employee is in a pay status.

c. Personal leave must be requested in advance by the employee and approved by the Agency. Employees are never required to state the reason for requesting such leave. Whenever possible, personal leave will be requested in writing at least two (2) days before the dates desired. Personal leave requested to be used on the day before or the day after a holiday or scheduled vacation day may be granted if the supervisor determines that it does not interfere with school operations.

d. Personal leave may be accumulated from year-to-year, not to exceed six (6) days. Employees will not be compensated for unused personal leave. However, unused personal leave in excess of six (6) days will be converted to sick leave. At no time will a bargaining unit member's personal leave balance exceed six (6) days.

e. Bargaining unit employees may be advanced up to a maximum of three (3) days or 24 hours of personal leave in any one pay year.

Disapproval of requests for advanced personal leave may not be grieved under the provisions of Article 26 of this Agreement. Bargaining unit members, who at the beginning of a new pay year have a negative leave

balance as a result of using advanced personal leave, will have their personal leave account adjusted to repay the amount of advanced leave. When a bargaining unit member (who is indebted as a result of advanced personal leave) is separated, he/she is subject to the provisions for repayment specified in Section 1.d. above.

f. Permanent and temporary employees who are re-employed with less than a fifteen (15) month break in service will have their personal leave balance from the most recent prior period of employment re-credited upon receipt of the record of their prior personal leave balance. Such prior employment must have been within DDESS. Bargaining unit members who have personal leave re-credited will have their personal leave transferred to sick leave in instances where the total leave balance will exceed six (6) days.

Section 4. Excused Leave.

a. Excused leave may be granted at the discretion of the Agency to employees, with no charge to their personal leave accounts, for the following reasons:

- (1) Blood donations for which the employee is not compensated;

- (2) Adverse weather conditions, acts of nature, military necessity, or other circumstances beyond the control of the Agency;
- (3) Jury duty;
- (4) Approved late arrivals or early departures not to exceed 59 minutes;
- (5) Conference attendance; and
- (6) Other reasons as approved by the Agency.

b. A supervisor may grant excused leave only on a non-reoccurring basis.

Section 5. Leave Without Pay. Leave without pay may be granted, at the discretion of the Agency, to employees for the following reasons:

a. Birth of a child of the employee and/or the care of a newborn, placement of a child with the employee for adoption or foster care, the care of a spouse, child, step-child, or parent of the employee for a serious health condition;

b. Professional conferences and educational purposes as approved by the Agency; or

c. Leave without pay may be authorized, at the discretion of the Agency, in circumstances other than those set out above.

Section 6. Family and Medical Leave.

a. Leave under the Family and Medical Leave Act (FMLA) will be in accordance with applicable OPM and Agency regulations.

b. Bargaining unit members should consult with their supervisor when requesting leave pursuant to FMLA.

Section 7. Military Leave. Military leave, with pay, shall be granted to bargaining unit members who serve in the National Guard or Reserve components of the U.S. Armed Forces in accordance with governing statutes.

Section 8. Voluntary Leave Transfer Program. The Agency will provide employees the opportunity to participate in the Voluntary Leave Transfer Program under 5 C.F.R. 630, Subpart I, and applicable Agency regulations (DDESS Instruction 1410.2). Sick leave, in addition to personal leave, may be donated under this program.

Section 9. Emergency Leave Bank.

a. An Emergency Leave Bank (ELB) will be established at each DDESS school district for use by all bargaining unit employees for medical emergencies, catastrophic illness, or injury experienced by the member.

All bargaining unit employees may join the bank by contributing at least one (1) sick or personal leave day and completing the form contained at Appendix I. The ELB may carry over all unused hours to the following school year.

b. Participation in the ELB by bargaining unit employees will require donation of one (1) day of sick or personal leave during the first thirty (30) days of employment or upon open season as determined by the ELB Committee. At the need to replenish the ELB, employees may volunteer to contribute another day of leave to continue eligibility.

c. An employee requesting days from the ELB must use the form contained in Appendix J. and have exhausted all leave which can be used for the nature of the emergency such that the employee is in a non-pay status.

d. The ELB Committee will consist of one Agency official appointed by the Superintendent and two employees selected by the Local Association President. The ELB Committee will make decisions on all requests for leave from the ELB. The requestor will furnish a completed employee request form and a written physician's statement, as contained in Appendix J, demonstrating the need for additional leave to cover a medical emergency.

e. A majority vote by the ELB Committee members approving the leave is required to grant leave from the ELB. Decisions by the ELB Committee are not subject to the grievance process.

f. Any bargaining unit employee participating in the ELB will be limited to a withdrawal from the bank of up to a total of forty (40) work-days in succession. When an illness extends beyond forty (40) work-days, the bargaining unit member may re-apply to the ELB Committee for further consideration of additional leave.

g. The ELB Committee will monitor the amount of leave remaining in the bank and shall afford the opportunity to all bargaining unit employees to voluntarily contribute to replenish the bank during an open season.

h. Departing employees may donate up to forty-eight (48) hours of unused leave to the ELB.

i. All donations of leave to the ELB are final when donated and cannot be restored to the employee.

j. Unused leave donated prior to the effective date of this Agreement will be transferred to the ELBs established pursuant to section 9.a. above.

k. The ELB Committee may elect to open one (1) window of two-weeks duration during each school year when employees who have previously not elected to participate in the ELB may choose to do so by

donating one (1) day of sick or personal leave to the bank. This two-week window is purely for the purpose of allowing employees who previously did not elect to participate in the ELB an opportunity to do so. Employees who previously elected to participate in the bank by donating one (1) day of sick or personal leave will not be required to donate another day of leave to continue eligibility to participate in the ELB, unless there is a need to replenish the ELB.

Section 10. Educational Leave.

a. Bargaining unit members may apply annually (subject to any additional criteria stated below) for any or all of the following Agency educational leave programs:

- (1) Yearlong Educational Leave at Half Pay;
- (2) Leave Without Pay (LWOP) for Educational Purposes; and
- (3) Administrative Reemployment Rights (ARR) Program.

b. To be eligible for the Yearlong Educational Leave Program, an employee must be serving on a permanent appointment as a professional educator with three (3) years of consecutive service with the Agency.

Those employees applying for the LWOP or ARR programs must be serving on permanent appointments and have completed five (5) years of

consecutive service with DDESS since their last period of educational LWOP or ARR.

c. All selections for educational leave programs will be made by the DDESS Director or his/her designee. Any such decision is not grievable under Article 26 of this Agreement.

d. Selections for all Agency educational leave programs will reflect the Agency's system-wide needs and be tailored towards achieving the goals and benchmarks outlined in the Community Strategic Plan. Additionally, selections will reflect the Agency's need for educators who are multi-qualified in several areas to provide necessary staffing flexibility in the smaller school districts. Accordingly, priority consideration will be given to educators who propose a course of study resulting in certification in another academic area. Nothing in this section is intended to prevent the Agency from changing its educational programs.

e. Following completion of any of the Agency educational leave programs as described in Appendix K, bargaining unit members will be assigned to positions or duties within his or her previous school district in which they utilize the skills and knowledge acquired and can act as resource persons for in-service training. Any such assignments following

completion of the program are not grievable under Article 26 of the Agreement.

f. All bargaining unit members who wish to apply for any of the Agency educational leave programs must complete an application/agreement form as contained in Appendix K. Completed applications must be received at the DDESS Director's Office not later than January 15th of each year for academic programs commencing the following fall.

*Section 11. **Jury Duty.*** Leave for jury or witness service will be in accordance with 5 U.S.C. § 6322, and applicable OPM and Agency regulations.

*Section 12. **Part-Time Employees.*** Part-time bargaining unit members shall earn sick and personal leave on a prorated basis.

ARTICLE 22

REASSIGNMENTS, VACANCIES, AND TRANSFERS

Section 1. Posting Notices. When the Agency is going to fill a vacant professional position, a written dated notice of the vacancy shall be issued. Employees who desire to be considered for a vacancy and who are certified and otherwise qualified for such a vacancy, shall submit a written request to their current and to the prospective supervisor. A vacant position occurs when a professional bargaining unit position is vacated by a bargaining unit member or when a new position is created.

a. Vacancy notices are not required:

- (1) When the Agency elects not to fill a vacant position (as defined above);
- (2) When such vacancy is required for placement of an excess professional employee assigned to DDESS (either through Reduction-in-Force (RIF) procedures or to preclude the need for use of RIF procedures); or
- (3) When such vacancy is required for placement of an employee through a mandatory placement procedure or program such as the DoD Priority Placement Program.

b. When vacant positions within the bargaining unit are to

be filled through RIF procedures, the FEA-SR Area Director will be provided notice of the vacant positions being used for that purpose.

c. To ensure that professional bargaining unit employees can make informed decisions on whether to express interest in reassignment to vacant positions, all internal vacancy notices must, at a minimum, contain the date of vacancy announcement, identify the specific position to be filled by position title and type (i.e., grade, subject, or other identifying information), and identify the location of the position (i.e., school location).

d. Vacancy notices shall be posted in appropriate locations throughout the DDESS School District. In addition, the vacancy notice shall be distributed, in either written or electronic form, to each individual unit employee and provided to the local Association President, in either written or electronic form.

Section 2. Reassignment.

a. Employees who desire a reassignment in a school, grade, and/or subject and who are certified and otherwise qualified for such a reassignment, shall submit a written intent form to their immediate supervisor. The Agency will give employees (requesting reassignment) consideration should the assignment become available. However, the

Agency retains full discretion to determine how a vacancy will be filled or who should be assigned to a position, based upon the needs of the Agency. Also, the Agency may, at its discretion, direct a reassignment of an employee. The reassignment may be from one school location to another or from one grade/subject area to another in the same district.

b. When the Agency reassigns any unit member to a new room location, the employee will be given at least one (1) day advance notice except in the case of an emergency.

c. Prior to the Agency involuntarily reassigning any unit member to a new location, the Agency will first consider seeking volunteers for the reassignment.

d. In the event a bargaining unit member is selected for an involuntary reassignment, the unit member will be given an opportunity to provide reasons why he/she should not be reassigned.

e. The Agency will consider any written request by a unit member to return to the school location, grade, or subject area from which he/she was reassigned.

f. Employees who are reassigned to a different school or classroom location shall receive:

- (1) Packing materials and assistance with packing, moving, and unpacking;
- (2) Access to the school building if needed;
- (3) One and one-half (1-1/2) workdays of release time from assigned duties to accomplish the move. Additional release time may be granted at the discretion of the supervisor, if requested; and
- (4) In the event the employee is directed to complete the move outside the duty day, the employee will be paid at his/her earned hourly rate.

g. Employees who are reassigned to a different grade (elementary grades) or new subject area shall receive:

- (1) Packing materials and assistance with packing, moving, and unpacking;
- (2) Access to the school building if needed;
- (3) One and one-half (1-1/2) workdays of release time from assigned duties to accomplish the change. Additional release time may be granted at the discretion of the supervisor, if requested;

- (4) The opportunity to observe other classes in the area of reassignment as designated by the supervisor; and
- (5) In the event the employee is directed to complete the move outside the duty day, the employee will be paid at his/her earned hourly rate.

h. When a bargaining unit member is detailed to a higher graded position for more than thirty (30) days, that employee will then be temporarily promoted to the higher graded position beginning on the 31st day.

- (1) If temporary promotion of the bargaining unit member would adversely affect the pay of that bargaining unit member, the Agency, with the concurrence of the bargaining unit member, may continue the detail rather than effect the promotion. Such detail beyond thirty (30) days will not adversely affect the employee's pay.
- (2) If the employee does not meet the minimum qualifications for the higher graded position, the detail may be continued rather than effecting the temporary promotion.
- (3) Details beyond thirty (30) days will be documented in the bargaining unit member's Official Personnel File.

*Section 3. **School Moves.*** In the event the Agency elects to relocate the employees and contents of an entire school, the impact and implementation of such move will be bargained locally.

*Section 4. **Selection for Summer School.*** The Agency will first consider assigning current bargaining unit employees who have indicated a desire to teach summer school prior to seeking other candidates. The Agency maintains the right to select from among available candidates. Selection will be made based upon the knowledge, skills, and abilities of the candidates in relation to the duties of the position.

ARTICLE 23

REDUCTION IN FORCE

Section 1. Definition. A Reduction in Force (RIF) is the systematic way of making organizational changes that provides retention preference on the basis of tenure, veteran preference, length of service and performance.

Definitions of terms in this article are as provided for in 5 C.F.R. 351.203.

A RIF occurs whenever a competing employee is released from his/her competitive level by furlough for more than thirty (30) days, separation, demotion, or reassignment requiring displacement is required because of:

- a. Lack of work;
- b. Shortage of funds;
- c. Insufficient personnel ceilings;
- d. Reorganization;
- e. The exercise of reemployment or restoration rights;
- f. The reclassification of an employee's position due to the erosion of duties when such action will take effect after the formal announcement of a RIF in the competitive area and the RIF will take effect within one-hundred and eighty (180) days; or
- g. Transfer of function.

Section 2. Exclusions. Actions excluded from RIF procedures are as provided for in 5 C.F.R. 351.202(c).

Section 3. Notification to Association. When it is determined that there is a need for a RIF, the Agency agrees to notify the Association of pending RIF actions as early as possible, but not less than ninety (90) calendar days prior to the scheduled effective date of the RIF. Such notice shall normally include the following information:

- a. Reasons for the RIF;
- b. Number and types of employees to be affected.

It is understood that the above information may change during the ninety (90) calendar day period.

Section 4. Notification to Bargaining Unit Members. Once it has been determined that a RIF is required, bargaining unit employees who will be affected by RIF actions will be given specific notice at least sixty (60) calendar days prior to the effective date of the RIF. Such notice shall contain the following information and all other information required per 5 C.F.R. 351.802:

- a. Action to be taken;
- b. Reasons for the action;
- c. Personal information used to determine the action;

- d. Effective date for the action;
- e. Entitlements and benefits;
- f. Place where affected employees and their representatives may inspect retention registers and related records pertaining to the action; and
- g. Employee appeal rights.

It is understood that the above information may change during the sixty (60) calendar day period.

Section 5. Competitive Area. The competitive area for any RIF is defined as all employees of a Local School System (schools, District Superintendent's Office, Community Superintendent's Office) located on a military installation. When there are schools on more than one military installation under the administration of one Superintendent, the schools on each military installation form a separate competitive area unless they are in the same commuting area, in which case they form one competitive area.

Section 6. Competitive Levels. Competitive levels shall be established in accordance with 5 C.F.R. 351.403 consisting of all positions in the competitive area which are in the same pay plan, at the same grade, grade equivalency or occupational level; are in the same classification series, position category and certification; and which are similar enough in duties,

qualification requirements, pay schedules, and working conditions so that an incumbent of one position can be reassigned to another position without undue interruption. Separate competitive levels will be issued by type of service (competitive or excepted), by appointment authority, by pay schedule, and by work schedule.

Section 7. Retention Register / Retention Priority. When an employee is to be released from a competitive level due to RIF, a retention register will be established for that competitive level in accordance with 5 C.F.R. 351.404. The retention register will be prepared from current retention records of employees. To provide adequate time to determine employee retention standing, only that information that is available at least ninety (90) calendar days prior to the scheduled issuance of RIF notices may be used, except to correct errors in the record that are discovered prior to the effective date of the RIF. Competing employees shall be classified on a retention register in tenure groups on the basis of their tenure of employment, veteran preference, length of service, and performance in descending order as provided for in 5 CFR 351.502.

a. Tenure of employment. Competing employees shall be classified on a retention register as Group I (includes each permanent employee whose appointment carries no restrictions or conditions such as

conditional, indefinite, specific time limit, or trial period), Group II (includes each employee serving a trial period or whose tenure is equivalent to a career-conditional appointment in the competitive service), and Group III (includes each employee whose tenure is indefinite or has a time limitation).

b. Veteran preference. Within each tenure group described in Section 7.a. above, competing employees shall be classified on the retention register based upon veteran preference as defined in 5 C.F.R. 351.501(c) as Subgroup AD (preference eligibles who have a service-connected disability of 30 percent or more); Subgroup A (preference eligible employees not included in subgroup AD), or Subgroup B (non-preference eligible employees).

c. Length of service. Each competing employee's length of service shall be established in accordance with 5 C.F.R. 351.503.

d. Competing employees shall be released from competitive levels in the inverse order of retention standing, beginning with the employee with the lowest retention standing on the retention register. A competing employee may not be released from a competitive level while retaining in that level an employee with lower retention standing except as provided for in 5 C.F.R. 351.601.

Section 8. Placement Considerations. In order to minimize the impact of a RIF, consideration will be given to:

a. Filing existing vacancies by the placement of qualified employees who are adversely affected by the RIF.

b. Terminating temporary appointments of individuals in unaffected competitive levels to create placement opportunities for qualified permanent employees (Group I or Group II employees) who are scheduled for separation under RIF procedures.

Section 9. Placement Assistance. All available and appropriate job placement services will be provided to employees adversely affected by RIF in accordance with appropriate law and regulations. Such assistance shall include use of:

a. DDESS Re-employment Priority Lists (RPL). DDESS will establish RPLs for employees who have been separated due to RIF in accordance with procedures at subpart B of 5 C.F.R. Part 330, Reemployment Priority List. It is DDESS policy that, if there are not qualified part-time employees on the RPL for a particular part-time position, full-time employees who have indicated availability for part-time work shall be placed if qualified and interested.

(1) Eligible employees will be registered on the RPLs for a maximum of two (2) years. If an employee declines a valid job offer, his/her name will be removed from the RPL. If a full-time employee accepts part-time employment, it will be considered a valid job offer; and the employee's name will be removed from the RPL. Acceptance of a temporary appointment will not alter a permanent employee's right to be offered permanent employment.

b. DoD Priority Placement Program (PPP). Employees adversely affected by a RIF shall be registered in the DoD PPP in accordance with the DoD PPP Operations Manual.

Section 10. Salary Retention Provisions. Grade and pay retention shall be afforded to employees who are demoted to a lower graded/paid position within DDESS in accordance with 5 C.F.R. Part 536 and appropriate procedures. Pay retention will be granted based upon the employee's hourly rate of pay without regard to work schedule. An employee who is demoted and on retained grade and/or pay shall receive priority consideration for re-promotion to positions up to and including the grade/pay level from which demoted.

Section 11. Severance Pay. Severance pay shall be paid in accordance with subpart G of 5 C.F.R. Part 550.

Section 12. Assistance to Employees. Job placement services may be provided to employees adversely affected by the RIF, according to appropriate law and regulation.

Section 13. Review of Records. Employees, or the employee's representative, have the right to review any records used by the Agency in any RIF action that was taken or will be taken regarding the employee, including the complete retention register with the employee's name, so that the employee may consider how the competitive level was constructed and how the relative standing of the competing employees was determined. This also includes the right to review the complete retention register (as appropriately redacted for privacy concerns) for other positions that could affect the composition of the employee's competitive level.

ARTICLE 24

BASE CLOSURES

In the event of base closure or transfer of a school or district from Federal government control, the Agency agrees to notify the Association as soon as possible, but not later than fifteen (15) days, after the Department of Defense has approved release of the information. The Agency further agrees to fulfill all of its bargaining obligations under 5 U.S.C. 7114 with respect to impact and implementation of such closure or transfer.

ARTICLE 25

DISCIPLINARY ACTIONS

Section 1. Policy.

a. Discipline is the right and the responsibility of the Agency and will only be taken for such just and sufficient cause as will promote the efficiency of the service, and the penalty will fit the offense.

b. Constructive discipline, to be effective, must be timely. The results to be achieved through this means diminish in proportion to the time allowed to elapse between the offense and the corrective action.

Nevertheless, the Parties agree that sufficient time should be allowed to complete appropriate investigations and fact-finding and that undue haste is as undesirable as undue delay. Supervisors, unit employees, Association representatives, and others involved in an investigation will not disclose any information gained through such investigations except in the performance of their official duties.

c. Disciplinary actions will not be arbitrary or capricious.

d. The Agency recognizes the concept of progressive discipline, and generally actions imposed should be the minimum that can reasonably be expected to correct and improve employee behavior and maintain discipline and morale among other employees.

e. A bargaining unit member who is to be questioned by a DoDEA or DDESS management employee in connection with an investigation may request representation by the Association at any time that he/she reasonably believes that disciplinary action may result against him/her. If requested, the bargaining unit member will be entitled to be represented by an FEA attorney, at no cost to the Agency, and a local Association representative. If the bargaining unit member requests Association representation, by an FEA attorney, or a local Association representative, or both, no questioning will take place until the Association has been given at least 24 hours to confer privately with the bargaining unit member. In no event will the bargaining unit member be permitted to delay questioning beyond 24 hours.

Section 2. Informal Disciplinary Actions. Informal disciplinary actions are oral admonitions and letters of caution. When such an action is taken by a supervisor, the employee will be advised of the specific infraction or breach of conduct, when it occurred, and will be permitted to explain his/her conduct or act of commission or omission. Such actions will not be placed in the employee's Official Personnel File (OPF).

Section 3. Formal Disciplinary Actions. Formal disciplinary actions consist of written reprimands, suspensions, demotions, and removals.

Before formal disciplinary action is initiated, an investigation or inquiry will be made by the immediate supervisor or other official designated by the Agency to ensure himself/herself of the facts of the case.

a. A Letter of Reprimand must state the reason(s) for its issuance, the employee's right to file a grievance under the negotiated grievance procedure, and the length of time the reprimand will remain in the OPF. A Letter of Reprimand may remain in the OPF for a period of two (2) years. If at the end of the first year, there have been no further disciplinary infractions, the employee may request to have the Letter of Reprimand removed from the OPF. There is no advance notice required before issuing a Letter of Reprimand.

b. The Agency may choose to not discipline an employee or may select a lower range of remedies and/or a lower appropriate remedy than provided in the Schedule of Offenses and Recommended Remedies.

c. Whenever a formal disciplinary action is initiated against a unit employee that involves a suspension of fourteen (14) days or less, the following procedural requirements shall apply:

(1) The unit employee must be given no less than fourteen (14) days written notice of the proposed action.

(2) The notice shall:

- (a) State, in detail, the reason(s) for the proposed action;
 - (b) Provide the employee with a copy of the material relied upon for the proposed action;
 - (c) Inform the unit employee of the right to reply orally or in writing, or both, within ten (10) workdays after receipt of the notice of proposed action, and the name and title of the official designated to hear an oral reply and/or receive a written reply;
 - (d) State that a final decision of the proposed action will not be made until after receipt of the unit employee's reply or after the ten (10) workday notice period, described in (c) above, whichever comes first; and
 - (e) Inform the unit employee what duty status he/she will be in pending a decision on the proposed action.
- (3) Notice of Final Decision. The unit employee shall receive notice of a final decision at the earliest possible date following the ten (10) day reply period. The notice of final decision shall be signed and dated and shall inform the unit employee of:
- (a) The reason(s) for the decision;
 - (b) The effective date of the action; and

(c) His/her rights under the negotiated grievance procedure.

d. Whenever a unit employee is furloughed for thirty (30) days or less, reduced in pay, removed, or suspended for more than fourteen (14) days, the following procedures shall apply:

(1) Issuance of Advance Notice. The unit employee will be given thirty (30) days advance notice of the proposed adverse action. The advance notice shall:

(a) State, in detail, the reason(s) for the action;

(b) Provide the employee with a copy of the material relied upon for the proposed action;

(c) Inform the unit employee of his/her right to reply orally or in writing, or both, within twenty (20) days from receipt of the notice of proposed action, and the name and title of the official designated to hear an oral reply and/or receive a written reply;

(d) State that a final decision of the proposed action will not be made until after receipt of the unit employee's reply or after the twenty (20) day period, whichever comes first; and

(e) Inform the unit employee of the duty status he/she will remain in pending a decision on the proposed action.

(2) An employee may be placed on excused leave or reassigned during the advance notice period at the sole option of the Agency. Such a decision is not grievable.

(3) Notice of Final Decision. The unit employee shall receive notice of final decision at the earliest possible date following the notice period. The notice of final decision shall be signed and dated and shall inform the employee of the following:

(a) Which of the reasons in the proposed notice have been found sustained;

(b) The effective date of the action; and

(c) His/her rights under the appropriate grievance and/or appeal procedures.

e. Employees to whom a notice of proposed disciplinary action has been issued are also entitled to:

(1) A reasonable amount of official time to review the notice and supporting material, to prepare an answer and to secure affidavits, medical documentation, and other documentary evidence, if the employee is otherwise in a duty status; and

(2) Be represented by an attorney and/or other representative.

*Section 4. **Rights of Probationers.*** The procedural rights described in Section 3.d. above do not apply to the discharge or separation of an employee during a probationary period.

*Section 5. **Duty Status.*** In the event a notice period is not completed prior to the beginning of the recess period, the affected unit employee may be carried in a duty status until the end of the notice period in order to complete the process. Otherwise, time limits do not run during any recess period.

*Section 6. **Relationship to DDESS Instruction.*** The provisions of this Agreement will be controlling when in conflict with DDESS Administrative Instruction 1435.1.

ARTICLE 26

GRIEVANCE PROCEDURE

Section 1. Purpose. The purpose of this Article is to provide a procedure for consideration of grievances by bargaining unit employees. The filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his/her performance, or his/her loyalty or desirability to the organization, nor shall it be regarded as an unfavorable reflection upon the Agency or its officials.

Section 2. Coverage.

a. This procedure applies to unit employees and shall be the exclusive procedure for resolving grievances that fall within its coverage.

b. A grievance means any complaint:

(1) by a unit employee concerning any matter relating to the employment of that employee;

(2) by the Association concerning any matter relating to the employment of any unit employee(s); or

(3) by a unit employee, the Association, or the Agency concerning:

- (a) the effect or interpretation or a claim of breach of this Agreement; or
 - (b) any claimed violation, misinterpretation of any law, rule, or regulation affecting working conditions of employment.
- c. This procedure shall not apply to any grievance concerning:
- (1) any claimed violation of Subchapter III of Chapter 73, Title 5 U.S.C. (relating to prohibited political activities);
 - (2) retirement, life insurance, or health insurance;
 - (3) a suspension or removal under Section 7532 of Title 5 U.S.C.;
 - (4) any examination, certification, or appointment;
 - (5) the classification of any position which does not result in the reduction in grade or pay of an employee;
 - (6) an advance notice of disciplinary or adverse action;
 - (7) separation of probationary period employees;
 - (8) termination or expiration of temporary appointments;
 - (9) oral or written admonishments which are not placed in the employee's Official Personnel File; and
 - (10). any other matter or issue excluded by any provision of this Agreement.

Section 3. Representation. A unit employee may present a grievance on his/her behalf under this procedure provided that the Association is given

the opportunity to be present during the grievance proceeding. Any resolution reached with the unit employee shall be consistent with the terms of this Agreement.

Section 4. Procedures.

Step 1 - Informal

The Parties agree that informal resolution of employee grievances is desirable. To this end, the unit employee and/or their Association representative should present any grievance informally to his/her immediate supervisor within ten (10) days after the grievant knew, or should have known, of the act or incident leading to the grievance. The supervisor should arrange for a meeting within five (5) days of the informal presentation of the grievance to fully discuss the matter and to attempt informal resolution.

Step 2 - Formal

a. Notwithstanding the provisions of Step 1 above, the unit employee or his/her Association representative must present the grievance, in writing, to the appropriate supervisor within twenty (20) days after the grievant knew, or should have known, of the act or incident leading to the grievance.

- (1) The supervisor shall issue a written decision within seven (7) days from the date the written grievance was received by the supervisor. Such decision shall be transmitted to the grievant

and the grievant's representative, if any.

- (2) The grievant or his/her Association representative shall have ten (10) days after the receipt of the supervisor's decision to advance the grievance to the next level. If the grievant has not received a written decision from the supervisor within the seven (7) day period, the grievant may advance the grievance to Step 3 of this procedure within ten (10) days after the seven (7) day period has elapsed.

Step 3 - Review

When the grievance has not been resolved at Step 2, the grievant or his/her Association representative may submit his/her grievance to the Superintendent within the time specified in Step 2. Along with the information submitted under Step 2, the grievant must include a statement as to why the supervisor's decision is unacceptable. The Superintendent will review the grievance and will issue a final decision within twenty (20) days from its receipt. Such decision shall be in writing and shall set forth the reasons for the decision. A copy of the decision shall be transmitted to the grievant and the grievant's representative, if any.

Section 5. Agency/Association Grievances. The following procedure will be followed when processing grievances arising between the Association and the Agency:

a. Association or Agency grievances may be filed only at the DDESS level by the respective officials at the regional level.

b. Association or Agency grievances must be filed within thirty (30) days after the Association or Agency knew, or should have known, of the incident or occurrence giving rise to the grievance.

c. Upon receipt of an Association or Agency grievance, the Association or Agency, as appropriate, shall review, investigate, and furnish a final decision within thirty (30) days. Should the Association's or Agency's decision not be satisfactory, arbitration may be invoked by the appropriate party.

Section 6. Alternative Dispute Resolution.

a. Any grievance not resolved by the last step of the grievance procedure will be mediated with the assistance from the Federal Mediation and Conciliation Service, or other mutually agreed upon mediation service, if requested by either party.

b. The party requesting mediation must notify the other party of its desire to engage in mediation and submit any necessary forms within twenty (20) days following the last step of the grievance procedure. The Parties will share equally in any fees and expenses of the mediator.

c. If the grievance is unresolved by mediation, the Association or the Agency may pursue the grievance to arbitration. The date of the last day of

mediation will be considered the conclusion of the last stage in the grievance procedure. The grievance may then proceed to arbitration in accordance with Article 27.

d. When DoDEA or DDESS officials request mediation and when attendance at such mediation will require travel by the FEA-SR Area Director outside of the commuting area (normal School District to which assigned) to participate in the mediation session, the Agency will issue a government travel order and pay travel expenses in accordance with the Joint Travel Regulation.

Section 7. General Provisions.

a. Time Limits.

- (1) The time periods set forth herein shall be tolled during all recess periods in excess of four (4) workdays. For Association Grievances, the winter recess shall be considered the twenty-one (21) calendar day period beginning on 18 December of each year through the 21st calendar day. For Association Grievances, the summer recess period shall be considered the period beginning on 10 June and extending through 10 August of the same year.
- (2) All time limits in this procedure may be extended or curtailed in writing by the mutual consent of the Parties.

(3) Both Parties agree to comply with the time limits established in the grievance procedure. Failure to comply with established time limits will serve as a basis for either party to advance the grievance to the next step or to reject a grievance.

b. Cancellation. A grievance shall be canceled upon the death of the unit employee or upon his/her separation for reasons not connected with the grievance.

c. Exercise of Rights. Under 5 U.S.C. 7116 and 5 U.S.C. 7121, unit employees may raise certain matters under this negotiated grievance procedure or under an applicable statutory procedure, but not both. For purposes of this Article, the unit employee or his/her representative shall be deemed to have exercised his/her option as to procedure when a timely written grievance under this procedure is filed; or a charge, appeal, or complaint under an applicable statutory procedure is initiated, whichever event occurs first.

d. Protection from Reprisal. In exercising their right to seek resolution of grievances, unit employees and witnesses shall be free from any and all restraint, interference, coercion, discrimination, or reprisal. The filing of a grievance shall not be construed as reflecting unfavorably on a unit employee's good standing, his/her performance, his/her loyalty or

desirability to the organization, nor shall it be regarded as an unfavorable reflection upon the Agency or particular Agency officials.

ARTICLE 27

ARBITRATION

Section 1. Invoking Arbitration.

a. Should either the Agency or the Association be dissatisfied with the final decision in a grievance covered by Article 26 of this Agreement, the party who filed the grievance may proceed to arbitration. However, arbitration of the grievance may be invoked only by the Association or the Agency and does not require the approval of the bargaining unit member(s) involved.

b. A written request for arbitration, FMCS Form No. R-43 (Appendix L), must be served on the opposing party within twenty (20) days following the conclusion of the last stage in the grievance procedure.

c. The time periods set forth herein shall be tolled during all recess periods in excess of four (4) days. The winter recess period shall be considered the twenty-one (21) calendar day period beginning on 18 December of each year through the 21st calendar day. The summer recess shall be considered the period beginning on 10 June and extending through 10 August of the same year.

Section 2. Selecting an Arbitrator.

a. Within ten (10) days from the date of the request for arbitration, the parties will jointly ask the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) impartial persons, "panel," qualified to act as arbitrators. All costs associated with requesting a panel will be borne equally by the Parties, but the Agency reserves the right to reimburse the Association on a quarterly basis.

b. Within thirty (30) days from the date of the response from the FMCS conveying the names of the prospective arbitrators, the Parties shall meet, either in person or telephonically, to select an arbitrator.

c. If the Parties cannot mutually agree upon one (1) member of the panel, then the Agency and the Association will each strike one (1) arbitrator from the panel and will repeat this procedure until one (1) name is remaining on the panel. The remaining person shall be the duly selected arbitrator.

d. The Association shall have first strike the first time an arbitrator is selected under this Agreement, with the Parties alternating first strike in each selection thereafter.

e. The FMCS shall be empowered to make a direct designation of an arbitrator to hear the case in the event:

- (1) Either party refuses to participate in the selection of any arbitrator; or
- (2) Of inaction or undue delay by either party.

Section 3. Issue. If the Parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission; and the arbitrator shall determine the issue or issues to be heard. Issues not raised during the grievance process, including timeliness, shall not be raised nor considered by the arbitrator during the arbitration process.

Section 4. Arbitration Expense.

- a. The arbitrator's fee and his/her expenses of the arbitration shall be borne equally by the Agency and the Association.
- b. The arbitration hearing will be held on the Agency's premises during the normal duty day as determined by the arbitrator. In the unforeseen event that the Parties must agree to hold hearings in facilities that are not under the administrative control of the Agency, any cost of such facilities will be borne equally by the Agency and the Association.
- c. If desired, either party may choose to tape-record or have a transcript made of the hearing. Should the other party wish to have a copy of the transcript, it must share equally in the cost.

d. The grieving employee will be in a pay status for the duration of the hearing if otherwise in a duty status. The Association representative will be granted official time as described in Article 6 for the duration of the hearing if otherwise in a duty status.

Section 5. Witnesses.

a. Each party may recommend witnesses by providing the full name, address, and a statement setting forth the expected testimony. The parties will exchange witness lists at least one (1) day before the hearing.

b. The arbitrator shall determine the witnesses to provide testimony.

c. Approved witnesses will be in a pay status to the extent necessary to permit their testimony only if otherwise in a duty status. The term “otherwise in a duty status” does not include when the hearing occurs on a normal duty day and the proceedings go beyond the employee’s normal duty hours nor does it include days when the employee would not otherwise be in a normal duty status because of school closure, break periods, etc.

d. The arbitrator has the authority to extend the proceedings past the duty day. However, no reimbursement (monetary and/or compensatory time) will be paid as a result.

*Section 6. **Decision.*** The arbitrator will be requested to render a written decision as quickly as possible but, in any event, not later than thirty (30) days after the closing of the record. The record will close following the last day of the hearing unless extended by the arbitrator. Post-hearing written briefs, if requested by the arbitrator, are due within thirty (30) days after closing of the record.

*Section 7. **Exceptions.*** The arbitrator's award shall be binding on the Parties. However, either party may file exceptions to an award with the Federal Labor Relations Authority (FLRA) under 5 U.S.C. 7122.

*Section 8. **Arbitrator's Authority.*** The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the express terms of the Agreement or any Memorandum of Understanding (MOU) between the Parties. Additionally, he/she will have no authority to make any decision, recommendation, or award that would require an act inconsistent with or prohibited by law, rule, or regulation, or that would violate the terms of this Agreement. If either party disagrees as to the meaning or application of the decision, that party may return the decision to the arbitrator with a request for clarification. Arbitrators are bound by the holdings and interpretations of the Merit Systems Protection Board, the FLRA, and the Agency's regulations as provided by law.

Section 9. Attorney's Fees.

a. The General Counsel's Office, Department of Defense Education Activity, will provide a written notice to the Association thirty (30) calendar days after an entitlement to payment of attorney's fees to FEA-SR has been established and the attorney's fees have not yet been paid. The notice to FEA-SR will contain the following information.

- (1) What steps have been taken to obtain payment;
- (2) Status of payment request;
- (3) Steps to be taken to obtain payment; and
- (4) Projected payment date.

b. If attorney's fees have not been paid within sixty (60) calendar days after the original date of entitlement to payment, the General Counsel will send a follow-up letter to the Association that updates the information contained in the previous letter.

c. This provision is not limited to the payment of attorney's fees resulting from grievances filed under Article 26 of the MLA.

ARTICLE 28

DEVELOPMENT OF NEW/SPECIAL PROGRAMS

The Agency retains the right to establish new/special programs. Normally such programs shall not be implemented without the training and/or materials, as may be deemed necessary by the Agency, except to meet the exigencies of the mission. The Agency shall notify the Association representative in accordance with Article 7 of this Agreement and negotiate arrangements to minimize the adverse impact in accordance with Chapter 71 of Title 5, United States Code.

ARTICLE 29

DURATION

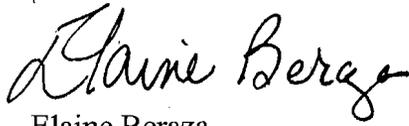
Section 1. Effective Date. This Master Labor Agreement with amendments, modifications, and changes reflected in the Parties' Memorandum of Agreement dated 6 December 2005 shall become effective following Agency Head review provided for in 5 U.S.C. 7114(c).

Section 2. Renewal.

- a. This Agreement will remain in effect through 11 July 2009.
- b. Either Party may provide written notice at least sixty (60), but not more than ninety (90), days before the expiration of this Agreement of its desire to engage in bargaining a new agreement. In the event such notice is submitted, the Agreement shall remain in effect until that bargaining is concluded and new provisions are executed and approved in accordance with 5 U.S.C. 7114(c).
- c. If neither party files such written notice, the Agreement shall be automatically renewed in one (1) year increments.
- d. The Parties may jointly agree to amend provisions of this Agreement through duly executed Memorandums of Agreement.

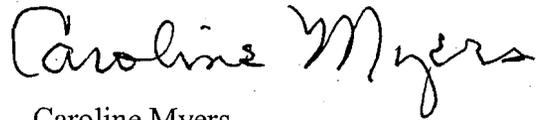
Now, therefore, by the virtue of the authority vested in the undersigned signatures, this Agreement is hereby executed.

FOR THE AGENCY:



Elaine Beraza
Director, DDESS/DoDDS-Cuba

FOR THE ASSOCIATION:



Caroline Myers
FEA-SR Area Director

6 December 2005



UNITED STATES OF AMERICA

BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

**DEPARTMENT OF DEFENSE
DOMESTIC DEPENDENT ELEMENTARY AND
SECONDARY SCHOOLS
(Agency)**

and

CASE NO. WA-RP-90087

**FEDERAL EDUCATION ASSOCIATION
STATESIDE REGION, FEA/NEA
(Labor Organization/Petitioner)**

CERTIFICATION OF CONSOLIDATION OF UNITS

Pursuant to the Rules and Regulations of the Federal Labor Relations Authority, a petition was filed seeking to consolidate two units of professional employees of the Department of Defense, Domestic Dependent Elementary and Secondary Schools represented by the Federal Education Association Stateside Region, FEA/NEA.

On April 11, 2000, the undersigned Regional Director issued a Decision and Order in the above matter, in accordance with the provisions of Chapter 71 of Title 5 of the U.S.C. and with the regulations of the Federal Labor Relations Authority, concluding that the proposed consolidated bargaining unit would be appropriate for the purpose of exclusive recognition, as requested.

The parties waived their right to file an Application for Review of the Decision and Order. Pursuant to the authority vested in the Regional Director, IT IS CERTIFIED that the Federal Education Association Stateside Region, FEA/NEA is the exclusive representative of all professional employees of the above-named Agency in the following consolidated unit.

**UNIT: All professional employees employed by the Department of
Defense, Domestic Dependent Elementary and Secondary Schools**

(DODDESS) at the Fort McClellan, Alabama Elementary Schools; the Fort Rucker, Alabama Dependents Schools; the Fort Stewart, Georgia Schools; the Fort Knox, Kentucky Dependents Schools; the West Point, New York Schools; the Camp Lejeune, North Carolina Dependents Schools, the Fort Bragg, North Carolina Dependents Schools; the Fort Jackson, South Carolina Schools; Laural Bay, South Carolina Schools; the Fort Campbell, Kentucky Dependents Schools; the Fort Benning; Georgia Schools; the Maxwell Air Force Base, Alabama Dependents Schools; the Quantico, Virginia Dependents Schools, Robins Air Force Base Dependents Schools, the Dahlgren Dependents School, Dahlgren, Virginia and the Guam Dependents Schools; excluding all nonprofessional employees, substitute teachers, supervisors, management officials, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

FEDERAL LABOR RELATIONS AUTHORITY



Acting Regional Director, Washington Region

Dated: April 11, 2000

Attachment: Service Sheet

SERVICE SHEET

I certify that I have served the parties listed below a copy of the Certification of Consolidation of Units in Case WA-RP-90087

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

CERTIFIED NOS.

Robert E. Sutmier
Agency Representative
Department of Defense
Education Activity
Office of the General Counsel
821 San Carlos Road, Building 3813
Pensacola, FL 32508-5531

Z 426 920 127

Dorothy L. Lee, General Counsel
FEA
537 B Avenue
Coronado, CA 92118

Z 426 920 128

REGULAR MAIL

ALL REGIONAL OFFICES
Federal Labor Relations Authority

DATED THIS *April 11, 2000* AT *Washington, D.C. Regional Office*



**DDESS
OFFICIAL TIME REQUEST / REPORT**

Employee Name and Position: _____

School District and School: _____

Date of Request: _____

Destination: _____

Estimated Date(s) and Amount of Official Time Requested: _____

Request Initiated by:

Agency _____

Association _____

Official time is requested for the reason(s) checked below for Association representational duties:

Excluded from the Bank		Included in the Bank	
	Investigation/preparation of grievance		Representational duties
	Presentation of grievance		Association training
	Representation of disciplinary action		Attendance at Association Area Council Mtg.
	Preparation for arbitration		Other (brief explanation)
	Representation in arbitration		
	Consultation with Agency		
	Negotiation/preparation		
	FLRA/FSIP hearings		
	Formal discussions		
	Weingarten Investigation		
	School Board meetings during duty day		

Approval (is) (is not) given for the above-mentioned request. If disapproved, state reason:

DATE

NAME, TITLE, AND SIGNATURE OF SUPERVISOR

Official Time Used (Date(s))	Start Time	End Time	Total Hours

Official time for meetings initiated by a principal, Superintendent, or an Agency designee is NOT deductible from the official time bank.

I certify that the employee named above was released from duty for official time purposes and that _____ hours should be deducted from the official time bank.

DATE

NAME, TITLE, AND SIGNATURE OF SUPERVISOR

**FEA/Stateside Region Request for Information
Under Section 7114(b)(4) of the Federal Service
Labor Management Relations Statute**

DATE: Date of the information request. _____

REQUESTOR: Name of the requesting Association. _____

ASSOCIATION CONTACT: Name, position, mailing address, and phone number of the Association contact submitting the request.

AGENCY CONTACT: Name, position, mailing address, and phone number of the Agency representative to whom the request is being made. _____

INFORMATION REQUESTED: Description of information requested. [Include whether personal identifiers (such as names, social security numbers, or other matters identifying individual employees) are included or may be deleted.] _____

PARTICULARIZED NEED: Statements explaining why the Association needs the requested information. (Explain how the Association intends to use the requested information and how that use of the information relates to the Association's role as the exclusive representative. Include time periods encompassed by the request. Be as specific as possible.)

PRIVACY ACT: Do you know if the requested information is contained within a system of records under the Privacy Act? (If so, identify that system of records.)

OTHER MATTERS: Other matters related to the request for information. (Discuss any other matters not listed above which relate to the Association's information request and which may assist the Agency in responding to the request).

Please contact me if the Agency requires further clarification of our request or wants to meet to discuss the request, the means of furnishing this information to the Association, or the issues giving rise to this request.

Signature of Requestor

Phone

EXPERIENCE CREDITABLE AS "TEACHING EXPERIENCE" UNDER ARTICLE 20, SECTION 3.

POSITION	CREDITABLE EXPERIENCE FOR PAY PURPOSES										
	Experience as a Classroom Teacher in a University Setting, an Elementary or Secondary Setting or at the DoDDS Panama Canal Junior College*	Experience as a Guidance Counselor in an Elementary or Secondary Setting or at the DoDDS Panama Canal Junior College	Experience as an Education Technologist in an Elementary or Secondary Setting or at the DoDDS Panama Canal Junior College	Experience as a Media Information Specialist in an Elementary or Secondary Setting or at the DoDDS Panama Canal Junior College	Experience as an Administrator in an Elementary or Secondary Setting or at the DoDDS Panama Canal Junior College	Experience as a Registered Nurse in a Clinical or Hospital Setting, an Elementary or Secondary Setting or at the DoDDS Panama Canal Junior College	Experience as a Physical Therapist in a Clinical or Hospital Setting, an Elementary or Secondary Setting or at the DoDDS Panama Canal Junior College	Experience as an Occupational Therapist in a Clinical or Hospital Setting, an Elementary or Secondary Setting or at the DoDDS Panama Canal Junior College	Experience as a Psychologist in a Clinical or Hospital Setting, an Elementary or Secondary Setting or at the DoDDS Panama Canal Junior College	Experience as a Social Worker in a Clinical or State Family Support System, an Elementary or Secondary Setting or at the DoDDS Panama Canal Junior College	Experience as a Speech Teacher or Therapist in an Elementary or Secondary School Setting, at the DoDDS Panama Canal Junior College or in a Hospital or Clinical Setting
Teacher	Yes	Yes	Yes	Yes	Yes	No**	No**	No**	No**	No**	Yes
Speech Teacher/Therapist/Pathologist	Yes	Yes	Yes	Yes	Yes	No**	No**	No**	No**	No**	Yes
Media Information Specialist	Yes	Yes	Yes	Yes	Yes	No**	No**	No**	No**	No**	No**
Guidance Counselor	Yes	Yes	Yes	Yes	Yes	No**	No**	No**	Yes	No**	No**
Education Technologist	Yes	Yes	Yes	No**	Yes	No**	No**	No**	No**	No**	No**
Nurse	Yes	No**	No**	No**	No**	Yes	Yes	Yes	No**	No**	No**
Occupational Therapist	Yes	No**	No**	No**	No**	Yes	Yes	Yes	No**	No**	No**
Physical Therapist	Yes	No**	No**	No**	No**	Yes	Yes	Yes	No**	No**	No**
Psychologist	Yes	Yes	Yes	Yes	Yes	No**	No**	No**	Yes	Yes	No**
Social Worker	Yes	Yes	Yes	Yes	Yes	No**	No**	No**	Yes	Yes	No**
* Preschool experience with either an academic or social skill emphasis is creditable, e.g., learning centers, Montessori Schools, HeadStart program.											
Pre-school experience in a day care center is not creditable.											
**All prior DoDDS/DDESS experience in any of the above identified positions is creditable experience for pay purposes for any other identified position(s).											

APPENDIX F – SALARY SCHEDULES

DDESS PROFESSIONAL BARGAINING UNIT MEMBER
COMPENSTION SCHEDULES MAY BE FOUND AT THE
DDESS WEBSITE:

<http://www.am.dodea.edu>

**DDESS
Extracurricular Duty Assignment
COMPENSATION SCHEDULE**

ECDA Position	High School		Length	Middle School	
	HD Coach	Asst. Coach		HD Coach	Asst. Coach
Athletic Director ***	\$12,000.00		Year	\$2,000.00	
Football ***	\$9,000.00	\$7,000.00	Season	\$2,400.00	\$1,800.00
Basketball **	\$8,000.00	\$6,000.00	Season	\$2,400.00	\$1,800.00
Track (No Indoor)	\$4,000.00	\$3,000.00	Season	\$2,000.00	\$1,500.00
Track (Indoor)	\$4,500.00	\$3,375.00	Season		
Baseball	\$4,000.00	\$3,000.00	Season	\$2,000.00	\$1,500.00
CrossCountry*	\$2,500.00	\$1,875.00	Season	\$2,000.00	\$1,500.00
Golf	\$1,750.00	\$1,300.00	Season	\$1,200.00	\$800.00
Soccer **	\$6,000.00	\$4,500.00	Season	\$2,000.00	\$1,500.00
Wrestling	\$4,000.00	\$3,000.00	Season	\$2,000.00	\$1,500.00
Volleyball **	\$4,700.00	\$3,525.00	Season	\$2,000.00	\$1,500.00
Tennis	\$1,750.00	\$1,200.00	Season	\$1,200.00	\$800.00
Softball	\$4,000.00	\$3,000.00	Season	\$2,000.00	\$1,500.00
Swimming	\$2,100.00	\$1,575.00	Season		
Weight Training*	\$2,100.00		Year		
Sports Medicine***	\$10,000.00		Year		
Intramurals Director			Year	\$2,000.00	\$1,500.00
Intramurals Coach			Season	\$500.00	
Cheerleader Sponsor **	\$3,000.00	\$2,250.00	Year	\$1,000.00	
Student Activities Director	\$3,000.00		Year	\$1,000.00	
Band ***	\$5,900.00	\$4,425.00	Year	\$2,800.00	
Chorus/Drama	\$2,000.00		Year	\$1,500.00	
Yearbook	\$1,200.00			\$1,000.00	
Student Government	\$1,500.00		Year	\$1,000.00	
Academic Club	\$1,200.00		Year	\$1,000.00	
Class Sponsor	\$1,200.00		Year		
Flag Corps	\$1,200.00		Year		
Teacher, VPDA (one credit hour course	\$1,200.00		Year		
Teacher, VPDA (one credit hour course	\$2,200.00		Year		

*** Includes 15 Additional Workdays (120 hours)

** Includes 10 Additional Workdays (80 hours)

* Includes 5 Additional Workdays (40 hours)

**DDESS
Extracurricular Duty Assignment
COMPENSATION SCHEDULE**

Chemical Hygiene Officer	\$1,000.00	Year
SIT Chair	\$1,650.00	Year
SIT Committee Member	\$1,100.00	Year
Mentor (New Teacher Licensure)	\$1,400.00	Year

Activities for which bargaining unit members are involved in beyond the regular duty day that are year-long activities not listed above shall be compensated according to the following schedule.

1*	2**	3***	4****
\$550.00	\$1,100.00	\$1,650.00	\$2,200.00

1* Personnel in this category will conduct a minimum of one activity per week outside the regular instructional day.

2** Personnel in this category will conduct a minimum of two activities per week outside the regular instructional day.

3*** Personnel in this category will conduct a minimum of three activities per week outside the regular instructional day.

4**** Personnel in this category will conduct a minimum of four activities per week outside the regular instructional day.

All other school activities sponsored by bargaining unit members and approved by the Superintendent, that are not yearlong in duration, shall be based on a payment of \$350.00 per activity.

EMERGENCY LEAVE BANK

What it is: The Emergency Leave Bank has been established per Article 21, section 9, of the DDESS/FEA-SR Master Labor Agreement. Through this bank, a participant can apply for sick leave following a medical emergency, catastrophic illness, or injury during which the participant is unable to perform his/her assigned duties.

Participants

1. Must be employees (not family members of employees) covered by this Agreement.
2. Must voluntarily contribute one (1) sick leave day to the bank.
3. Must submit this application within thirty (30) days if a new employee.
4. May join during "Open Season."

Operation

- A. A participant may request leave from the Leave Bank provided:
1. He/she has exhausted all personal and sick leave; and
 2. He/she furnishes the attending physician's statement establishing the need for absence from duty for a prolonged period of time because of a medical emergency, catastrophic illness, or injury.
- B. The Emergency Leave Bank Committee will make decisions on all applications submitted. These decisions are not subject to the grievance process.
- C. Approval for leave grants must be by a majority decision of the Emergency Leave Bank Committee which consists of one administrator and two bargaining unit members.
- D. Anyone participating in the Leave Bank will be limited to withdrawing from the bank up to a total of forty (40) days in succession per application. When an illness or the effects of an injury extend beyond forty (40) days, the participant may reapply for consideration of up to an additional forty (40) days.

DO NOT DETACH. COMPLETE AND MAKE A COPY FOR YOUR RECORDS.

Employee (Print name) _____

Position _____ School _____

_____ **I DO NOT** wish to participate in the Emergency Leave Bank.

_____ **I DO** wish to participate in the Emergency Leave Bank. The supervisor's signature signifies I have a sick day to contribute.

Supervisor's Signature

Employee's Signature

Date

Date

Complete and forward to principal.

Emergency Leave Bank Request Form

Employee Name

School District/School

Hour(s)/day(s) of sick leave requested: _____

Reason(s) why leave requested: _____

Employee Signature

Date

=====

FOR USE BY E.L.B. COMMITTEE ONLY

Approved _____

Disapproved _____

Date

STATEMENT FROM ATTENDING PHYSICIAN

Patient's Name: _____

Diagnosis of medical emergency: _____

Simple explanation of diagnosis in layman's language: _____

Current Status: _____

Is immediate treatment required? _____

Can patient perform assigned duties at work if modifications are made to the working environment (e.g., in a wheelchair if non-weight bearing)? _____

If yes, please explain modifications required: _____

Prognosis: _____

How many days of sick leave do you estimate this patient will need before he/she will be able to return to work? _____

Will modifications to the working environment be necessary at that time? _____

If yes, please explain specifics: _____

Do you expect that this patient will be able to return to work in his/her present assignment? _____

Any comments/recommendations: _____

Printed name of attending physician

Signature of attending physician

Address

Specialty area(s)

City, State, Zip

Phone Number

Date

**FACT SHEET
ON
LEAVE WITHOUT PAY (LWOP) FOR EDUCATIONAL PURPOSES PROGRAM**

Employment Status:	Placed on LWOP
Duration of Program:	Initial request may be for one school year only. If a second year is needed, the educator must submit a written request to the Director of DDESS for approval.
Length of Service/Program Eligibility:	Completion of five consecutive years of fully satisfactory service with DDESS since completion of the last leave granted for educational purposes. Employee must be serving on a permanent appointment.
Program of Study/Nature of Program:	Pursue a course of formal study at an accredited college or university in the United States. Program to be undertaken must be beneficial to the needs of DDESS.
Employment Obligation:	None
Failure to Complete Program:	Failure to abide by the terms that were presented as a basis for approval of the request for LWOP may be grounds for the Government to recover all or part of any cost to the Government.
Health Benefits Coverage:	Health insurance coverage remains in effect; however, the employee must pay the full share of employee premiums.
Life Insurance Coverage:	Life insurance coverage remains in effect; however, employee must pay full share of employee premiums.
Step Increase:	No additional step increase for year on LWOP.
Credit for Retirement:	Credit for six months toward retirement is given in any one (1) calendar year.
Leave Accrual:	None.

**FACT SHEET
ON
YEARLONG EDUCATIONAL LEAVE AT HALF-PAY PROGRAM**

Employment Status:	Receives basic pay for half of each workday and is placed on leave without pay for the other half of the workday.
Duration of Program:	One school year.
Length of Service/Program Eligibility:	Completion of three (3) consecutive years of fully satisfactory service with DDESS. Employee must be serving on a permanent appointment.
Program of Study/Nature of Program:	Pursue a one (1) year course of study at a college or university in the United States in a field or program determined beneficial to the needs of DDESS.
Employment Obligation:	Three school years of service with DDESS upon return.
Failure to Complete Program:	Failure to abide by the terms presented as a basis for approval of the request may be grounds for the Government to recover all or part of any cost to the Government.
Health Benefits Coverage:	Health insurance coverage remains in effect; however, the employee must pay the full share of employee premiums.
Life Insurance Coverage:	Life insurance coverage remains in effect; however, employee must pay full share of employee premiums.
Step Increase:	Step increase will be granted for full-time employees.
Credit for Retirement:	Full credit for retirement.
Leave Accrual:	Leave will accrue at the rate of five (5) days of sick leave and two (2) days of personal leave per school year.

**FACT SHEET
ON
ADMINISTRATIVE REEMPLOYMENT RIGHTS (ARR) PROGRAM**

Employment Status:	Employee resigns.
Duration of Program:	Initial request may be for one (1) or two (2) school years. If one (1) year is approved and a second year is needed, the educator must submit a written request to the Director of DDESS for approval.
Length of Service/Program Eligibility:	Completion of five (5) consecutive years of fully satisfactory service with DDESS since completion of the last leave granted for educational purposes. Employee must be serving on a permanent appointment.
Program of Study/Nature of Program:	Pursue a course of formal study, participate in a project, or accept temporary employment. Program to be undertaken must be beneficial to the needs of DDESS.
Employment Obligation:	None
Failure to Complete Program:	Failure to abide by the terms of the ARR agreement could result in the agreement to reemploy being voided. Should this occur, the educator must compete with other applicants for a position.
Health Benefits Coverage:	Employee may opt for temporary continuation of coverage; however, the enrollee must pay the full premium for the plan (that is, both the employee and Government share of the premium) plus a two (2) percent administrative charge.
Life Insurance Coverage:	No life insurance coverage.
Step Increase:	Upon completion of the ARR an employee will be advanced one (1) step for their prior years= service.
Credit for Retirement:	No credit for retirement.
Leave Accrual:	None.

**APPLICATION / AGREEMENT
FOR
DDESS EDUCATIONAL LEAVE PROGRAMS**

Name of Educator: _____

School District and School (address and phone number): _____

Present Position Title: _____

Also qualified to teach (list categories or subject areas): _____

I have been serving on a full-time permanent continuous appointment with DDESS since ____.

Total years in DDESS: _____.

I have previously been on ARR, LWOP, or Yearlong Educational Leave at Half Pay. _____.

Yes or No

If yes, which program and what school year: _____

=====

**PROPOSED PROGRAM OF STUDY FOR:
SELECT ONE: (ACADEMIC PROPOSAL REQUIRED FOR EACH PROGRAM)**

- 1. Yearlong Educational Leave at Half Pay ()
- 2. Leave Without Pay for Educational Purposes ()
- 3. Administrative Reemployment Rights Program ()

I will attend _____ - _____
(College or University) (City and State)

Proposed Admittance Date: _____

Program Completion Date: _____

Program will include the following courses for a total of ____ semester hours (or equivalent in quarter hours).

Course Title and Number of Hours

I have attached course descriptions for the courses listed above as well as correspondence from the appropriate college or university approving my program of study or project. If selected, I agree to provide official documentation demonstrating satisfactory completion of the program.

EXPLANATION OF PROPOSED PROGRAM OF STUDY/PROJECT/EMPLOYMENT AND

ANTICIPATED BENEFITS TO THE SCHOOL DISTRICT:

If selected for the Yearlong Educational Leave Program, I hereby agree to maintain my employment with DDESS for an additional three (3) consecutive years commencing with the school year following completion of the academic program. If selected for the ARR Program, I understand and acknowledge that if I fail to satisfactorily complete the academic program, I will receive no special placement consideration.

(Signature of Applicant) (Date)

The following portion must be completed by your principal:

Recommend Approval: _____

Recommend Disapproval: _____

Comments: _____

By signing this application, I certify that the educator whose signature appears above is performing at a Fully Successful level.

(Signature of principal) (Date)

Superintendent's Endorsement: I recommend ____ approval ____ disapproval.

(Signature of Superintendent) (Date)

FAX REQUESTS WITH PAYMENT INFORMATION to (202) 606-3749; Phone (202) 606-5111 **DATE:** _____
If you fax, do not forward a hard copy. You may file this form electronically at: www.fmcs.gov

1. EMPLOYER
 Company Name: _____
 Representative Name: (Last) _____ (First) _____ (Initial) _____
 Street: _____
 City: _____ State: _____ Zip Code: _____
 Phone: _____ Fax: _____
 E-mail: _____

2. UNION
 Union Name: _____ Local # _____
 Representative Name: (Last) _____ (First) _____ (Initial) _____
 Street: _____
 City: _____ State: _____ Zip Code: _____
 Phone: _____ Fax: _____
 E-mail: _____

3. **Site of Dispute:** City: _____ State: _____ Zip Code: * _____
*Required for Metropolitan Selection

4. Select the panel of arbitrators from below or see "Special Requirements" on page 2.
 Regional **Sub-Regional** **Metropolitan** (125 mile radius from site of dispute. May cross state boundaries.)

5. **Type of Issue:** _____

6. **Panel Size:** _____ A panel of (7) names is usually provided. If this is a unilateral request, you must attach your relevant contract language which specifies a different number or "certify" on Page 2 that both parties have agreed to the number specified.

7. **Type of Industry:** Private Sector State or Local Government Federal Government

8. **Payment Options: \$50.00 per panel** **OR** **\$30.00 IF FILED AT WWW.FMCS.GOV**
 Check Money Order ABA Routing Number: _____ Checking Acct. #: _____
(SEE DISCLOSURE STATEMENT ON PAGE TWO IF PAYMENT IS BY CHECK.)
 Check to split payment evenly
 VISA **MASTERCARD** **AMERICAN EXPRESS** **DISCOVER** **PREPAID ACCOUNT**
Name (1): _____ **Paid by:** Union Employer **Amount:** _____
Card Number: _____ **Expires:** Month: _____ Year: _____
Name (2): _____ **Paid by:** Union Employer **Amount:** _____
Card Number: _____ **Expires:** Month: _____ Year: _____
ALC for Federal Agencies: ALC # _____ Prepayment # _____

9. **Signatures:** Employer: _____ Union: _____

REQUEST FOR ARBITRATION PANEL

SPECIAL REQUIREMENTS

Note: ALL requests on this page must be “**CERTIFIED**” as jointly agreed **AND** signed below.

Requests on this page will NOT be honored without proper certification.

? Select panel from **Nationwide**

? **EXPEDITED ARBITRATION** under FMCS Procedures

(See FMCS Arbitration Policies and Procedures, Subpart D, Section 1404.17 for specific requirements for Expedited Arbitration.)

ORGANIZATIONS or CERTIFICATIONS:

? Attorney ? AAA (American Arbitration Assoc.) ? Industrial Engineer ? NAA (National Academy of Arbitrators)

SPECIALIZATIONS:

Industry Specialization: _____

Issue Specialization: _____

ADDITIONAL REQUIREMENTS: (For example, geographical restrictions, exclusions of arbitrators)

A panel will be sent based upon the request of a single party. If “Special Requirements” are listed or “Expedited Arbitration” is requested, you **MUST** certify that all parties jointly agree to these requests. This also applies to additional panel requests. If your contract contains these “Special Requirements,” including “Expedited Arbitration,” submit a copy of the relevant contract language only. A submission of a panel should not be construed as anything more than compliance with a request and does not reflect on the substance or arbitrability of the issue(s) in dispute.

I certify that the above is jointly agreed.

Signature: _____ On behalf of: ? Union ? Employer

NOTICE TO CUSTOMERS MAKING PAYMENT BY CHECK

Authorization to Convert Your Check: If you send us a check to make your payment, your check will be converted into an electronic fund transfer. “Electronic fund transfer” is the term used to refer to the process in which we electronically instruct your financial institution to transfer funds from your account to our account, rather than processing your check. By sending your completed, signed check to us, you authorize us to scan your check and to use the account information from your check to make an electronic fund transfer from your account for the same amount as the check. If the electronic fund transfer cannot be processed for technical reasons, you authorize us to process your original check.

Insufficient Funds: The electronic fund transfer from your account will usually occur within 24 hours, which is faster than a check is normally processed. Therefore, make sure there are sufficient funds available in your checking account when you send us your check. If the electronic fund transfer cannot be completed because of insufficient funds, we will not resubmit the check information for electronic fund transfer. Your bank may charge you a fee for insufficient funds.

Transaction Information: The electronic fund transfer from your account will be on the account statement you received from your financial institution. However, the transfer may be in a different place on your statement than the place where your checks normally appear. For example, it may appear under “other withdrawals” or “other transactions.” You will not receive your original check back from your financial institution. For security reasons, we will destroy your original check, but we will keep a copy of the check for record keeping purposes.

Your Rights: You should contact your financial institution immediately if you believe that the electronic fund transfer reported on your account statement was not properly authorized or is otherwise incorrect. Consumers have protections under a Federal law called the Electronic Fund Transfer Act for an unauthorized or incorrect electronic fund transfer.

APPENDIX M

DEFINITIONS

School District: A Department of Defense Domestic Dependent Elementary and Secondary School District located at the following installations:

Camp Lejeune, North Carolina
Dahlgren, Virginia
Fort Benning, Georgia
Fort Bragg, North Carolina
Fort Campbell, Kentucky
Fort Jackson, South Carolina
Fort Knox, Kentucky
Fort Rucker, Alabama
Fort Stewart, Georgia
Guam
Laurel Bay, South Carolina
Maxwell Air Force Base, Alabama
Robins Air Force Base, Georgia
Quantico, Virginia
West Point, New York

Days: Calendar day(s) unless otherwise indicated as workday(s).

Classroom teacher: All certified professional employees whose primary duties are to provide instruction and includes teachers, information specialists, and special education teachers.

Earned Hourly Rate: The annual salary divided by 1520 hours.

DDESS Director: Where the term "DDESS Director" is used, it refers to the individual responsible, for the organization, management, funding, direction, and supervision of the Department of Defense Domestic Dependent Elementary and Secondary Schools, or his/her designee.

Parent: The biological father or mother of a child when parental rights have not been legally terminated; a person who, by order of a court of competent jurisdiction, has been declared the father or mother of a child by adoption; the legal guardian of a child; or, a person in whose household a child resides, provided that such person stands in loco parent is to that child and contributes at least one-half of the child's support.



DOMESTIC DEPENDENT ELEMENTARY AND SECONDARY SCHOOLS

700 Westpark Drive, Peachtree City GA 30269

(678)364-8000/(770)632-8720 (fax)

January 10, 2006

MEMORANDUM FOR DDESS SUPERINTENDENTS

SUBJECT: DDESS/FEA-SR Master Labor Agreement

1. On January 6, 2006 the Department of Defense Civilian Personnel Management Service (CPMS) approved the new collective bargaining agreement between DDESS and FEA-SR. As you may recall, the original agreement was executed on 15 July 2005, but disapproved upon Agency Head Review. The parties finally reached agreement to "fix" the disapproved sections and re-executed the agreement on December 6, 2005.
2. The new contract is based upon a 42-page MOU with attachments. Those provisions will have to be incorporated into the former Master Labor Agreement, and then the new MLA will have to be re-printed and distributed. We will provide further information in the near future concerning training on the new contract.
3. Please contact Bob Sutemeier at 678-364-6462 if you have further questions.

Sincerely,

A handwritten signature in cursive script that reads 'Elaine Beraza'.

Elaine Beraza

Director, DDESS/DoDDS-Cuba

Encl:

CPMS Letter, January 6, 2006



DEPARTMENT OF DEFENSE
CIVILIAN PERSONNEL MANAGEMENT SERVICE
1400 KEY BOULEVARD
ARLINGTON, VA 22209-5144

January 6, 2006

MEMORANDUM FOR DIRECTOR, DEPARTMENT OF DEFENSE ELEMENTARY
AND SECONDARY SCHOOLS/DEPARTMENT OF
DEFENSE DEPENDENTS SCHOOLS-CUBA, ATTN:
OFFICE OF THE GENERAL COUNSEL (ROBERT
SUTEMEIER) 700 WESTPARK DRIVE, PEACHTREE CITY,
GA 30269

SUBJECT: Master Labor Agreement between the Department of Defense Domestic and
Secondary Schools (DDESS) and the Federal Education Association-Stateside Region
(FEA-SR)

The subject agreement was originally executed on July 15, 2005 and disapproved
on August 11, 2005. The parties re-executed the agreement on December 6, 2005 and it
has been reviewed pursuant to 5 U.S.C. § 7114(c) and is hereby approved.

The approval of this agreement does not constitute a waiver of or exception to any
existing law, rule, regulation or published policy.

This action is taken under authority delegated by DoD 1400.25-M, Civilian
Personnel Manual, Subchapter 711, Labor Management Relations. Please annotate the
agreement to indicate: Approved by the Department of Defense on January 6, 2006

One electronic copy of the approved agreement should be forwarded to
labor.relations@cpms.osd.mil along with one copy of OPM Form 913-B (attached).

If there are any questions concerning this matter, Ms. Shannon W. Schmidt can be
reached on DSN 426-6301 or commercial (703) 696-6301, extension 462.

A handwritten signature in black ink, appearing to read "Darryl Roberts".

Darryl Roberts
Staff Director for Labor and Employee Relations

Attachment:
As stated

cc:

Mr Robert E. Sutemier, Associate General Counsel
Office of the General Counsel
700 Westpark Drive
Peachtree City, GA 30269

Caroline Myers, FEA-SR Area Director
2455 Craigston Drive
Columbus, GA 31906