

**DoDEA CBA Proposal M-1 April 24, 2019**

**ARTICLE 1 – PREAMBLE**

**Section 1.**

This agreement is made and entered into by and between the Overseas Education Association (OEA) hereinafter referred to as the "Association or Federal Education Association (FEA)," and the Department of Defense Dependents Schools (DoDDS), hereinafter referred to as the "Employer, Agency, or Department of Defense Education Activity (DoDEA)".

**Section 2.**

The purpose of this Agreement is to comply with 5 U.S.C. 7101, et seq., by establishing a basis for orderly and constructive dealings between the Association and the Employer. Both parties recognize that Congress has found that labor organizations and collective bargaining in the Civil Service are in the public interest.

**Section 3.**

The Association is recognized by the Employer as the exclusive representative for a bargaining unit composed of all nonsupervisory professional school-level personnel (including Not-to-Exceed NTE employees) employed by the Department of Defense Dependents Schools in the Atlantic, Germany, and Pacific Regions; but excluding all nonprofessional employees, educational aides, substitute teachers, management officials, supervisors and those employees otherwise excluded by Statute.

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_

**ARTICLE 2 - CONDITIONS OF THE AGREEMENT**

**Section 1. Mission.**

Management has determined that the primary mission of DoDEA is to provide to its students the highest quality of education possible within its resources.

**Section 2. Relationship to Laws and Government-Wide Regulations.**

A. In the administration of all matters covered by this Agreement, the parties shall be governed by the following: existing and future laws; Government-wide rules and regulations in effect on the effective date of this Agreement; and government-wide rules and regulations issued after the effective date of this Agreement that do not conflict with this Agreement, absent mutual Agreement otherwise.

This Agreement supersedes any non-government wide regulations or directives pertaining to personnel policies or practices or other general conditions of employment where in conflict with this Agreement. Where there is no conflict, such regulations, directives, etc., will apply.

Upon implementation of this Agreement, existing memoranda of understanding (MOUs) between the Parties shall terminate. However, any legally-sufficient, past practice established by such MOUs will continue unless in conflict with this Agreement, or until such practice is otherwise modified in accordance with law.

B. Either during orientation sessions or the first faculty meeting, the Employer shall acknowledge the Federal Education Association, its exclusive recognition, and the Faculty Representative Spokesperson.

C. In schools with more than one administrator, the Employer will, within 20 days of the beginning of school, advise the Faculty Representative Spokesperson/designee and also post for the faculty, a list delineating the responsibilities/duties of each Employer official at the school.

D. The Employer shall maintain at each school a complete set of current DoDEA Directives and/or other issuances applicable to unit employees at the school where such documents are not otherwise available on the internet or intranet. The Employer shall furnish to the Association at the appropriate level, upon request, and, to the extent not prohibited by law, and supported by particularized need, data –

1. which is normally maintained by the Employer in the regular course of business,
2. which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and
3. which does not constitute guidance, advice, counsel, or training provided for Employer officials or supervisors, relating to collective bargaining.

E. The Employer shall ensure that appropriate personnel actions related to the death of a unit employee are processed promptly.

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F. Whenever in this Agreement the wording can be read to assign a duty or task to a specific position it shall be interpreted to mean that the duty can be assigned to that position or a designee.

### **Section 3. Association.**

A. The Association is recognized as the exclusive representative for employees in the unit and is entitled to act for and negotiate agreements covering all employees in the unit. The Association shall represent the interests of all employees in the unit without discrimination and without regard to labor organization membership. The Association shall be given the opportunity to be represented at:

1. any formal discussion, including councils or committees, between one or more representatives of the Agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policies or practices or other general conditions of employment.
2. any examination of an employee in the unit by a representative of the Agency in connection with an investigation, if:
  - a. the employee reasonably believes that the examination may result in disciplinary action against the employee; and
  - b. the employee requests representation.

B. The Employer shall annually inform unit employees of their rights as indicated in the above Section 3 A (2).

C. The Employer shall provide the Faculty Representative Spokesperson a brief period at the end of each faculty meeting to make announcements, subject to the following restrictions:

1. no internal Association business shall be conducted;
2. meeting does not interfere with the instructional day; and
3. members of the faculty are free to leave at the end of the faculty meeting.

D. Employees who are released from duty without pay to represent the Association shall retain entitlement to all allowances and benefits only to the extent required by law or government-wide regulations.

E. Upon request, the Employer may provide Association Representatives who are unit employees of DoDEA with appropriate permissive Government Travel Orders for transportation for the purpose of conducting representational duties.

**Section 4. Employee Rights.**

A. Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and such employee shall be protected in the exercise of such right. Also, within the meaning of a the Federal Labor-Management Relations Statute, such right includes the right to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization (the FEA) to appropriate management (DoDEA).

Nothing in this Agreement shall require an employee to become or to remain a member of the Association, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. Neither the Employer nor the Association shall interfere with, restrain, coerce, or discriminate against employees in the bargaining unit for exercising their rights under the Federal Service Labor-Management Relations Statute. The Employer shall not encourage or discourage membership in the Association. DoDEA further agrees that no Association representative will be subject to reprisal in the form of lowering of performance ratings or imposition of disciplinary action for engaging in protected union activities. DoDEA also agrees that principals should not solicit employees to run for union offices or otherwise interfere with election of union representatives.

B. Each unit employee has the right to seek assistance from his/her Association Representative at any time that neither is involved in instructional duties.

C. Personnel Files

1. The Employer shall establish, maintain, and retain unit employees' personnel records only in accordance with law, regulations, and this Agreement. To the extent permitted under the Privacy Act, unit employees and/or their designated representatives shall have access to records contained in their personnel file(s) and, further, shall be entitled to make a copy of any or all material contained therein.

2. Regarding supervisory files any material relating to a unit employee's conduct, service, character or personality that is to be placed in the unit employee's personnel file(s) shall be first shown to the employee. Further, the employee shall have the right to request removal or amendment of objectionable material and to attach a written response to the material to be placed in said file.

3. Records of admonishment, letters of caution, warning, reprimand, and similar disciplinary action papers shall not be maintained or used against the unit employee unless a disciplinary, administrative, or judicial proceeding has been instituted within two (2) years from the time of the initial action provided it is of a similar nature.

D. In the event that a unit employee's paycheck is not received on the established pay day, upon the unit employee's request, the Employer will request from the servicing finance office that a replacement check be issued as soon as possible.

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Unit employees are encouraged to maintain official documents they receive related to pay and leave and to carry such documents with them when they are transferred or reassigned. When the finance records of a unit employee are lost, destroyed, or delayed in conjunction with a reassignment or transfer, the Employer agrees to accept the unit employee's most recent "Earnings and Leave" 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. The Leave and Earnings statement generated by DFAS for employees satisfies all current and future obligations to provide employees with a clear, fully understandable explanation of how each pay check was calculated.

E. 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 in the performance of assigned duties, and the Employer has advance notice, the Employer shall make every reasonable effort to ensure that such activity is done in private without the knowledge of other employees or students.

F. The Employer shall make reasonable efforts to ensure that unit employees have privacy on the school site for making necessary telephone calls to parents of students, Civilian Personnel Offices, military offices, and other Employer officials.

G. A unit employee is free to set the effective date of his/her resignation consistent with law and regulation.

### **Section 5. Management Rights.**

A. Nothing in this Agreement shall affect the authority of any management official of the Employer -

1. to determine the mission, budget, organization, number of unit employees, and internal security practices of the agency; and
2. in accordance with applicable laws –
  - a. to hire, assign, direct, lay off, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
  - b. to 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 --
    - i. among properly ranked and certified candidates for promotion; or
    - ii. any other appropriate source; and
  - d. to take whatever actions may be necessary to carry out the agency mission during emergencies.

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B. Nothing in this section shall preclude the Employer and the Association from negotiating --

1. at the election of the Employer, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
2. procedures which the Employer will observe in exercising any authority under this section; or
3. appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

C. Unless otherwise stated, all references to days in this Agreement are calendar days.

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_

**ARTICLE 3 – GENERAL ADMINISTRATION PROCEDURES**

**Section 1.**

A fire drill held during the first week of school and one (1) at another time in the school year may be called without notice to unit employees. The Employer, when he/she has advance knowledge, shall inform unit employees of the day during which other drills will be scheduled. After each fire drill, the faculty shall be notified of the time it took to evacuate the building, if known by the Employer.

**Section 2.**

In the event it is suspected that a bomb may be in the building where a unit employee is located and a bomb alert is announced, his/her responsibility will be to assist in the evacuation of the building and to report any unusual objects observed during the evacuation: but, under no circumstances, shall he/she be required to participate in a bomb search or to stay in the building.

**Section 3.**

Both the Association and the Employer agree that it is educationally sound to minimize disruptions that impact on the educational process and agree to cooperate to achieve this end. Upon reasonable request of the FRS, the Principal/designee shall discuss ways and means of minimizing such disruptions.

**Section 4.**

A unit employee recuperating from an illness or an injury and temporarily unable to perform his/her assigned full-time duties may voluntarily submit a written request to his/her supervisor for a part-time assignment to duties commensurate with the disability and the unit employee's qualifications. The Employer shall consider granting such temporary assignment if supported by credible evidence and a position to which the unit employee may be detailed exists at the facility.

**Section 5.**

The Employer shall make reasonable efforts to inform unit employees of any necessary commuting assignments beyond one school before assigning such duties and of reporting requirements at each assigned school as soon as possible, normally not later than the orientation week.

**Section 6.**

The Employer shall attempt to provide each unit school with a faculty lounge(s).

**Section 7.**

On ordering a fitness for duty medical examination, the Employer shall inform the unit employee, in writing, of the reasons for ordering the exam and the consequences of failure to cooperate. When the unit employee is at the school, the Employer will conduct a counseling session with the unit employee to discuss the problem and inform the unit employee of alternatives (retirement, reassignment, etc.) available to him/her.

INITIALS:

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DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_



**ARTICLE 4 - ASSOCIATION/DoDEA COOPERATION**

**Section 1.**

It is agreed that:

A. At the end of the second week after students report to school, the Employer shall furnish to the Faculty Representative Spokesperson, upon request, a list identifying all members of the unit within the school.

B. The Employer agrees to provide the Association at the national level a listing (by regions) containing the following information concerning employees in the bargaining unit:

1. Name
2. Work Location
3. Service computation date
4. Classification and grade
5. Salary

**Section 2.**

The Employer at the school level shall provide a listing to the Association of all formal incentive awards granted unit employees during the school year.

**Section 3. – Labor-Management Committees (LMC).**

A. The purpose of the committees shall be to promote and to facilitate understanding and constructive relationships between the Association and the Employer. Consultations: Consultations is a process short of negotiations whereby the Employer and Association representative(s) discuss matters of mutual concern. The consultations process will be conducted through Committee meetings which are face-to-face meetings between the Employer and Association Representative(s). Committees shall be established at the school level and district levels.

B. Committee meetings at the school level shall be held by mutual agreement, but not less than monthly, by request of either party.

C. Committee meetings at the district level shall be held by mutual agreement.

D. The Association is entitled to two (2) representatives from the school at each committee meeting in those schools where there are two or more administrators. In those schools where there is only one (1) administrator, the Association shall be limited to one (1) representative from the school. In the event that the Employer's number of representatives exceeds the minimum number of Association representatives, the Association shall be entitled to an equal number.

E. At least two (2) days prior to each meeting, the parties shall exchange proposed agendas.

**Section 4.**

Consultations at the regional and national levels shall be held by mutual agreement.

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**Section 5.**

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

**Section 6. Levels of Communication.**

A. In the Administration of this Agreement, channels of communications for both parties shall be in the order prescribed below:

First Level - School Administrator/Faculty Representative Spokesperson (FRS)/Designee. The FRS at each school shall notify the Principal in writing as soon as possible each school year of the bargaining unit employee at the school designated to act in the absence of the FRS.

Second Level - District Superintendent Representative/District Association Representative.

Third Level – Director of Student Excellence (DSE)/Association Regional Representative.

Fourth Level- Director, DoDEA/Association President.

B. Dealings between the Employer and the Association at each level shall be through these designated individuals, or designees. Every effort shall be made to resolve disputes involving the application or interpretation of this Agreement at the lowest possible organization level prior to elevating the matter to the next higher level. Before soliciting outside support, the above channels of communications shall normally be followed in attempting to resolve disputes and problems in administering this Agreement, unless otherwise permitted in this Agreement.

C. The Association shall notify the Employer as soon as possible after this Agreement is signed of the names of the unit employees/staff designated to represent the Association at the various levels. The Employer shall notify the Association as soon as possible after this Agreement is signed of the names of the individuals designated to represent the Employer 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.

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_

**ARTICLE 5 – OFFICIAL TIME**

**Section 1.**

This Article sets forth the number of Association representatives that shall be granted official time and the amount of official time they shall be granted to perform representational duties. The number of Association representatives and the official time used by each, as defined by this Agreement, shall be reasonable, necessary and in the public interest.

**Section 2.**

No later than 30 days before the beginning of a school year, the Agency shall notify the Association of the number of expected bargaining unit employees for the coming school year and give it a bank of official time hours equal to one hour per unit employee. The Association will notify the Agency of how it wishes to distribute those hours over the course of the coming school year among its representatives, e.g., its national president, other national officers, regional and school-based faculty representatives. The projected distribution will show how many hours each named representative shall be allotted over the coming year. Once the Agency has received the Associations prescribed written notice, the actual official time will be available five work days later for use by the designated representatives. The Association will be permitted to adjust its distribution of hours no more than twice during the school year once it has provided the Agency written notice of the adjustment five days in advance of the change. Official time may only be used for representational activities for which official time is permitted under the statute. Official time from this bank need not be charged where the statute or government-wide regulation authorizes the use of official time, e.g., to engage in negotiations.

**Section 3. National Officer/Regional Representatives.**

Released officials shall retain rights to previous educational positions held, provided there are no disqualifying credential, performance, or conduct issues.

**Section 4. Procedures for the Use of Official Time.**

A. When an Association representative leaves his/her work site while on official time for the purpose of meeting with a unit employee(s) at another work site, the representative shall notify his/her supervisor prior to leaving and shall notify the supervisor in the unit employee's work site prior to meeting with said employee to work out the necessary arrangements.

B. Unless authorized in advance a prescribed number of hours on designated days, any Association representative seeking to use official time--whether it be from the negotiated bank, statute or other source, will ask in advance, absent an emergency, for approval to use that time from a representative(s) designated by the agency to approve that Association representative's use of time. The Association representative will provide the agency designee sufficient details about the use of the time so that a decision can be made as to when the time should be allowed and how many hours should be approved. Normally, that will be accomplished by completing the form at the end of this article. Once approved, the Association representative will send an e-mail

to the Agency designee with a copy of an agency national official time coordinator, confirming the amount and date of the time approved. If the actual use varies by more or less than 15 minutes, the Association representative will send a second e-mail at the completion of the approved event. If the actual time use is to vary by more than 30 minutes, the Association representative will seek advance approval for the additional time before using it.

(Use form at end of this article.)

**REQUEST FOR OFFICIAL TIME**

TO (Supervisor): \_\_\_\_\_.

I (Name) \_\_\_\_\_ hereby request \_\_\_\_\_ hours(s) of official time for representational duties or training pursuant to Article 5, Section \_\_\_\_\_.

Representational duties to be performed are:

\_\_\_\_\_  
\_\_\_\_\_.

**Circle appropriate code for the requested official time:**

**BA**                      **BB**                      **BD**                      **BK**

**BA- Term Negotiations. Time used by union representatives to prepare for and negotiate a basic collective bargaining Agreement or its successor.**

**BB- Mid-Term Negotiations. Time used to bargain over issues raised during the life of a term Agreement.**

**BK- Dispute Resolution. Time used to process grievances up to and including arbitrations and to process appeals of bargaining unit employees to the various administrative agencies such as the MSPB, FLRA and EEOC and, as necessary, to the courts.**

**BD- General Labor-Management Relations. Time used for activities not included in the above three categories. Examples of such activities include: meetings between labor and management officials to discuss general conditions of employment, labor-management committee meetings, labor relations training for union representatives, and union participation in formal meetings and investigative interviews.**

**Date(s) Requested \_\_\_\_\_ Approximate Time Desired: \_\_\_\_\_**

**General Location: \_\_\_\_\_ Telephone # \_\_\_\_\_**

**Time of Departure: \_\_\_\_\_ Time of Return: \_\_\_\_\_**

**Total Time: \_\_\_\_\_**

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**Date of Request                      Unit Employee Signature & Association Title**

**Approved \_\_\_\_\_ Disapproved \_\_\_\_\_**

**Supervisor: \_\_\_\_\_**

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_

**ARTICLE 6 - INITIATING/PROCESSING ULP'S**

**Section 1.**

Unless there are 30 days or less remaining in the period for a timely filing of the charge, before the Association or the Employer files an unfair labor practice (ULP) charge with the Federal Labor Relations Authority (FLRA) at the regional or national level, the parties shall attempt to informally resolve the charge in the following manner:

A. The filer of the ULP charge will notify the charged party, either orally or in writing that a ULP charge may be filed. Upon receipt of oral or written notification by the charging party, the charged party may request a meeting with the charging party for the purpose of attempting to informally resolve the charge. The period of time for attempted informal resolution shall not exceed fifteen (15) calendar days, starting from the time of receipt of oral or written notification by the charged party. This fifteen (15) day period may be extended if mutually agreed by the parties.

B. Upon request of the charged party, the parties shall meet within the fifteen (15) day period to attempt to informally resolve the issue. Regarding ULP's at the regional level, said meeting shall be at the Association representative's work site unless the Employer provides the Association representative official time with travel and per diem to travel to the Employer's work site.

C. If the ULP charge is not resolved during this period, the charging party may elect to formally file the charge immediately following the meeting.

D. These proceedings do not apply to ULP charges filed by individuals.

**Section 2.**

ULP charges filed on behalf of the Association or the Employer shall be filed only by authorized officials or staff at the regional or national level.

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_

**ARTICLE 7 - NEGOTIATIONS OVER PROPOSED CHANGES IN CONDITIONS OF EMPLOYMENT OR POLICIES**

**7A – Management Proposed Changes in Conditions of Employment or Policies.**

**Section 1.**

A. Matters appropriate for negotiations at the national level concern conditions of employment affecting unit employees which fall within the scope of bargaining.

B. The Employer shall provide such notice to the Association in writing normally at least fifteen (15) days prior to the proposed implementation date. If the Association wishes to negotiate over the proposed changes, it shall notify the Employer in writing within fifteen (15) days following receipt of the proposed changes. Normally, the Association will submit proposals at the time it requests negotiations. If the notification time limit cannot be met, the Parties agree to expedite the process where the agency has not chosen to exercise any flexibility it has to unilaterally implement the change. Only those proposals directly related to the proposed changes, and not otherwise beyond the scope of the proposed changes, shall be subject to negotiations. Upon receipt of the Association proposals, negotiations shall be scheduled and held promptly at a mutually agreeable location in the Washington, D.C., metropolitan area unless otherwise agreed by the Parties. The Association shall be entitled to representation in accordance with 5 U.S.C. 7131 (a).

**Section 2. Regional Level.**

A. Matters appropriate for negotiations at the regional level concern conditions of employment affecting unit employees which are within the authority of the Employer at the regional level, which fall within the scope of bargaining, which are unique to the region or a school in the region, and which deal with matters not covered by the negotiations that led to this Agreement or other Agreements. It is understood that the National Agreement or other Agreements reached at the national level are controlling, and no Agreements reached at the regional level shall amend or otherwise conflict with the provisions of this Agreement.

B. The Employer shall provide notice of its proposed changes to the Association in writing normally at least fifteen (15) days prior to the proposed implementation date. If the Association wishes to negotiate over the proposed changes, it shall notify the Employer in writing within fifteen (15) days following the receipt of the proposed changes. Typically, the Association will submit proposals at the time of its request to bargain. If the notification time limit cannot be met, the Parties agree to expedite the process. Only those proposals directly related to the proposed changes shall be subject to negotiations. Upon receipt of Association proposals, negotiations shall be scheduled and held promptly at a mutually determined site. The Association shall be entitled to representation in accordance with 5 U.S.C. 7131 (a).

C. If regional representatives of the Employer and the Association disagree as to whether a subject matter or particular proposal is negotiable or is covered by this Agreement or another Agreement at the national level, or if a Party claims that proposal conflicts with the terms of this

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Agreement or other Agreements at the national level, or if impasse is reached, the matter shall be resolved as provided by law or this Agreement.

### **Section 3. Local Level.**

The Parties agree that at the school level, matters appropriate for discussion (personnel policy or practices or other general conditions of employment) are best resolved on an informal basis. Such matters arising at the school level that fall within the scope of bargaining may be negotiated at the regional level, provided a reasonable amount of time has been allowed at the local level to informally resolve such matters. The Parties agree that the Employer and the FRS, upon request, shall meet to consult on such matters at reasonable times as may be necessary. (Upon mutual consent, such matters may be discussed in the Joint Cooperation Committees at the school level). In the event the matter is not resolved at the school level, the Association may submit written proposals to the Employer at the regional level within a reasonable time.

### **Section 4. Implementation.**

Proposed Management changes at any level which fall within the scope of bargaining shall not be implemented until Agreement is reached with the Association unless the Employer is allowed to do so by applicable law, FLRA case decisions, or rules and regulations of appropriate authorities. Required implementation shall not waive the right of the Association to negotiate over the impact and implementation of such required changes.

## **7B – Association Proposed Changes in Conditions of Employment or Policies.**

### **Section 1. National Level.**

A. Matters appropriate for negotiations at the national level concern conditions of employment affecting unit employees which fall within the scope of bargaining and which deal with matters not covered by the negotiations which led to this Agreement. It is understood that the NA and other Agreements reached at the national level are controlling, and no Agreements reached at the regional level shall amend or conflict with the provisions of this Agreement.

B. Not more than once every six months the Association may provide such proposals to the Employer in writing normally at least sixty (60) days prior to the proposed negotiations date. If the Employer wishes to submit counter-proposals, it shall submit written proposals to the Association within thirty (30) days following receipt of the Association proposals. Negotiations shall be scheduled and held within sixty (60) days from the date the Employer received the Association proposals at a mutually agreeable location in the Washington, D.C., area unless otherwise agreed by the Parties. The Association shall be entitled to representation in accordance with 5 U.S.C. 7131 (a).

### **Section 2. Regional Level.**

A. Proposals appropriate for negotiations at the regional level concern conditions of employment affecting unit employees which are within the authority of the Employer at the regional level, which fall within the scope of bargaining, which are unique to the region or a school in the region, and which deal with matters not specifically addressed during the negotiations which led



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to this Agreement or other Agreements negotiated at the national level. It is understood that the national Agreement or other Agreements reached at the national level are controlling, and no Agreements reached at the regional level shall amend or otherwise conflict with the provisions of this Agreement.

B. Not more than once every school year the Association may provide such proposals to the Employer in writing normally at least sixty (60) days prior to negotiations. If the Employer wishes to submit counter-proposals, it shall submit written proposals to the Association within thirty (30) days following receipt of the Association's proposals. Negotiations shall be scheduled and held within sixty (60) days from the date the Employer received the Association proposals, at a mutually determined site. The Association shall be entitled to representation in accordance with 5 U.S.C. 7131 (a).

C. If regional representatives of the Employer and the Association disagree as to whether a subject matter or a particular proposal is negotiable or is covered by this Agreement or another Agreement at the national level, or if a Party claims a proposal conflicts with the terms of this Agreement or other Agreements at the national level or if impasse is reached, the matter shall be resolved as provided for by law or this Agreement.

D. The Association will be limited to no more than two proposals per District (DSO) per school year. After the first year, the Association may reopen this provision as to the number of proposals.

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_

**ARTICLE 8 - STAFFING PROCEDURES**

**Section 1.**

When school vacancies exist and the Employer has determined to fill the vacancies, the Employer may consider filling such vacancies with qualified unit employees in the 1) school and 2) school complex where the vacancies exist. It is understood, however, that the Employer may fill vacancies from any appropriate source and 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. This does not bar the agency from soliciting, rating or ranking candidates other than those designated above, e.g. from outside the unit, while soliciting, rating or ranking the designated unit employees. It merely ensures that the designated unit employees will be considered for selection before others.

**Section 2.**

Unit Employees who are interested in being considered for vacancies within their school or school complex may notify the appropriate Principal or designee in writing each school year. The appropriate Principal or designee is the Principal or designee in the school where the vacancy exists. Unit employees must meet the qualification standards published by DoDEA for the pertinent school year for the positions for which they request consideration.

**Section 3.**

An on-board unit employee who plans to return to the same school the following school year shall normally be notified of his/her teaching assignment and number of classes prior to the close of the current school year. Changes in such assignments will include but not be limited to unexpected changes in curriculum, mission, staffing, and recruitment actions.

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_

**ARTICLE 9 – RESERVED**

**ARTICLE 10 - INVOLUNTARY REASSIGNMENT**

While involuntary reassignments should be kept to a minimum, pursuant to the Employer's education mission, 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 and may, at its discretion, direct a reassignment of an employee. The reassignment may be from location to another or from one grade/course to another.

The Employer may accomplish such reassignments through the use of qualified volunteers. Whenever employees are selected for involuntary reassignment, they will be provided as much advance notice as circumstances warrant. The written notice for involuntary reassignment will contain the following as a minimum:

- A. reason(s) for the reassignment;
- B. why the unit employee was selected;
- C. an opportunity for the individual to give reasons why he/she should not be reassigned. In this statement the individual should include any extenuating circumstances of a personal nature, which she/he feels, should be taken into consideration.

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_

**ARTICLE 11 - 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.**

A. The Employer shall notify the Association in advance when it determines that a reduction in force will occur. Such notice shall normally be given to the Association at least sixty (60) days in advance of the anticipated implementation date and shall include the following information:

1. Reasons for the RIF;
2. Number and types of positions to be affected;
3. Names of employees to be affected by RIF when available.

B. Once it has been determined that a reduction in force is required, all personnel shall normally be given a notice at least sixty (60) days prior to the effective date of the action. When the time element is such that the sixty (60) days advance notice cannot be given due to unforeseen circumstances beyond the control of the Employer, then the advance notice period may be reduced to thirty (30) days. Such notice shall contain the following information:

1. action to be taken;
2. reasons for the action;
3. effective date of action;
4. employee's competitive level, service computation date, credit for performance, tenure group and subgroup;
5. place where affected personnel may inspect regulations and records pertaining to the action;
6. rights to appeal or grieve.

**Section 4. 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 sixty (60) 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 sixty (6) calendar day period.

**Section 5. 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 6. Competitive Area.**

The competitive area for any RIF is defined as all employees of a Local School System (schools or District 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 7. 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 8. Retention Register / Retention Priority.**

In implementing the requirements of 10 U.S.C. 1597(f), the Secretary has determined that employees will be ranked on a retention register based on periods of assessed performance as a primary factor as determined in one of the following categories.

- Employees with a period of assessed performance of less than 12 months and
- Employees with a period of assessed performance of 12 months or more.

Within each category described above, the following retention factors (in order of priority) determine the placement on the RIF retention register:

- Rating of record;
- Tenure group;
- Average score;
- Veteran's preference; and
- DoD service computation date for RIF

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.

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). The Secretary has determined that retention registers will be based on periods of assessed performance as a primary factor as determined in one of the following two categories.

- Employees with a period of assessed performance of less than 12 months and
- Employees with a period of assessed performance of 12 months or more.

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 in accordance with the priority order of retention factors established by the Secretary above 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

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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 9. 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 10. 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.

### **Section 11. Salary Retention Provisions.**

Grade and pay retention shall be afforded to employees who are demoted to a lower graded/paid position within DoDEA in accordance with 5 C.F.R. Part 536 and appropriate procedures. 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 12. Severance Pay.**

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

### **Section 13. Assistance to Employees.**

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

**Section 14. 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.

### **Section 15. Reemployment Priority List.**

The Employer shall establish and maintain a reemployment priority list for employees who have been separated due to RIF. Eligibility shall be determined by seniority of service computation date. It is the Agency's 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. Eligible employees will be registered on the



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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 permanent employee accepts permanent 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. (i.e., the employee's name will remain on the RPL).

**Section 16.**

Unit employees who are reassigned outside the commuting area by the Employer's actions under this Article shall be provided travel and transportation in accordance with applicable regulations.

**Section 17.**

The determination as to whether or not to fill a vacancy shall be solely within the discretion of the Employer. The Employer reserves the right to determine the qualifications for vacant positions.

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_

**ARTICLE 12 - GRIEVANCE PROCEDURE**

**Section 1. Generally.**

The negotiated grievance procedure is established to provide unit employees with an opportunity to raise matters of concern or dissatisfaction for informal and, where appropriate, formal consideration and resolution. This Article also provides the two Parties to this Agreement with an opportunity to raise matters of concern or dissatisfaction for formal consideration by the other Party in accordance with Section 2 below. It is the intent of the Parties to resolve grievances informally at the earliest possible time and at the lowest possible level. 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 Employer or particular Employer officials.

**Section 2. Applicability.**

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

B. A grievance means any complaint:

1. by a unit employee concerning any matter relating to the employment of the 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 Employer concerning:
  - a. the effect or interpretation or a claim of breach of the collective bargaining Agreement; or
  - b. any claimed violation, misinterpretation of any law, rule, or regulation affecting 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 as provided in Articles 13 and 14 until a decision has been issued;
7. termination of trial period employees;
8. termination or expiration of temporary appointments;
9. nonselection for promotion or transfer from lists of properly ranked eligibles;
10. oral admonishments;
11. granting or failing to grant an award or the amount of an award;
12. alleged violations of law, rule, or regulation for which options for redress are otherwise provided in statute or government-wide regulations (e.g., EEO, adverse actions, debt collections, etc.);
13. anticipatory grievances (e.g., “Goodbye” grievances); and
14. performance ratings, except when used by the Employer to support disciplinary actions or adverse actions.

**Section 3. Types of Grievances.**

A. Individual Grievance - A unit employee may present a grievance on his/her own 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. Grievances previously filed as individual grievances may not be refiled as (or covered by) a group or an Association grievance. Similarly, grievants covered by a group or Association grievance may not subsequently file an individual grievance on the same issue if the employee is covered by a group or Association grievance. An employee’s claim may be addressed through only one type of grievance and it will be the type filed first.

B. Group Grievance – When a group of unit employees has an identical grievance, it will be considered as an individual grievance or one of unit employee and will be processed as a single grievance. An identical grievance is one which is due to the same event, had the same effect on the employees, and calls for the same remedy. All unit employees electing to join in the grievance must be identified and must sign the grievance at the state it is put in writing. There will be only one (1) Association representative for the group, if they choose to be represented by the Association. The final grievance decision will apply to all members of the group and each member of the group shall receive one (1) copy of the final decision. A grievance previously filed as a group grievance may not be refiled as or covered by an Association Grievance.

C. Association Grievance – The Association may file a grievance to enforce its own institutional rights (e.g., official time requests for Association representatives), the rights of its unit employees, or over the interpretation and application of this Agreement. When filed on behalf of

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two or more employees, the grievance must be due to the same event, have had the same effect on the covered employees, and call for the same remedy. If not, such complaints are to be filed as individual grievances that may be consolidated only by mutual consent of the Employer and the Association.

D. Employer Grievance – The Employer may file a grievance to enforce its own institutional rights or over the interpretation and application of this Agreement and/or the conduct of the Association as an institution.

### **Section 4. Individual and Group Grievance Process.**

#### **Step 1- Informal**

The Parties agree that informal resolution of employees' grievances is desirable. To this end, unit employee(s) filing individual or group grievances and/or their Association representative(s) should present any grievance informally to the supervisor prior to reducing a grievance to writing. Such informal presentation should take place within seven (7) calendar days of the act or incident giving rise to the grievance. The supervisor (or designee) may arrange for a meeting within five (5) calendar 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, all individual and group grievances, including those filed by the Association on behalf of employees, must present the grievance, in writing, to the appropriate supervisor within fifteen (15) calendar days of the act or incident giving rise to the grievance. The grievance shall be in the format described at the end of this Article and include the following:

1. Grievant's name, job title, and school;
2. Association representative's name, if used;
3. Date, time, and place of event being grieved;
4. Date employee became aware of the event being grieved;
5. Detailed narrative description of grievance facts explaining how the employee was harmed, the period of time of the alleged violation, and support for pecuniary claims, if any;
6. Articles and sections of the Negotiated Agreement, law, regulation, or policy alleged to have been violated;
7. Proposed solution to remedy the grievance; and
8. Documents that support the grievance allegations.

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B.1. The Principal (or designee) may issue a written decision within seven (7) calendar days from the date the written grievance was received by the Principal (or designee). Such decision, if provided, shall be transmitted to the grievant and the grievant's representative, if any.

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

### **Step 3 – Review**

A. When the grievance has not been resolved at Step Two, the grievant or his/her Association representative may submit his/her grievance to the designated Area/Regional management official within ten (10) calendar days from the date he/she received the Principal's (or designee's) written decision. In addition to the information submitted under Step Two, the grievant must include a copy of the Step Two decision, if any, and a statement as to why the Principal's (or designee's) decision is unacceptable.

B. Upon receipt of the grievance for consideration at the regional office, the regional review may be completed and a final decision rendered within (20) twenty days from its receipt. Such decision, if provided, shall be in writing and set forth the reasons for the decision. The written decision shall be immediately transmitted to the grievant or the Association representative, as appropriate.

### **Section 5. Association and Employer Grievance Process.**

A. Association or Employer grievances may be filed only at the national level by the respective officials at the national level.

B. Association or Employer grievances arising over the interpretation and application of this Agreement that are not related to a specific incident or occurrence may be filed at any time.

C. An Association grievance under Article 12, Section 2B that relates to a specific incident or occurrence, must be filed within forty-five (45) calendar days after the incident or occurrence giving rise to the grievance.

An Employer grievance that relates to a specific incident or occurrence must be filed within forty-five (45) days after the incident or occurrence giving rise to the grievance.

D. Upon receipt of an Association or Employer grievance, the Association or Employer, as appropriate, may review, investigate, and furnish a final decision within thirty (30) calendar days.

E. Grievances filed under this section must contain sufficiently detailed information for the responding Party to have a reasonable opportunity to resolve the dispute and at a minimum contain:

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1. A detailed description of the event giving rise to the grievance, i.e., dates, names, places, and the harmed suffered;
2. A listing of all laws, regulations, Agreement provisions, past practices or other enforceable obligations alleged to have been violated with a narrative explanation regarding each alleged violation;
3. Statement of the remedy requested to correct the alleged violation;
4. The name of the designated Association/Management representative with his/her email address, telephone number, mailing address, and title.

### **Section 6. Arbitration.**

A. Should either the Employer or the Association be dissatisfied with the final decision of the other Party in a grievance covered by this Agreement, the Party (Association or Employer) that brought the grievance may proceed to arbitration. The grieving Party may not raise for the first time arguments at arbitration that were not first raised and fully detailed in earlier steps of the grievance procedure. Consequently, the grieving Party may not submit documents or evidence at the hearing without having presented them to the responding Party prior to the invocation of arbitration.

B. Arbitration may be invoked only by the submission of the appropriate FMCS form by the grieving party to the other party within thirty (30) calendar days after the date the final decision was either due from the responding party or was received by the grieving party, whichever is earlier. Each party will notify the other its official the FMCS form should be sent to. Not later than five (5) days after the earlier of receipt or due date, the FMCS form shall be forwarded to the Federal Mediation and Conciliation Service for referral of an arbitration panel. Normally, within five (5) calendar days after receipt of an FMCS referral, the Party who invoked arbitration (“moving Party”) shall contact the other Party to schedule a mutually agreeable time for arbitrator selection. Unless mutually agreed otherwise, the FMCS will be requested to provide a list of 7 arbitrators who will be attorneys with practices within the Washington, DC metropolitan area with federal sector arbitration experience and members of the Federal Mediation and Conciliation Service or American Arbitration Association panels and the National Academy of Arbitrators. The Parties will select an arbitrator by alternately striking names from the referral with the name of the last arbitrator becoming the selection. The moving Party shall strike the first name. Absent mutual agreement, arbitrator selection must be completed within twenty (20) calendar days after the Parties’ receipt of the panel from the FMCS.

C. The Federal Mediation and Conciliation Service 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 an arbitrator or;
2. Upon inaction or undue delay by either Party.

D. With the consent of both Parties, more than one arbitration case may be consolidated for review by the same arbitrator. Upon selection of the arbitrator, the moving Parties is responsible for communicating with the arbitrator and facilitating selection of a mutually agreeable date for the arbitration hearing. Any hearing for cases that arise under this agreement this are not scheduled within six (6) months from the date of the invocation will be considered withdrawn. The hearing may be held beyond the six (6) month window provided the hearing was scheduled within six (6) months of invocation. The six (6) month timeframe may only be extended by mutual agreement.

E. 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. However, in no case may the arbitrator adopt an issue statement that is broader than the allegations and facts contained in the original grievance or any subsequent narrowing of the grievance. This includes expanding a remedy to cover employees not covered by the original grievance or subsequent narrowing of it. The conference call will also be used to raise threshold issues and set briefing schedules when hearings are bi-furcated, submit stipulations of facts, etc. If either Party declares a grievance non-arbitrable or non-grievable, the merits portion of the grievance will be placed in abeyance and the arbitrator will issue a decision on the threshold issue of grievability and/or arbitrability based on the written briefs. The arbitrator's hearing will normally be at the school site in the case of Individual and Group grievances unless the Employer decides otherwise. The hearing for Association and Employer grievances will normally be held in DoDEA Headquarters with school-site witness participating by video or tele conference unless the Employer decides otherwise. The Party invoking arbitration will have the burden of proof and will present its case first, except in disciplinary or adverse actions in which case the Employer will present its case first, unless the burden of proof is established by law or government-wide regulation. All unit employees who are participants, including witnesses, in the hearing shall be in a duty status provided the witnesses would otherwise be in a duty status and, in the event the hearing is not held at a site within commuting distance, participants, including witnesses, shall be provided transportation in accordance with appropriate travel regulations. Unit employees who are Association representatives who are in the area because of other Association business are excluded from the transportation provision of this section. Each Party may recommend witnesses by providing the full name and address, a statement setting forth the expected testimony, and an explanation of relevance of the testimony to the issue. Based on this information, the arbitrator shall determine the witnesses to provide testimony.

F. The arbitrator shall be requested to render his/her decision as quickly as possible, but in any event not later than thirty (30) calendar days after the conclusion of the hearing unless the Parties mutually agree to extend the time limit.

G. The arbitrator's authority will be limited only to the issue involved, and his decision must not involve violation of law or governing regulations. The arbitrator's award will be binding on both Parties unless an exception to the award is filed in accordance with the Federal Service Labor-Management Relations Statute. An arbitrator may retain jurisdiction only to resolve disputes concerning back pay calculations, award of attorney fees, and clarifying his/her decision for the employee(s) covered by the original grievance for a period of not more than 30 days after his/her initial award. In such cases, all initial awards shall become final on the 31<sup>st</sup> day. The

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arbitrator's final decision will render him/her functus officio, for purposes of that dispute, absent remand from an appropriate authority or by Agreement of the Parties. If the arbitrator decides to issue an interim decision, he/she shall only be reimbursed for the cost of travel and per diem and one hearing day at that time. Full payment will be delayed until the arbitrator's final decision is issued. If the arbitrator decides that s/he needs to interact with the Parties during the period of retained jurisdiction, it will be done only via a telephone conference call and the arbitrator will be compensated on an hourly basis (one-eighth of his/her advertised daily rate) for each hour or portion of an hour the call consumes. Moreover, this involvement by an arbitrator is limited to him/her making a decision on a specific dispute, not monitoring the implementation activity of either Party. Similarly, the arbitrator is not empowered to rule on whether a Party is complying with his/her award; enforcement of an award must be pursued via a ULP charge with the FLRA or a new grievance.

H. Upon mutual consent of the Parties, any dispute over the application of an arbitrator's award shall be remanded to the arbitrator for settlement.

I. The Association and the Employer may mutually agree regarding any particular arbitration case to use a "mini-arbitration" procedure or make any other modification in the arbitration process which would reduce the cost of arbitration.

J. The cost for arbitration shall be borne equally by the Association and the Employer. Arbitration costs will include the arbitrator's fee, travel, per diem, and the costs of the transcript of the hearing where mutual Agreement was reached on sharing said costs or where the arbitrator requests a transcript. It is further agreed that if one Party obtains a transcript at its own cost, the other Party shall not be entitled to receive or obtain said transcript or a copy thereof unless it is provided to the arbitrator.

K. Upon mutual consent of the Parties, the grievance case file and current Agreement may be sent to the arbitrator.

L. Copies of all documents, including a certificate of service, filed with the arbitrator at any stage of the arbitration proceeding will be simultaneously served on the other Party.

M. The Parties agree to schedule all grievances pending arbitration as of the date this Agreement becomes effective for a hearing no later than six months from the effective date of this Agreement. They will meet within the first 30 days of this Agreement to assign them to arbitrators and select hearing dates. Any cases the Association refuses to schedule during that time or other mutually agreeable time will be moot and incapable of refiling or coverage under subsequently filed grievances.

N. Neither Party may submit a pre-hearing brief except upon the specific request of the arbitrator or by mutual consent of the Parties.



**Section 7. General Provisions.**

A. Reserved

B. Time Limits

1. To be considered timely under the procedure, those grievances resulting from a one-time act or decision must be presented within fifteen (15) calendar days after the grievant knew or should have known about the act or specific incident giving rise to individual or group grievances. Similarly, to be considered timely, those grievances resulting from a one-time act or specific incident must be presented within forty-five (45) calendar days after the Association or Employer (as appropriate) knew or should have known about the act or specific incident giving rise to Association or Employer grievances. Those grievances resulting from continuing conditions may be presented at any time. Absent a non-discretionary statutory or regulatory requirement to the contrary, any back pay remedy will be limited to the period beginning no earlier than the date the grievance was filed.

2. All time limits in this procedure may be extended in writing by mutual consent of the Parties.

3. Failure of the responding Party to observe the time limits shall entitle the moving Party to advance the grievance to the next step. The failure of the moving Party to present a grievance within the prescribed time limits of this Article, including arbitration, shall be considered as a waiver of the grievance and issue(s) grieved. In such cases, grievances shall be closed absent written mutual Agreement between the Parties at the national level to continue processing the grievance.

4. Reserved.

C. Nothing in this Agreement shall prevent the Parties from mutually resolving grievances which have been dismissed due to untimely filing or which are not covered under the scope of the grievance procedure.

D. Notwithstanding the provisions of this Article, any action taken under Article 13 or a removal under Article 14 of this Agreement may be grieved under Article 12 of the Agreement within fifteen (15) calendar days after receipt of the final decision on the proposed action. Grievances of this nature may be filed at the regional level by the Association or the affected unit employee.

E. A unit employee may challenge a rating of Fully Successful or commendable (or equivalent ratings) under this grievance procedure, except that such challenge shall not be subject to the arbitration provisions set forth in section 6 of this Article.

F. A grievance shall be cancelled upon the death of the unit employee, or upon his/her separation for reasons not connected with the grievance, provided there is no question of pay involved or other relief that could be granted to the unit employee.

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G. 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 a 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 grievance under this procedure is filed or a charge, appeal, or complaint under the applicable statutory procedure is initiated, whichever event occurs first.

H. The Employer will not be required to provide the Association reports of grievances filed or access to the Employer's grievance database. Employees who file grievances without Association representation are responsible for providing the Association a copy of their grievances no later than at the time they are filed with the Employer.

### **Section 8. Attorney Fees.**

A. The maximum hourly rate billable by the Association to the Agency is the average hourly rate of pay received by staff attorneys from the Association on the effective date of this Agreement. The Association will certify that rate within thirty (30) days of the effective date of this Agreement.

B. Disputes over attorney fees will be resolved by the arbitrator who heard the underlying grievance unless the Parties mutually agree otherwise.

C. The Association will present a petition for fees to the Agency no later than 15 calendar days after the grievance arbitration decision becomes final and binding, i.e. no further challenge, clarification, etc. is available. If no agreement is reached voluntarily between the parties within 15 days of the agency receiving the petition, the Association will forward the petition to the arbitrator for resolution no later than 45 days after the decision became final and binding.

D. The Association shall have the burden of proof to meet all applicable standards and criteria of law, regulation and Rules of Professional Conduct. Billing entries will contain sufficient detail to enable the Agency to determine what work was actually performed and the time it took to perform such work.

E. The Association and its legal representatives will use "billing judgment" when incurring hours of work on a case. Time will be justified in 15 minute increments or less where a task required less than 15 minutes. Non-legal work such as filing, copying, mailing, calculating, etc. which can be performed by paralegals or other non-attorneys will not be billed at the attorney rate.

F. Fees are determined by applying the designated hourly rate figure to the number of hours expended on the case that were allowable under this Agreement.

G. Fees will be in proportion to the relief awarded in comparison to the scope of the litigation as a whole.

H. The Association and its legal representatives will use "billing judgment" when incurring hours of work on a case. Time will be justified in 15 minute increments or less where a task required less than 15 minutes. Non-legal work such as filing, copying, mailing, calculating, etc. which can be performed by paralegals or other non-attorneys will not be billed at the attorney rate.

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I. Fees are determined by applying the designated hourly rate figure to the number of hours expended on the case that were allowable under this Agreement.

J. Fees will be in proportion to the relief awarded in comparison to the scope of the litigation as a whole.

K. Fees are to be reasonably and proportionately reduced based on the degree of success achieved at arbitration, e.g., when not all requested remedies are obtained. Where the relief ordered is less than that sought, an award is to be reduced either by identifying the hours associated with unsuccessful claims or by simply reducing it proportionately to account for the limited success. Similarly, time shall not be compensable:

1. for unsuccessful arguments made that were unrelated to the arguments/claims successfully adopted;
2. for one or more grievants were not granted relief;
3. for a grievant who was not found to be substantially innocent of all disciplinary charges;
4. for pre or post-hearing motions that were dismissed;
5. for monetary relief granted was de minimis; or
6. for an Agency-rescinded or corrected an action without a consent decree, settlement agreement, order, or similar legally enforceable instrument.

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_

**ARTICLE 13 – DISCIPLINE AND ADVERSE ACTION**

**Section 1.**

No Unit employee shall be furloughed for thirty (30) days or less, reduced in grade or pay, removed, disciplined, reprimanded, or suspended unless it promotes the efficiency of the service. Performance based personnel actions are covered in Article 14 of this Agreement and are not covered in this Article. The procedures outlined in Section 3 through 5 of this Article do not apply to actions related to extracurricular activities.

**Section 2.**

Discipline imposed by the Employer will be designed to correct the unit employee's behavior. Accordingly, the Employer will exercise reasonable judgment to ensure the discipline is in proportion to the nature of the offense and where appropriate consistent with the concept of progressive discipline.

**Section 3.**

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

**A. Issuance of Advance Notice**

1. The Unit employee must be given no less than ten (10) days written notice of the proposed action.
2. The advance notice shall:
  - a. state the reason for the proposed action in detail;
  - b. inform the unit employee where the material relied upon for the proposed action may be reviewed. (If that material is available at the school site, the unit employee and Association representative will be permitted to review the materials at that site.)
  - c. inform the unit employee of the right to reply in writing within seven (7) days after receipt of the notice of proposed action;
  - d. state that a final decision on the proposed action will not be made until after receipt of the unit employee's reply or after the ten (10) day notice period whichever comes first.
  - e. inform the unit employee that he/she will remain in normal duty status pending a decision on the proposed action, except as provided in Section 5.

**B. Notice of Final Decision**

1. The unit employee shall receive notice of final decision at the earliest possible date following the ten (10) day notice period.
2. The notice of 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 appropriate grievance procedure.

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**Section 4.**

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

**A. Issuance of Advance Notice**

1. The unit employee must be given not less than thirty (30) days written notice of the proposed action unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed.
2. The advance notice shall:
  - a. state the reason(s) for the proposed action in detail;
  - b. inform the unit employee where the material relied upon for the proposed action may be reviewed (If that material is available at the school site, the unit employee and Association representative will be permitted to review the materials at that site);
  - c. inform the unit employee of the right to reply orally or in writing, or both, within twenty (20) days from receipt of the proposed notice;
  - d. state that a final decision on 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 that he/she will remain in a normal duty status pending a decision on the proposed action, except as provided in Section 5.

**B. Notice of Final Decision**

1. The unit employee shall receive notice of final decision at the earliest possible date following the notice period.
2. The notice of final decision shall be signed and dated and shall inform the unit employee:
  - a. which of the reasons in the proposed notice have been found sustained and which have not been found sustained;
  - b. the effective date of the action; and
  - c. of his/her rights under the appropriate grievance or appeal procedures.

**Section 5.**

In a situation where a unit employee may cause injury to himself/herself or others, or in an emergency, the unit employee may be suspended during the advance notice period or, with the employee's consent, carried in an appropriate leave status.

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_

**ARTICLE 14 – PERFORMANCE APPRAISAL SYSTEM**

**Section 1.**

The primary objective of the classroom teacher evaluation procedure, as set forth herein, shall be the improvement of instruction. The primary objective of the evaluation of other unit employees, as set forth herein, shall be the improvement of the services which are provided by such unit employees and which are designed to enhance and complement the educational process.

**Section 2.**

The performance of all unit employees shall be evaluated according to established Agency requirements. The evaluator shall take into consideration any circumstances that may adversely affect an employee's performance, such as class size, special learning disabilities, physical facilities, multiple duty assignments, geographical difficulties, time constraints, and involuntary reassignments. The Employer shall apply the performance standards in such a manner that a fully competent employee can reasonably be expected to attain them. Unit employees shall be clearly informed of the supervisors who have authority to supervise/evaluate their performance.

**Section 3.**

Normally, all unit employee observations shall be preceded or followed within a two (2) school-day period by a conference between the Employer and the employee in order for the employee to explain his/her objectives and plans for that class.

**Section 4.**

Although it is understood that the Employer assigns duties, establishes critical elements and performance standards, and evaluates the performance of the duties, it is recognized that all unit employees must be clearly advised as to what must be done (critical elements) and how well it must be done (performance standards). Unit employees shall be encouraged to participate in the identification of critical elements and performance standards through discussions with the Employer, but non-standardized elements and standards will be discussed with the Association. The FRS/designee will be provided access to all standards and elements in sufficient time to allow for review and discussion with employees. When more than one unit employee performs the same duties, the critical elements and performance standards may be developed through group discussion(s) with the supervisor. In the case of a newly established position, the supervisor shall develop the elements and standards in advance in order that they may be discussed with candidates for the position. The critical elements and performance standards shall be reviewed by the employee(s) and Employer and revised if necessary, at least annually, preferably at the beginning of the rating period. The critical elements and performance standards must be written. The Association's representative shall be afforded the opportunity to attend such meetings.

**Section 5.**

In the event a supervisor establishes any critical elements or performance standards for the standardized position descriptions of unit employees which are not included on the list prepared by DoDEA, the supervisor shall:

- A. provide the unit employee and the FRS a copy of the proposed critical elements and performance standards at least two weeks prior to finalizing the elements and performance standards.
- B. specify, in writing, the date by which written or oral comments on the standards and elements are to be submitted to the supervisor. This date must be at least five work days after the employee receives this material.
- C. discuss, if requested, explain and respond to any employee inquiries about the elements and standards. If a meeting is held to accomplish this, the FRS shall be afforded the opportunity to attend.
- D. after considering the unit employee's comments and any comments from the FRS, identify the critical elements and performance standards that will serve as a basis for appraising the employee's job performance.
- E. upon request, the supervisor will provide a copy of the critical elements and performance standards of identified to the FRS. If the Association Area Director is concerned or dissatisfied with the critical elements and performance standards identified by the supervisor under this section, the Area Director shall ask within five work days of receipt that they be reviewed by the DoDEA Director of Student Excellence.

**Section 6.**

Prior to proposing any personnel action based on unacceptable performance, the Employer shall ensure that the unit employee is provided an opportunity to demonstrate acceptable performance. To this end, the Employer shall provide notice of the employee's failure to satisfy the performance standards for one or more critical elements. The notice shall be in writing and shall be provided to the employee at least thirty (30) days in advance of proposing a personnel action based on unacceptable performance. This notice shall identify:

- A. the critical elements of the employee's position for which performance is unacceptable.
- B. the improvements the employee must make to bring performance to a satisfactory level.
- C. the efforts the Employer will make to help the unit employee improve.
- D. the time period of at least thirty (30) days within which the employee must improve the unacceptable performance. At the end of the time period specified, the Employer shall notify the affected employee in writing as to whether:
  - 1. the employee is now performing in an acceptable manner: or
  - 2. the employee's performance remains unacceptable. If so, this second notice will be accomplished in a notice of proposed action described in Section 7 below.

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**Section 7.**

A unit employee shall be given thirty (30) days advance notice of the proposed action, which:

- A. states the reasons for the proposed action in detail:
- B. identifies specific instances of unacceptable performance by the unit employee:
- C. identifies the critical element of the unit employee's position for which performance is unacceptable;
- D. states that the unit employee may review the material relied upon in proposing the action and make reasonable copies of such material:
- E. informs the unit employee of the right to reply orally or in writing, or both, within fifteen (15) days from receipt of the proposed notice.

Two (2) copies of the notice of proposed action shall be provided to the unit employee so that the employee may provide a copy to the Association.

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_



**ARTICLE 15 - USE OF SCHOOL FACILITIES**

**Section 1.**

The Employer shall, within its discretion and subject to budgetary constraints, obtain for use of unit employees the equipment, facilities, and supplies which the Agency deems are necessary to the education process.

**Section 2.**

The Employer shall attempt to ensure that unit employees who must have unique materials or large equipment to adequately perform their duties (e.g., science, music, art), shall not be forced to move such unique equipment from room to room.

**Section 3.**

The Employer shall not open furniture, including storage furniture, located in the unit employee's work area unless the employee is present or with the express consent of the employee, except in unusual circumstances that necessitate such action, e.g., in the interest of internal security. In such unusual circumstances, when feasible, it shall be done in the presence of a third Party.

**Section 4.**

A. The Employer recognizes its obligation to provide and maintain a safe and healthful work environment. This covers, but is not limited to, contained asbestos, sanitary facilities, adequate lighting, ventilation, heating, air conditioning, and work space: work areas free from pollutants and excessive noise levels. The Employer shall establish channels of communications with officials of the host military departments and shall make every reasonable effort to ensure that adequate support is provided to maintain a safe and healthful work environment.

B. The Employer shall notify the appropriate FRS when the Employer becomes aware of serious health and safety problems. Unit employers shall report any unsafe conditions to Employer officials at the school.

C. When a DoDEA school has been determined to contain hazardous levels of asbestos by appropriate authorities, upon request of a unit employee at the school, a copy of the official notice shall be placed in the appropriate personnel file.

D. The Employer shall provide for periodic inspections of schools for unsafe, unhealthful, or hazardous conditions, but no less than annually. Copies of inspection reports shall be furnished to the Association.

**Section 5.**

Security of classroom facilities and equipment is important to both the Employer and the Association. Accordingly, methods and procedures for improving such security, including the selection procedures for improving such security, including the selection of classrooms to be used by non-school organizations such as university classes, base organizations, and Sunday school classes may be subject for consultations at the school level.

**Section 6.**

The Employer shall provide reasonable accommodation for handicapped unit employees including appropriate access to and facilities in their assigned schools in accordance with law and government-wide regulations.

**Section 7. Tobacco Free Campuses.**

A. The Agency, in an interest to project a positive image and role model for all students, to promote the overall health of the workforce, and to follow the recommended policies of the National Association of State Boards of Education and the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, has determined that as of the effective date of this Agreement, the use of any and all tobacco products by students, staff, and school visitors in school/district buildings and facilities, on school grounds, in school vehicles, and at all school sponsored events on or off campus will be prohibited at all times.

B. To assist employees who will be impacted by this prohibition, the Agency agrees to sponsor and/or provide referrals to smoking cessation classes/programs during the period prior to the prohibition being effected. When approved in advance by their supervisor, bargaining unit employees will be provided reasonable release time from regular duties to attend such classes/programs.

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_

**ARTICLE 16 – USE OF OFFICIAL FACILITIES**

**Section 1.**

The Employer shall provide the Association in each school with a mailbox, where available, and/or a distribution box identified for the exclusive use of the Association. Mail received at the school specifically addressed to the Association shall be deposited in the appropriate box. The Employer will lend assistance to the FRS in acquiring an Association mailbox at the installation military post office, if available.

**Section 2.**

The Association, as the certified representative of unit members, shall have exclusive access to school internal distribution boxes for the distribution of Association (Union) literature, except in cases where another labor organization has gained equivalent status. Literature relating to the internal business of the Association (including the solicitation of membership, elections of Association officials, and collection of dues) shall only be distributed during the time the employee is in a non-duty status. It is understood that the Agency officials may distribute information on government-wide health benefit plans.

**Section 3.**

Upon advance notice, the Employer shall make every reasonable effort to ensure that Association employees and officials are allowed access to military installations in order to conduct labor-management/Association business consistent with management's rights such as to determine internal security.

**Section 4.**

The Association shall be provided an area not to exceed 6' X 8' in a location convenient to a majority of the unit employees for posting Association material. Such area shall be for the exclusive use of the Association.

**Section 5.**

Upon request of the Association, the use of school facilities, equipment, and/or services not specifically mentioned in this Agreement shall be subject to consultations at the school level. The use of such facilities, equipment and/or services shall normally be provided when the Employer determines the following conditions are met:

- A. the use of facilities, equipment, and/or services will promote effective Labor-Management dealings;
- B. no additional identifiable costs to the Employer will be incurred;
- C. the use of such facilities, equipment, and/or services will not degrade or interfere with the educational process or interfere with the administration of the school office; and
- D. the use of such facilities, equipment, and/or services will not violate policies and/or regulations of the host Military Department/Installation, and other applicable regulations of higher authority.

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Once approved, the use of such facilities, equipment, and/or services shall be subject to the general control procedures established by the Employer. Violations of such general procedures may cause cancellation/suspension in the use of such facilities, equipment, and/or services.

**Section 6. Electronic Mail.**

The Employer may allow unit employee Association representative's authorization to use the Agency electronic mail system for two-way communications between Association representatives and Agency officials.

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_

**ARTICLE 17 – RESERVED**

**ARTICLE 18 – EQUAL EMPLOYMENT OPPORTUNITY**

The Agency and the Association recognize their obligations under applicable Federal laws, Executive Orders, and regulations and appropriate authorities for equal employment in the Federal service. Under the provisions of current law, it is the policy of the U.S. Government and this Agency to provide equal opportunity in employment for all persons, to prohibit discrimination in employment because of race, color, religion, sex, national origin, age, and physical or mental disability, and to promote the full realization of equal employment opportunity through a continuing affirmative program.

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_

**ARTICLE 19 - STUDENT DISCIPLINE**

**Section 1.**

The Association and the Employer agree that the maintenance of appropriate standards of student discipline promotes an optimum learning environment. The Employer and unit employees are responsible for maintaining discipline in accordance with standards established by the Employer.

**Section 2.**

The Employer shall provide support and assistance to unit employees in their efforts to maintain student discipline. The parties recognize that the final decision and responsibility concerning student discipline are retained by the Employer.

**Section 3.**

Unit Employee Reporting Requirements. In the event a student commits what appears to be either a criminal act and/or a violation of law, threatens another student(s) or a school employee, or damages school or Federal government property or the personal property of students or employees, the individual observing such actions shall make a timely report to his/her immediate supervisor so that the supervisor can take appropriate action to resolve the case. The employee may also be required to provide a written statement.

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_

**ARTICLE 20 - POSITION DESCRIPTIONS**

**Section 1.**

Upon reasonable request, unit employees shall be provided with a copy of their current position description.

**Section 2.**

The Employer shall notify the Association when new or revised standardized position descriptions are being implemented which will result in downgrading or upgrading action of a class or occupational specialization of unit employees at more than one school site.

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_



**ARTICLE 21 - LEAVE**

**Section 1. General Provisions.**

- A. Leave will be earned and administered in accordance with applicable Agency regulations.
- B. Leave may be taken in whole or half day increments.

**Section 2. Request for Leave.**

Leave should be requested and approved in advance before it can be taken. Leave need not be requested in advance when circumstances such as illness and/or emergencies prevent a unit employee from requesting leave in advance. In such cases, the unit employee will request leave as soon as possible.

**Section 3. Paternity Leave.**

- A. When the wife of a unit employee is physically incapacitated by reason of pregnancy or complications resulting therefrom, said unit employee may be granted Educator Leave. The unit employee may be required to present documentary evidence from a competent medical authority to establish said physical incapacitation.
- B. If, in the above situation, the unit employee does not have accrued leave, the unit employee may be granted advanced leave or Leave Without Pay upon request.

**Section 4. Adoption Leave.**

One or both adoptive parents may be granted Leave Without Pay or Any Purpose Leave in order to accomplish the official actions necessary to adopt the child and for acclimation of the adopted child in its new home. Such leave, when both parents are involved, may be concurrent or consecutive.

**Section 3. Any Purpose Leave.**

- A. Whenever possible, any purpose leave will be requested in writing at least two (2) days before the dates desired. Any purpose 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.
- B. Normally, Any Purpose Leave should not be taken during the first or last week of the school year. Exceptions may be granted when early departure or late arrival is necessitated by summer school attendance or other reasons acceptable to the Employer.

**Section 4. - Withdrawal of Leave Request.**

A unit employee may withdraw a request for paid leave or Leave Without Pay without penalty prior to the time such leave begins, provided that the Employer has reasonable time to withdraw any offer of employment which has been made to a substitute teacher.

**Section 5 Excused Absence.**

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

- A. Blood donations;
- B. Adverse weather conditions, acts of nature, military necessity, or other circumstances beyond the control of the Agency;
- C. Conference attendance;
- D. Such actions require the presence of the unit employee and cannot be accomplished outside the duty day for:
  - 1. Packing, unpacking, and customs, or administratively required clearance of household goods and POV prior to shipment or upon receipt of shipment and when the unit employee is required to be present. When both husband and wife are employed by DoDEA, either may be excused.
  - 2. Movement to new quarters when such movement is officially directed by a U.S. Government agency based on the unit employee's DoDEA employment.
  - 3. Conducting official business of a personal nature with military offices to include, but not limited to, matters relating to drivers' licenses, ID cards, passports, housing, finance and personnel. (Not to exceed one half day except in unusual circumstances which are acceptable to the supervisor.)
  - 4. Conducting business with official offices (POV registration and inspection, etc.) and utility companies of the unit employee's host nation, required because of the unit employee's status as a foreigner in the host nation. (Not to exceed one half day except in unusual circumstances which are acceptable to the supervisor.)
- E. Other reasons as approved by the Agency.

### **Section 6. 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, death of a member of the immediate family;
- B. Service as an officer or representative of the Association;
- C. To accompany a Government employee spouse to a new duty location, not to exceed one school year from the beginning of the next school year;

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

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

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_

**ARTICLE 22 - RESERVED**

**ARTICLE 23 - RESERVED**

**ARTICLE 24 - RESERVED**

**ARTICLE 25 - SALARY SETTING PRACTICES**

Salary for Teachers shall be in accordance the Department of Defense Education Activity Regulation 1400.13 or successor, when not provided for in law or government-wide regulation.

The Employer has determined that:

1. Pay lane adjustments based upon completion of “degree plus hours” (e.g., BA+15) means graduate semester hours completed after the award of the most recent academic degree.
  
2. Pay lane changes will be retroactive for pay purposes to the beginning of the pay period following award of the degree or completion of coursework, provided the employee submits the request for pay lane change within one hundred and 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.

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_

**ARTICLE 26 – GRADE AND PAY RETENTION**

**Section 1.**

Except for actions based upon personal cause or upon the unit employee's request, an employee moved, through no fault of the unit employee, from a pay schedule with a higher daily rate of pay to a pay schedule with a lower rate of pay may be eligible for grade and pay retention in accordance with 5 CFR 536.201, Mandatory grade retention and 5 CFR 536.301, Mandatory pay retention as follows:

A. Grade Retention - A unit employee eligible for grade retention shall receive grade retention for a period of two years. The employee will receive the full step increase and annual pay adjustment for the two year period of grade retention.

B. Pay Retention - After two years of grade retention from the date of the action changing the unit employee to a position covered by a lower pay rate schedule, the unit employee will receive pay retention. The unit employee will be eligible for one-half of the full dollar amount of subsequent annual pay adjustments authorized for the employee's former position.—No step increase shall be earned after two years on retained grade except as provided in section 2.

**Section 2.**

At such time as the employee's retained rate of pay is matched or exceeded by the highest pay rate for the appropriate academic level on the new pay schedule to which the employee has been assigned, the employee will be placed on the appropriate step on the new schedule which is closest to, but not less than, his or her rate of pay at the time. The employee will then become eligible for any steps and annual pay survey adjustments as would be routinely received on the new pay schedule.

**Section 3.**

These provisions shall cease to apply to any employee who has a break in service of one workday or more, or who voluntarily accepts a position at a daily rate of pay equal to or greater than that held immediately before the effective date of the change to lower daily rate, or who refuses a reasonable offer of such a position, or who is moved to a lower daily pay for personal cause or at the employee's request.

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_



**ARTICLE 27 - EXTRA DUTY ASSIGNMENTS (EDA)**

**Section 1.**

EDA. It is an extracurricular activity above and beyond a DoDEA employee's regular duty assignments. EDAs must take place outside the regular duty day in order to receive the associated EDA compensation.

**Section 2.**

The Employer shall:

- A. Determine the rate of compensation at which the extra duty assignments will be paid.
- B. Determine the number and type of EDAs to be offered at each location.
- C. Make a reasonable effort to assign EDAs to the most qualified applicant based on their skills and experience relative to the position description for the EDA and has the sole authority to determine and select the most qualified, eligible candidate.
- D. Will post an announcement of the EDA opportunities available with the position descriptions included at each location.

**Section 3.**

- A. Bargaining unit employees may apply for EDAs in accordance with the instructions on the EDA announcement.
- B. If selected for an EDA, the employee must sign an EDA contract, and fulfill the duties and responsibilities listed in the EDA contract and the referenced position description.
- C. Upon completion of the EDA end date, employees are required to complete an after action report within five (5) business days and submit it to the designated management official, failure to submit the within five (5) business days of the contract end date shall forfeit EDA compensation.

**DoDEA EXTRA DUTY ASSIGNMENT (EDA) CONTRACT**

School District/School: \_\_\_\_\_

I agree to perform the extracurricular duty of \_\_\_\_\_

\_\_\_\_\_ for the school year \_\_\_\_\_. The amount of compensation for this activity is \$ \_\_\_\_\_. The time worked will be in addition to, and not part of, my regular full-time assignment and will not interfere with those duties.

Description of Tasks to be Performed: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I will notify the principal when the extracurricular duty has been completed.

\_\_\_\_\_  
Employee's Printed Name & Signature Date

\_\_\_\_\_  
Principal's Printed Name & Signature Date

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_

**ARTICLE 28 - GRADE LEVEL AND DEPARTMENT CHAIRPERSONS**

**Section 1.**

The parties agree that the functions performed by the grade level and department chairpersons are vital to the ongoing educational program. In schools that have grade level and department chairpersons, the Employer may authorize a preparation period in those instances where the Employer requires such unit employees to serve as grade level or department chairpersons. When such preparation periods are not provided and such duties cannot be performed during the duty day, extra-duty assignment compensation for the time required outside the duty day shall be paid in accordance with DoDEA Policy. Prior approval to perform such duties outside the duty day must be obtained from the Employer.

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_

**ARTICLE 29 - RESERVED**

**ARTICLE 30 - RESERVED**

**ARTICLE 31 - EDUCATION/TRAINING OPPORTUNITIES**

**Section 1.**

A. In addition to training available through Government facilities, unit employees may be sent to non-government facilities for needed training that is not reasonably available within the Government. The Employer may pay all or part of the unit employee's salary, tuition, travel and transportation costs, and per diem. Where the Employer determines to provide such benefits to the unit employee during training at non-government facilities, the Employer shall give priority consideration to unit employees who request such training in order to meet new qualification standards for their position or recertification requirements. It is understood, however, that the needs, such as shortage skill training, as determined by the Employer, shall be the primary consideration in such determinations. The Employer shall provide general publicity on any continuing training programs which it will fund in whole or part and shall provide publicity and detailed guidance on any special training opportunities, such as long-term training.

B. When the Employer changes qualification standards, unit employees currently occupying positions in teaching categories affected by the change and those unit employees who are occupying positions in teaching categories for which an additional teaching category is required and the change affects the additional category, may receive tuition assistance, up to a maximum of \$500.00 per semester hour, in accordance with the Government Employees Training Act, to assist the unit employees in the attainment of required credits to meet such changes in qualification standards. The parties agree employees must receive prior approval for tuition assistance expenses to be eligible for reimbursement.

C. Affected unit employees shall be given two calendar years after the change becomes effective to earn three (3) semester hours, or portion thereof, of credit required by changes in qualification standards. When changes require more than three (3) semester hours, the unit employee shall be given an additional calendar year for each additional three (3) semester hours requirement or portion thereof, to attain required credits. Failure to meet new qualification requirements for the position occupied during the period of time allowed, for reasons unacceptable to the Employer, may result in removal from the position occupied.

**Section 2. Administrative Reemployment Rights.**

The Employer may grant administrative reemployment rights to a unit employee satisfactorily serving under an Excepted Appointment Without Condition who desires to pursue a one or two year course of formal study, participate in a project or study, or accept temporary employment when the results of such would prove beneficial to DoDEA.

A. The obligation on the part of the Employer to reemploy exists whether or not the Region that granted the reemployment rights can absorb the unit employee. The Employer shall attempt to place the unit employee in another region if the granting region does not have an appropriate vacancy. The employee may express a preference as to location which management will consider.

B. Employment, projects, or courses of study outside the United States may be pursued only if the unit employee acknowledges that he/she will no longer be a member of the forces under any

## **DoDEA CBA Proposal M-1 April 24, 2019**

Status of Forces Agreement and must relinquish identification cards, ration cards, driver's license, vehicle registration, etc., upon resignation. A major factor in such a choice is that the unit employee may be treated as a local hire and, therefore, would not be entitled to benefits, such as housing and transportation, normally granted to unit employees who have established actual residence in the United States.

C. The unit employee shall submit a written request through supervisory channels to the Director of Student Excellence that indicates:

1. The employment, project, or course of study to be under taken;
2. An explanation of the anticipated benefits to the school system;
3. The school year or years in which the unit employee would be absent from the school system;
4. An acknowledgement, in a signed agreement, of the conditions under which the unit employee would be absent from the school system.

**REEMPLOYMENT RIGHTS AGREEMENT FORM**

This document represents an agreement between the Department of Defense Education Activity and the undersigned teacher, and becomes effective upon the teacher's separate, written resignation in order to pursue the course of study, participate in the project, or accept the temporary employment described on the reverse of this document. This is the sole agreement and no other written or oral representations will be honored.

I understand that this agreement is contingent upon my satisfactory completion of the program described on the reverse of this document and timely provision of documentation of its completion to the Director of Student Excellence. I will return to the Department of Defense Education Activity for School Year 20 , and the Department of Defense guarantees to place me in a position for which I am qualified.

I am aware that I must notify the Director of Student Excellence by certified or registered mail, prior to 1 February of the year in which the above school years begins, as to whether I intend to exercise my reemployment rights. Further, I must provide official documentation that I have satisfactorily completed that program described on the reverse of this document no later than the actual date of reemployment, but preferably by 30 June. Should I choose to pursue a program outside the United States, I acknowledge that I may not be entitled to benefits, such as housing and transportation, normally granted to those employees who have established actual residence in United States. In addition, I will not be a member of the forces under any Status of Forces Agreements between the dates of resignation and reemployment.

In the event of my failure to comply with all of the above, I understand that this agreement may be voided and that I may receive no special placement consideration with the Department of Defense.

APPROVED BY \_\_\_\_\_  
(Director of Student Excellence/designee) (Signature of Teacher)

\_\_\_\_\_  
(Date Approved) (Present Grade or Class)

\_\_\_\_\_  
(Present Assignment)

\_\_\_\_\_  
(Date of Request)

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_



**ARTICLE 32 - PROFESSIONAL LEARNING**

**Section 1.**

The Employer is responsible for determining the professional learning needs of unit employees.

**Section 2.**

In cases which involve an individual unit employee in need of professional growth, the appropriate means of accomplishing such professional learning shall be discussed between the Employer and the unit employee concerned.

**Section 3.**

In cases which involve small groups of unit employees whose skills must be upgraded to effectively conduct a program, appropriate professional learning shall be decided upon by the Employer through consultations with the unit employees concerned.

**Section 4.**

In cases where it is considered appropriate to conduct professional learning on a school-wide basis, the Employer shall consult with the Faculty Representative Spokesperson regarding such professional learning.

**Section 5.**

In cases in which it is considered appropriate to conduct professional learning on a basis broader than school-wide, the Employer shall inform the appropriate Association representative and, upon request, shall consult with the Association representative at the affected level regarding such professional learning.

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_

**ARTICLE 33 - DEVELOPMENT OF NEW EDUCATIONAL PROGRAMS**

The Employer retains the right to establish new educational programs, such as, but not limited to, a preschool program. Normally such programs shall not be implemented without the professional learning and/or materials, as may be deemed necessary by the Employer, except to meet the exigencies of the mission. The appropriate level of the Employer shall notify the Association representative at appropriate implementation level(s) of intent, rationale, potential impact, and proposed implementation procedure. The Association and the Employer at the appropriate level(s) shall meet to consult and, if required, to negotiate arrangements to minimize adverse impact on personnel resulting from the changes.

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_

**ARTICLE 34 - CERTIFICATION AND RECERTIFICATION**

**Section 1.**

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

**Section 2.**

All unit employees are required to be certified initially for a six (6) year period and recertified for each successive six (6) year period of employment.

**Section 3.**

The Employer shall ensure that all unit employees are in possession of a current, valid certificate; initiate appropriate corrective action when unit employees fail to meet certification and recertification requirements; upon request, assist any unit employee in reviewing and evaluating recertification credentials; and ensure that appropriate guidance, assistance, and counseling are provided to all unit employees regarding the requirements for certification/recertification.

Each unit employee shall be responsible for maintaining a valid Department of Defense Education Activity certificate, earning the required recertification units, presenting documentary evidence of completion of the required renewal units, and providing copies of official college/university transcripts.

In cases where official transcripts previously provided by a unit employee have been lost, discarded, or destroyed by an Employer official, including Representatives of servicing civilian personnel offices, the unit employee shall, upon written request of the Employer, order another official copy of the transcript for direct transmittal from the university to the Employer. Upon receipt of the transcript and submission of the appropriate claim, the Employer shall reimburse the employee for any transcript fee.

**Section 4.**

Requested reassignments to new positions are possible with a valid teaching certificate for the new position(s) with evidence that the current qualifications as published by DoDEA for the pertinent school year have been met. A unit employee may apply for reassignment to a new position if the unit employee does not currently hold a teaching certificate, but meets the qualifications as published by DoDEA for the pertinent school year. Upon acceptance of the position offer, the unit employee shall apply for and be issued an appropriate certificate.

**Section 5.**

The Employer shall extend the certification or recertification period by the period of absence when a unit employee is absent from duty for thirty continuous days or more for personal illness, maternity, or illness in the immediate family.

**Section 6.**

Upon appropriate application, a unit employee's certificate shall be updated to reflect changes in position category titles and codes and for any new position categories when qualification standards are met for additional instructional endorsements. When a unit employee is reassigned

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to position categories not identified on the current certificate, said unit employee's certificate shall be updated to include the new position categories assigned.

**Section 7.**

Unit employees will normally be provided a minimum of twelve (12) months' advance written notice of projected certification deficiency. Employees that become deficient in their required certification may be subject to disciplinary action up to and including removal from Federal service.

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_

**ARTICLE 35 – TOURS OF DUTY FOR RENEWAL AGREEMENT TRAVEL (RAT)**

Tours of duty for renewal agreement travel (RAT) for unit employees shall be as specified in the Joint Travel Regulations (JTR).

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_

**ARTICLE 36 - DRESS AND APPEARANCE**

**Section 1.**

Unit employees are expected to comply with reasonable apparel and grooming standards that derive from consideration of health, safety, and type of position occupied, and the need of the Agency to project a professional public image. Accordingly, frayed, tattered, torn or worn attire and rubber shower shoes may not be worn by any unit employee at the worksite during normal workdays. Slogans, drawings, or language on clothing items (including headwear and footwear) which could be construed as lewd, obscene, profane, discriminatory, or sexually suggestive, or which advocates or glorifies the use of illegal drugs or other unlawful conduct shall not be worn. The Agency reserves the right to implement an employee dress code.

**Section 2.**

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, unprofessional or disruptive work environment.

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_

**ARTICLE 37 – PASSPORTS/VISAS/IDENTIFICATION CARDS**

The Employer shall inform unit employees of the requirements for official passports, visas, identification cards, and travel documents necessary for official duty, which are at the Employer's expense. Thereafter, the unit employee is responsible for compliance with these requirements. Unit employees are also eligible for tourist passports at the employee's expense.

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_

**ARTICLE 38 - MILITARY GRADE EQUIVALENCY**

**Section 1.**

When an equivalent military grade is used for establishing entitlement to housing, travel, accommodations, etc., such grade level determination shall be made in accordance with the following:

<b>Salary Steps:</b>	<b>Equivalent Grades:</b>
Steps 1-10	03
Steps 11 and above	04

**Section 2.**

If the Military Departments place a grade equivalent on unit employee identification cards, the above military equivalent grades shall be used.

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_



**ARTICLE 39 – EMPLOYEE ASSISTANCE PROGRAM**

The parties recognize that alcoholism and drug abuse are illnesses which are treatable. The earlier that a unit employee’s alcoholism or drug abuse problems can be identified and treated, the greater the potential is for cure. To this end, the Employer shall take steps to ensure that unit employees may participate in Employee Assistance Programs which are operated in accordance with applicable laws, regulations, and guidelines. This Association agrees to support this program and to encourage unit employees to seek early assistance, as necessary, in cases of alcoholism and drug abuse.

The Employer shall notify unit employees of the existence of the Employee Assistance Program annually.

The Employer shall take reasonable steps to ensure that the unit employee’s right to privacy is recognized.

If the Employer of the affected unit employee feels that said employee should be referred for counseling, it shall be arranged as expeditiously as possible.

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_

**ARTICLE 40 - DISABILITY RETIREMENT**

**Section 1.**

Disability retirement is an employee benefit intended for those employees who are unable to complete a normal career due to disease or injury, who meet the statutory, regulatory and/or administrative criteria. When there is a basis for removing the unit employee from his/her position through separation because of such a medical condition, the unit employee should consider filing for disability retirement.

**Section 2.**

The employee's application for disability retirement will be processed by the Employer in accordance with applicable Office of Personnel Management (OPM) regulations.

**Section 3.**

If a unit employee request information with regard to disability retirement, the Employer's servicing personnel office shall assist the unit employee in obtaining information about the disability retirement program under the Civil Service Retirement System or the Federal Employees Retirement System, as appropriate.

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_

**ARTICLE 41 - WORKERS COMPENSATION**

The Federal Employees' Compensation Act (FECA) provides compensation and medical care for all unit employees who suffer a job-related disabling illness or traumatic injury while in the performance of duty. The Employer shall take steps to ensure that the servicing civilian personnel office provides counseling with regard to the rights and benefits of all unit employees under FECA.

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_

**ARTICLE 42 - HEALTH CARE**

**Section 1.**

The Employer shall coordinate with the Military Departments in an effort to ensure that the unit employees receive the same level of health care as is provided to other civilian personnel of the Host Military Installation.

After giving full consideration to emergency situations, the civilian employees of the DoDEA system should be granted access to the facilities on the same basis as other civilian employees of the Defense Department in the area. The bargaining unit members are entitled to equal but not guaranteed, access to the dental and health facilities together with other DOD civilian employees.

**Section 2. Immunizations.**

As a condition of employment, bargaining unit employees are administered appropriate vaccines against communicable diseases in accordance with the Advisory Committee on Immunization Practices (ACIP) adult immunization schedule recommendations.

**Section 3. Medical Exemptions.**

Employees may submit a written request for a medical exemption to their supervisor or designee. Request for exemptions must include supporting documentation from a health care provider to support the request for exemption related to the employee's medical condition relevant to a specific vaccine. Medical exemptions will be determined based on the documentation provided for the health of the vaccine candidate and the nature of the immunization under consideration. Medical exemptions may be temporary (up to 365 days) or permanent. General examples of medical exemptions include the following:

Underlying health condition of the vaccine candidate (for example, based on immune competence, radiation therapy, pregnancy and/or previous adverse response to immunization).

**Section 4. Health Issues.**

DoDEA agrees that it will investigate any reasonable health care problems raised by employees.

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_

**ARTICLE 43 - DAMAGE OR LOSS OF PROPERTY**

**Section 1.**

Unit employees shall make every reasonable effort to maintain security within the classroom to reduce theft.

**Section 2.**

A unit employee shall report in writing any loss, damage, or destruction of school property to the Employer upon becoming aware of such loss, damage, or destruction.

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_

**ARTICLE 44 - DUES-WITHHOLDING AGREEMENT**

The Employer shall provide dues-withholding for payment of Association dues for unit members in accordance with 5 U.S.C. 7115.

Allotments shall be effective on the second complete bi-weekly pay period in October of each school year. The amount of such allotments shall be the designated dues identified on each Standard Form 1187 initiated by a unit employee divided by 12 full pay periods unless mutually agreed otherwise between the parties.

SF 1187 forms which are in effect on the date of this Agreement shall continue in force under this Article, absent an authorized exception. For example, dues will not be withheld when the employee does not have adequate income to withhold dues, the employee has submitted a SF-1188, the employee is temporarily moved out of the unit, etc. A SF-1188 will be effective at the beginning of the second full pay period after receipt by the employer. Therefore, for those unit members who have already authorized dues withholding under current negotiated Dues-Withholding Agreements, SF 1187 forms need not be re-executed.

Authorization for dues withholding with a SF 1187 will continue in full force and effect if a "not to exceed" employee is given another excepted appointment in the bargaining unit prior to the expiration of the NTE appointment.

The appropriate finance office will notify the Association in writing of any requests which are not honored. A remittance will be prepared by the appropriate finance office at the close of each pay period for which deductions are made. These will be forwarded on the same pay schedule as for unit employees after the close of each pay period. The remittances will be sent to the appropriate Association account and the Association shall be responsible for forwarding appropriate amounts to any local entities. Each remittance will be accompanied by a listing of names and amounts withheld. The list will also include the names of employees whose allotments have been temporarily or permanently stopped and the reasons therefore.

DoDEA shall make the Association whole for any dues lost through the dues-withholding process due to government error, as provided for by law. However, the Agency retains the right to collect the full correct dues from employees. The Agency may also collect from the Association any overpayment of dues.

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_

**ARTICLE 45 – DEBT COLLECTION**

**Section 1.**

All debts owed to DoDEA shall be collected consistent with current debt collection laws and regulations.

**Section 2.**

All appeals of and/or challenges to the government’s collection of employees’ debts to DoD shall be pursued solely through the appropriate processes provided by current debt collection laws and regulations. Debt collection disputes are not grievable under this Agreement.

**Section 3.**

The unit employee may exercise whatever rights to review a decision of the hearing officer he or she may have under law. The unit employee shall be authorized interest on all monies improperly withheld as provided for by law.

**Section 4.**

It is understood that this Article applies only to debts owed by unit employees within the Department of Defense and does not apply to debts owed to other Federal agencies.

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_

**ARTICLE 46 - UNIT EMPLOYEE WORKDAY**

**Section 1. Workday.**

A. The Employer has determined the workday for full-time bargaining unit members shall consist of eight (8) hours. Unit members must be physically present at the worksite for the eight (8) hour workday (workday excludes the 30-minute non-paid duty-free lunch period, eight and one-half (8 ½) hours total with workday and 30 minute duty-free lunch period). Bargaining unit members may leave the worksite without obtaining permission during their non-paid, duty-free lunch time.

B. The Employer has determined the workday for part-time bargaining unit members shall be four (4) hours per day, if scheduled for a lunch period, they will receive a 30-minute non-paid, duty-free lunch period.

C. In addition to the workday, in order to provide the highest quality educational programs practicable, unit employees will be required to be on-site outside those hours at times designated by the Employer to participate in, for example, Open House, Parent-Teacher conferences, public performances by students of plays, concerts, athletic events, other extra-curricular activities, etc. without additional compensation. Administrators should normally provide as much advanced notice as possible of the events scheduled.

D. Bargaining unit members are responsible for participation in parent/student conferences and will remain at the worksite to complete such conferences which commence prior to the end of the workday. This requirement pertains to conferences mutually scheduled between a unit member(s) and parent(s)/guardian(s).

**Section 2.**

A. Unit employees are expected to perform additional preparation and professional tasks necessary to the completion of their assigned work. This work may be performed either at the school site or elsewhere.

B. The Employer shall make reasonable efforts to provide a reasonable amount of preparation time for each unit employee during the employee's work day.

C. DoDEA shall make reasonable efforts to provide each unit employee with adequate preparation time during each work day of exams to prepare, administer, and grade required semester examinations.

D. Unit employees required by the Employer/Designee to prepare, administer, and grade semester examinations (s) shall be granted, to the fullest extent possible, adequate period of time following the end of the semester examinations to record and/or report examination scores.

**Section 3.**

Prior to changing the normal workday, the Employer shall afford the Association the opportunity to negotiate the Impact and Implementation of the decision in accordance with Article 7.



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**Section 4. Lunchtime.**

A. The employer shall make reasonable efforts to provide a duty-free lunch period of at least thirty minutes for all unit employees.

B. DoDEA shall make reasonable efforts to seek volunteers to meet the needs for lunchtime supervision.

C. DoDEA shall make reasonable efforts to solicit funding from appropriate offices to meet the need for lunchtime supervision.

**Section 5. Scheduling.**

A. It is understood that management retains the right to assign duties.

B. The Employer retains sole discretion in determining the length of class periods, including the flexibility to adjust (increase or decrease) the length of class periods within the instructional day. If the employer changes either of the current schedules (block schedule or 7-period), the Employer shall afford the Association the opportunity to negotiate the changes Impact and Implementation of the decision in accordance with Article 7.

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_

**ARTICLE 47 - HOUSING AND HOUSING ALLOWANCES**

**Section 1.**

The Employer shall make every effort to ensure that adequate housing, commissary, exchange, laundry, and other essential facilities and services are available for unit employees if otherwise eligible.

**Section 2.**

When a unit employee is assigned to a new duty station, the Employer shall provide, upon request, the contact information for the housing office servicing their new duty. Employees must utilize the local housing office to coordinate such Government and/or economy housing unless there is no housing office servicing their new duty station or this requirement is waived by the Employer.

**Section 3.**

Each unit employee who is performing services as a teacher at the close of a school year and agrees in writing to serve as a unit employee for the next school year may be authorized, for the recess period immediately preceding such next school year, quarters, quarters allowance or in lieu of such quarters or quarters allowance, storage of household goods. If the unit employee does not report at the beginning of the next school year he/she shall, except for reasons beyond his/her control and acceptable to the Employer, be obligated to the United States in an amount equal to any quarters, quarters allowance or in lieu of such quarters or quarters allowance, storage of household goods which he/she may have received.

**Section 4.**

If assigned housing at government expense, a unit employee required to vacate the housing shall be eligible to reapply in accordance with rules and regulations established by appropriate housing officials.

**Section 5.**

Unit employees who live in Government housing and are directed by the Government to move to economy housing shall have their moving expenses paid by the Government in accordance with DoD regulations. Unit employees who live in economy housing and are directed by the Government to move to Government housing shall have their moving expenses paid by the Government in accordance with government-wide regulation.

**Section 6.**

When a unit employee who is approved housing at Government expense is required to pay fees for the maintenance of common areas, such fees shall be reimbursed to the unit employee in accordance with DoD regulations.

When a unit employee who is approved housing at government expense is required to pay fees (absent other options) for the care or cleaning of the assigned housing, such fees shall be reimbursed to the unit employee in accordance with DoD regulations.

**Section 7.**

The Employer shall provide a unit employee who is approved housing at government expense either housing which meets the minimum standards of adequacy established by appropriate military departments or, when such housing is not available, a living quarters allowance in accordance with DoD regulations. After the prescribed period permitted by DoD regulations has elapsed and the employee has not obtained permanent quarters, employees will draw a quarters allowance only if required by DoD regulations.

**Section 8.**

Management may, at its election, exercise its discretion to grant a waiver of LQA to a spouse for a period determined by management if the sponsoring spouse retires. Such a waiver, if granted, will be limited to a dependent spouse who will be eligible to retire within seven (7) years or less from the date the waiver becomes effective. Further, the dependent spouse will be eligible for separation travel only and must submit a stop LQA payment upon his/her retirement eligibility date.

**Section 9.**

Employees who own or are purchasing a POQ may not be paid quarters allowances under a rental contract if the POQ is within the employees' local commuting area.

The rental portion of LQA for POQs shall terminate for all employees after ten (10) years for employees who remain in the same local commuting area.

All LQA matters for unit employees not specifically altered by this Agreement shall be brought into conformance with DoD regulations within thirty (30) days after the effective date of this Agreement.

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_

**ARTICLE 48 - TRAVEL**

**Section 1.**

In the event a unit employee is directed to travel in the performance of assigned duties, the Employer shall arrange all commercial air transportation at government expense, or the unit employee shall be authorized the option of using his/her privately owned vehicle (POV) and shall be reimbursed for travel costs in accordance with the DoD regulations.

**Section 2.**

The Employer may provide government transportation and transient government facilities for unit employee attendance at a meeting of a technical, professional, scientific, or other similar organization for which a unit employee has been authorized by the Employer to attend in a duty status.

**Section 3.**

During the time when a unit employee requires medical evacuation from his/her duty station, he/she shall be entitled to transportation at government expense only in accordance with DoD regulations.

**Section 4.**

When a unit employee is excused from duty to travel to a point separate from his/her point of work to attend to personal emergencies, said employee shall be authorized travel in accordance with DoD regulations.

**Section 5.**

Unit employees who are eligible for Renewal Agreement Travel (RAT) shall not have the option of Circuitous route travel and shall make his/her own travel arrangements through a Travel Management Company (TMC) service in accordance with regulations.

**Section 6.**

Unit employees shall be authorized renewal agreement travel (RAT) during summer recess periods upon completion of their prescribed tour of duty under their transportation agreement. Completion of one hundred seventy-five (175) days in a pay status at the OCONUS assigned duty location constitutes a school year for the purposes of RAT. The 175 day period starts when the employee reports to the OCONUS duty location.

**Section 7.**

Unit employees shall be authorized roundtrip transportation (once each year) at government expense for each dependent (prior to age 23) attending an educational institution for higher learning in the United States, in accordance with the Department of State Standardized Regulations (DSSR).

**Section 8.**

Travel authorization will be based upon a unit employee's place of actual residence at the time of assignment to OCONUS permanent duty station (PDS) in accordance with the DoD regulations.

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**Section 9.**

A unit employee, not otherwise eligible for Government travel to his or her home of record in the United States at the close of the school year, will pay the commercial rate to travel by regular commercial carrier to his or her home of record at the close of the school year. The Government shall not be responsible for any payment for such travel.

**Section 10.**

Category 2A Space Available Travel may, at the Employer's discretion, be authorized for unit employees, if otherwise eligible, to attend Employer-approved training during recess periods in accordance with DoD Regulations.

**Section 11.**

All travel matters for unit employees not specifically altered by this Agreement will conform to the requirements of DoD regulations.

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_

**ARTICLE 49 - OVERSEAS ALLOWANCES**

**Section 1.**

A unit employee, otherwise eligible, who sells his/her privately owned quarters at any time and moves into different rental quarters not owned by the spouse is entitled to a living quarters allowance for rental purposes, to the extent required by DoD regulations.

**Section 2.**

If two or more unit employees at a post are eligible for LQA and decide to share the costs as the basis for each receiving LQA, each unit employee shall receive their individual allowable costs under DoD regulations. No more than one may receive the "with family" rate, if married.

A unit employee eligible for a quarters allowance who is married to, and residing at the post with, a member of the military service of the United States may be granted the "without family" rate in accordance with DoD regulations. If the spouse in the military draws no rent allowance, the employee may be granted the "with family" rate in accordance with DoD regulations.

**Section 3.**

All unit employees, otherwise eligible, shall be authorized the maximum weight allowance permitted by law and government-wide and DoD regulations for the shipment of household and professional goods during movement under Permanent Change of Station Orders.

**Section 4.**

All unit employees, otherwise eligible, shall be authorized the maximum weight allowance permitted by law and government-wide and DoD regulations for the shipment of household goods and professional goods during movement under Renewal Agreement Travel Orders.

**Section 5.**

As defined in the DSSR, "Family" means one or more of the following relatives of a unit employee residing at his/her post, or who would normally reside with him/her at the post except for the existence of circumstances warranting the grant of a separate maintenance allowance, but who does not receive from the government an allowance similar to that granted to the unit employee and who is not deemed to be a dependent of a member of the family of another unit employee for purpose of determining the amount of a similar allowance:

- A. Spouse, excluding a spouse entitled to and receiving a similar allowance;
- B. Children who are unmarried and under 21 years of age or, regardless of age, are incapable of self-support. The term shall include, in addition to natural offspring, step and adopted children and those under legal guardianship of the employee or the spouse when such children are expected to be under such legal guardianship at least until they reach 21 years of age and when dependent upon and normally residing with the guardian;
- C. Parents (including step and legally adoptive parents) of the unit employee or of the spouse, when such parents are at least 51 percent dependent on the employee for support:

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- D. Sisters and brothers (including step or adoptive sisters, or step or adoptive brothers) of the unit employee or of the spouse, when such sisters and brothers are at least 51 percent dependent on the employee for support, unmarried and under 21 years of age or, regardless of age, are incapable of self-support;
- E. When determined by the Head of Agency to be in the interest of the Government, a father, mother, brother, sister, son or daughter, regardless of age or dependency, who acts as the official hostess or equivalent for a unit employee who has no spouse residing with him or her at the post.

**Section 6.**

In accordance with 20 U.S.C. 905, a unit employee must report for service at the beginning of the next school-year. If a unit employee does not report at the beginning of the next school year he/she shall, except for reasons beyond his/her control and acceptable to the Employer, be obligated to the United States in an amount equal to any quarters allowance or storage which he/she may have received under 20 U.S.C. 905.

**Section 7.**

To the extent required by DoD regulations, all bargaining unit employees may, upon reassignment, move their household goods to the new duty station or into storage.

**Section 8.**

Unless modified by this Agreement, all overseas allowances will be in accordance with DoD regulations.

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_

**ARTICLE 50 - SUBSTITUTES**

**Section 1.**

The parties agree that when unit employees are absent from duty, the use of substitutes may be appropriate to help ensure that unit employees' duties are carried out. If such duty is required and results in the loss of scheduled preparation time or otherwise causes additional work beyond the duty day on a regular basis for an individual or group of unit employees, then impact bargaining may be proposed by the Association at the appropriate level.

**Section 2.**

The type and number of substitutes, as well as the circumstances for which substitutes are used, will be determined by the Employer.

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_



**ARTICLE 51 - STUDENT GRADES**

**Section 1.**

All unit members must utilize the grading system established by the Employer.

**Section 2.**

Students' grades may be reviewed by the Employer at any time.

**Section 3.**

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

**Section 4.**

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

**Section 5.**

In the event that the current grading program/system is changed by the Agency, the Agency agrees to fulfill its bargaining requirements, if necessary, in accordance with Chapter 71, of Title 5 United States Code.

**Section 6.**

Management agrees to provide an alternate method for documenting grades in the event of a technological malfunction with the established grading system.

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_

**ARTICLE 52 - RESERVED**

**ARTICLE 53 - DURATION AND SUCCESSOR AGREEMENT**

**Section 1. Effective Date and Duration.**

This Agreement shall become effective on the date it is approved by the Agency Head (as provided for in 5 U.S.C. 7114(c)), or (if not approved or disapproved within thirty (30) calendar days from the date of execution) on the thirty-first (31<sup>st</sup>) day following the date of execution, or as otherwise provided for by law, and shall remain in effect for an initial term of five (5) years following the effective date. This Agreement will be considered executed on the date of signatures by the parties' designated signatories.

**Section 2. Renewal.**

A. Either party may provide written notice of at least sixty (60), but not more than one hundred and five (105) days before the expiration of this Agreement of its desire to engage in bargaining a new (successor) agreement. In the event such notice is submitted, the basic terms and conditions of 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).

B. If neither party files such written notice, the mandatory subjects of bargaining contained in the expired Agreement shall be automatically renewed in one (1) year increments. The non-mandatory subjects of bargaining contained in the expired Agreement will continue until such time as the party assigned the privilege withdraws its permission to continue to abide by the non-mandatory subject(s) after notice(s) to the other party. However, provisions which conflict with government-wide regulations issued since the Agreement became effective will be terminated upon the anniversary of the Agreement and each one (1) year thereafter. If either party request to negotiate a new (successor) agreement, the ground rules established in D below shall apply.

C. The parties may jointly agree to amend provisions of the agreement through duly executed Memorandums of Agreement.

D. The below ground rules shall be used for bargaining a new (successor) agreement –

1. Negotiations or Collective Bargaining: As defined in Title 5 U.S. Code, Chapter 71, is the performance of the mutual obligations of the representatives of an agency and the exclusive representative of employees in an appropriate unit in that agency to meet at reasonable times and to consult and bargain in a good faith effort to reach agreement with respect to the conditions of employment affecting such employees and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached. The obligation referred to in this paragraph does not compel either party to agree to a proposal or to make a concession.

2. The purpose: To establish ground rules for the Federal Education Association (the Association or FEA) and the Department of Defense Education Activity, Department of Defense Dependents Schools (Agency, DoDEA or DoDDS), it is understood that these terms to be interchangeable, unless specifically stated otherwise. Hereinafter referred to as “the parties,” to govern the negotiation of a new (successor) agreement to their current Negotiated Agreement (hereafter referred to as NA).

3. The Negotiated Agreement: In accordance with the current NA between the parties, the basic terms and conditions of 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).

4. Size of Negotiation Teams: The parties will determine the size of their respective bargaining teams. DoDEA and FEA will identify a point-of-contact (POC) to answer questions and address administrative or logistical matters by no later than thirty (30) days prior to the first day of the Section 18 bargaining schedule. In the event that either party must change their designated POC during any part of the negotiations, the other party must be notified in writing. DoDEA will approve official time for up to six (6) bargaining unit team members to participate in accordance with the specific grants of official time provided in sections 13 and 18 below.

The parties will exchange the names of their respective bargaining teams no later than thirty (30) days prior to the first day of the section 18 bargaining schedule.

Neither party is required to have a specific number of representatives present at any given bargaining session, if one party has more people present than the other on any given day, this does not require that the other party have an equal number of representative present that day.

Each party may change members of its negotiating team. For bargaining unit members designated as Association bargaining team members, the Association will give DoDEA's designated POC at least two weeks advance notice to allow for arrangements to be made for substitute teachers by management and the development of lesson plans by the bargaining unit employee designated to the negotiating team.

5. Observers: Upon prior notice to the other party, either party may bring one (1) observer to attend the negotiations.

6. Experts: Either party may bring a subject matter expert to the negotiations to present on an issue within his or her area of expertise that is being negotiated. The Association may request that a bargaining unit member who has not been designated as a member of the bargaining team, but is a subject matter expert in an issue being negotiated between the parties, be provided with official time, and will participate in the negotiations via Video Teleconference (VTC) over the subjects that they are an expert in. To limit disruptions to student instruction, not more than one (1) bargaining unit member expert per DoDEA school district will be released from duty on official time, at any one time. The Association will give DoDEA's designated POC at least two (2) weeks advance notice to allow arrangements for substitute teachers and development of lesson plans.

7. Authority to Negotiate: DoDEA and the Association are authorized to negotiate and reach tentative agreements subject to the ratification of the successor NA by the Association's bargaining unit membership as determined by the Association and management's Agency Head Review, under the authority of 5 U.S.C. 7102 and 7114, and all other applicable laws,

rules and regulations.

8. Travel Expenses: Each party will be responsible for the travel and per diem expenses of its own team members.

9. Government Actions: In the event of a DoDEA shutdown (emergency furlough) that prevents DoDEA from bargaining, negotiations will be immediately suspended until the normal DoDEA functions are restored, and that all time limits and schedules established in these ground rules will be tolled during this period of suspension. For example, if DoDEA shuts down for three (3) days in a week for which bargaining is scheduled, the parties will simply resume bargaining the next week, if scheduled, after the end of the shutdown and add the number of lost days to the end of the schedule.

In the event that DoDEA budget restrictions prevent face-to-face negotiations, all time limits and schedules will be tolled during this period of suspension. Bargaining will begin or resume no later than three (3) weeks after DoDEA notifies FEA in writing (e.g., email, letter, etc.) that budget restrictions that caused the suspension of bargaining no longer prevent face-to-face negotiations.

10. Official Time for Bargaining Unit Team Members: DoDEA agrees to provide up to six (6) bargaining unit members of the Association's bargaining team designated under Section 4 above with official time from their official duties to perform as members of the bargaining team in accordance with these ground rules.

11. Compensation for Bargaining Unit Team Members: DoDEA agrees to pay the Association's bargaining unit team members who have been released from their official duties by DoDEA their daily rate, only for periods of official time authorized in sections 13 and 18 below that occurs during their regular workdays as if they had performed their normal duties, in accordance with applicable salary schedules, laws and regulations.

The parties understand that Association bargaining unit members on official time authorized by these ground rules are not eligible for compensation in excess of their normal pay.

Therefore, they will not receive premium pay, straight time, overtime, holiday pay, or any other pay in addition to their normal pay for their participation in the bargaining process. Official time under this section is separate from and will not be counted against all official time granted under mandatory provisions of the current NA, MOUs, and past practices.

12. Location: The parties will alternate between the Mark Center (DoDEA headquarters) and the National Education Association headquarters (the Association's offices) on a weekly basis throughout bargaining. When at the NEA, management will be provided with a private, secure room the use of which shall be restricted to management bargaining team members, which will be called the "Management caucus room." When at the Mark Center, the Association will be provided with a private, secure room the use of which shall be restricted to the Association's bargaining team members, which will be called the "Association caucus room."

13. Preparation Time: The Association is authorized to have up to six (6) bargaining unit members designated by the Association, released from duty on official time for up to ten (10) work days during the period between the effective date of these ground rules and the start of term bargaining period. The Association will decide how to use these preparation days and it is agreed that they do not need to be used all at one time.

The Association will provide the DoDEA designated POC, at least two (2) weeks advance written notice when it intends to use any of these days for each of its bargaining unit team members to allow for arrangements for substitute replacements and the development of lesson plans. Said notice shall include the names and assigned school of FEA bargaining team member(s) who will use preparation time provided under this section and the start and end times and dates of the preparation time, that is requested to be used.

14. Exchange of Initial Proposals: Each party's initial proposals will be exchanged, both in writing and in electronic form, no later than thirty (30) days after these ground rules become operative.

Initial proposals may be amended, modified, or withdrawn during bargaining. Absent mutual written consent by the parties, no new proposals may be submitted by either party after the deadline established in this section unless circumstances beyond the control of the parties exist (e.g., changes required by law, changes to Government-wide regulation).

15. Records, Notes and Transcripts of Session: Electronic and other recording devices are prohibited during the negotiations, but that each party may keep its own notes and records.

16. Rules and Regulations: Upon request, DoDEA will make available copies and/or access available to Association bargaining team members to access all governing laws, executive orders, rules and regulations for Federal employees and DoDEA educators, including but not limited to, applicable DoD and DoDEA regulations, manuals, policy statements, administrative instructions, or similar documents. The Association has the right to copy such documentation as needed.

17. Negotiation Sessions and Times: Each daily negotiation session will begin at 9:00 AM and conclude for the day at 5:00 PM, with a one (1) hour, duty-free lunch period, unless the parties jointly agree to extend or shorten the bargaining session for that day only. The remainder of the bargaining day not devoted to face-to-face bargaining will be treated as caucus time. The negotiations will take place on Monday, Tuesday, Wednesday, Thursday, and Friday of each week in which bargaining is scheduled to take place, with the weekend just before and the weekend just after the section 18 bargaining/mediation period being travel days. This schedule may be jointly modified in the event that holidays, completion of bargaining, or for other reasons that may prevent the parties from meeting during scheduled bargaining periods.

18. Timelines for Negotiations: Bargaining shall begin within sixty (60) days after written proposals are received by the Agency or FEA. Up to ten (10) weeks of negotiations will

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occur if, combined, twenty (20) articles or fewer are opened for renegotiation; up to fourteen (14) weeks of bargaining will occur if, combined, thirty (30) or fewer articles are opened; up to eighteen (18) weeks of bargaining will occur if thirty-one (31) or more articles are opened. At the conclusion of the applicable timeframe, either party may extend negotiations by up to one week. Further extensions are permitted by mutual agreement.

Regardless of the number of Articles opened, six weeks of face-to-face bargaining period will begin from the first day of the bargaining period. The Association is authorized to have five (5) bargaining unit negotiation team members, designated by the Association under Section 4 above, on official time. If the parties require further negotiations after the initial six weeks, they shall meet to negotiate at a minimum every other week. These additional bargaining sessions may be face to face, or by teleconference or video teleconference.

If a complete successor NA has not been reached after the conclusion of the above bargaining period, either party may contact the Federal Mediation and Conciliation Service (FMCS) to secure future dates for mediation services following the completion of the bargaining periods discussed above. However, nothing prohibits either party from soliciting FMCS assistance during bargaining. In the event mediation is necessary after bargaining concludes, such mediation will not extend for more than 30 days unless otherwise directed by FMCS.

The Association is authorized to have five (5) bargaining unit negotiation team members, designated by the Association under Section 4 above, on official time during mediation efforts. The first two (2) weeks of mediation shall be in person. Then any subsequent mediation, if necessary, may be face to face, teleconference, or video teleconference.

The Parties' designated POC may mutually agree to modify the times and dates established under this section. All such changes must be agreed to in writing.

When the word "days" is used anywhere in these ground rules, it shall be interpreted as meaning calendar days, unless otherwise specified.

19. Cancellation of Sessions: Bargaining sessions may only be cancelled by written mutual agreement of the parties. Cancelled sessions will not serve to automatically extend any timeframes established by these ground rules. All extensions of timeframes shall be by written mutual agreement of the parties.

20. Word Processing Fonts and Program: The parties will use Microsoft Word as the only word processor. The parties will use Times New Roman, font size 12 for proposals and counter proposals for the duration of the negotiations.

21. Caucuses: Either party may declare a caucus. The party requesting the caucus will leave the room and go to their caucus room. The caucuses will be kept short and to a minimum. If any caucus should take more than 10 minutes, the caucusing party will provide the other party with an estimate of approximately how long they will need to continue caucusing. However, if the caucus reaches exceeds 30 minutes, the parties will return to bargaining the

issue or move to proceed to another item.

22. Proposals and Counterproposals: Each party reserves the right to amend/modify/withdraw their section 14 initial proposals, and to make/amend/modify/withdraw counterproposals to all section 14 initial proposals (whether theirs or the other party's) in good faith during the term bargaining process.

Subsequent revised proposals and counterproposals will also be provided in written and electronic form. When offering a revised proposal or counterproposal, the party making the revised proposals or counterproposal will indicate new/changed language through the use of **bold-face font**, underline or *italics*. Any language that is deleted from a proposal or counterproposal will use a ~~strike-through~~. All revised proposals and counterproposals submitted subsequent to the initial exchange of proposals must be marked with which side offered the revised proposal/counterproposal, the date and time the revised proposals/counterproposal was offered, and use a consecutive numbering system to allow the parties to refer back to the revised proposal/counterproposal by number and party who offered it.

23. Information Requests: Upon request, management will provide information requested by the Association that is necessary, normally maintained, and reasonably available for the purposes of bargaining the successor NA in response to Association requests.

24. Reaching Agreement: When the Association and DoDEA reach agreement on any section of an Article, each party will then initial that portion tentatively agreed upon. Then copies of the initialed agreed upon language will be provided to each bargaining team. An Article is not complete until all sections comprising it are tentatively agreed to and the parties confirm- by signing and dating the Article- that negotiations on that Article have been completed.

25. Negotiability: If DoDEA declares a proposal/counterproposal, or any part thereof, non-negotiable, DoDEA will provide an explanation as to why the proposal/counterproposal is considered non-negotiable. The parties will attempt to resolve the negotiability of a proposal/counterproposal, or any part thereof, and both sides may submit laws, rules, executive orders, government-wide regulations, or case law to attempt to resolve this determination of non-negotiability.

If the dispute cannot be resolved after reasonable efforts (e.g., at least two rounds of discussion), either party may table the matter, and if so, the parties will continue bargaining on the remaining issues in the interest of efficient and effective bargaining. They may revisit the matter by mutual agreement. However, if FEA chooses to pursue resolution via an appeal to the FLRA, that matter will be severed from these negotiations and will proceed on a separate track for resolution by the FLRA as provided in the rules and regulations of the FLRA. Concurrently, the remaining matters will continue in the bargaining process through resolution and/or ratification as appropriate.



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Within 14 days of receipt of a determination by the FLRA that a matter proposed for negotiations is within the duty to bargain, either party may initiate negotiations on the matter, except when either party indicates its intent to pursue judicial review of the FLRA's decision in accordance with the Statute.

26. Impasse: If the parties do not reach full agreement through section 18 FMCS mediation either party may request the assistance of the Federal Service Impasses Panel.

27. Ratification: If FEA elects to submit the tentative successor NA for ratification, the ratification process shall be completed and the results reported to the DoDEA designated POC by email within fifteen (15) days after reaching tentative agreement on the successor NA. If FEA does not notify DoDEA of the results of the ratification process within fifteen (15) days after reaching tentative agreement, the tentative agreement shall be considered ratified. If the agreement is ratified or considered ratified, it shall be signed by the parties within twenty (20) days after reaching tentative agreement on the successor NA and thereafter submitted for Agency Head Review.

If FEA notifies DoDEA that the tentative successor NA failed ratification, the parties will enter into and complete all renegotiations within thirty (30) calendar days after non-ratification. If agreement is reached, it will be signed by the parties within five (5) days and thereafter submitted for Agency Head Review. If agreement is not reached, no later than five (5) days after the close of the renegotiations period, the parties will either jointly or individually petition the FMCS, FSIP, or FLRA as appropriate to resolve any remaining dispute(s).

28. Agency Head Review: The agency head will have thirty (30) days, in accordance with 5 U.S.C. 7114(c), from the date the parties sign and execute the successor NA in which to review the proposed agreement. In the event that any portion of the agreement is disapproved through the Agency Head Review process, the Association retains all rights provided by law and may elect to renegotiate or file an appropriate petition with the FLRA.

If bargaining is chosen, FEA must notify the DODEA designated POC by email within fifteen (15) days after the receipt of the results of the Agency Head Review. The parties will enter into and complete all renegotiations within forty-five (45) days after notification of disapproval through the Agency Head Review process. If complete agreement is reached, it will be signed by the parties within five (5) days and thereafter submitted for Agency Head Review.

If a complete successor NA has not been reached within forty-five (45) days after notification of disapproval of Agency Head Review, the FMCS will provide mediation assistance over a seven (7) day period beginning with the first workday after the conclusion of the forty-five (45) day renegotiation period.

If FEA elects to pursue any negotiability issues to the FLRA, those will be severed and dealt with in accordance with section 25 above.

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Nothing in the language of this Section impacts the ability of either party to seek assistance from the Federal Service Impasses Panel.

E. The ground rules in section d. above will become effective or operative as of the day that either party serves notice on the other of its desire to bargain a new (successor) agreement.

INITIALS:

DoDEA: \_\_\_\_\_

FEA: \_\_\_\_\_

DATE: \_\_\_\_\_