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**Collective Bargaining  
Agreement (CBA) Between:**

**-**

**Department of Defense  
Education Activity  
(DoDEA)**

**and**

**Federal Education Association  
(FEA)**

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## **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.

## **ARTICLE 2 – CONDITIONS OF THE AGREEMENT**

### **Section 1. Relationship to Laws and Government- Wide Regulations.**

A. In the administration of all matters covered by this Agreement, the Parties shall be governed by laws; Government-wide rules and regulations in effect on the effective date of this Agreement.

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 with the new CBA and the parties had reached agreement in the prior CBA, such non-government wide regulations and directives pertaining to personnel policies or practices or other general conditions of employment will apply.

B. Either during orientation sessions or the first faculty meeting, the Employer shall acknowledge and recognize the Federal Education Association (the Association), its exclusive recognition, and the school's Faculty Representative Spokesperson (FRS).

C. In schools with more than one administrator, the Employer will, within twenty (20) days of the beginning of school, advise the FRS/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.

E. 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.

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

G. 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 2. – Association**

A. The Association is recognized as the exclusive representative of 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 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 policy or practices or other general conditions of employment.

2. any examination of an employee in the unit by a representative of the Employer 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 Section 3 A (2).

C. The Employer shall provide the FRS 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 to the extent provided 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 the purpose of conducting representational duties.

### **Section 3. 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. This also includes the right to act for a labor organization and, in that capacity, present the views of the Association to the Employer.

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.

The Employer also agrees that no Association representative shall be subject to reprisal in the form of lowering of performance ratings or imposition of disciplinary action for engaging in protected Association activities. Furthermore, the Employer shall not solicit employees to run for Association office or otherwise interfere with election of Association representatives.

B. Each unit employee has the right to request official time to seek assistance from his/her Association Representative when requested and approved in advance.

### **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. Material relating to a unit employee's conduct, service, character or personality that is to be placed in the employee's personnel file(s) shall be first shown to the employee. The unit employee shall acknowledge that the employee has seen such material by affixing the employee's signature to the

document to be filed with the understanding that the signature merely signifies that the employee has been shown the material and does not indicate agreement with its contents. 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 pay 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 salary be issued as soon as possible.

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.

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, personnel offices, military offices, and other Employer officials.

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

H. The biweekly base pay for unit employees will be the appropriate school year salary divided by the number of pay periods, normally 21, in the school year. The biweekly base pay will be reduced by the daily rate, 1/190th of the school year salary, for each day of absence in a non-pay status occurring on a workday within a pay period.

#### **Section 4. 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 employees, and internal security practices of the agency; and

2. in accordance with applicable laws –

a. to hire, assign, direct, layoff, 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.

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

1. at the election of the agency, 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.

## **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 it 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, the employee's responsibility is to assist in the evacuation of the building and report any unusual objects observed during the evacuation. Under no circumstances, shall the employee 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.**

Within thirty (30) calendar days of the effective date of this Agreement, the Employer will notify the Association of points of contact for labor management related activities. Notification of subsequent changes will be provided in a timely manner.

### **Section 5.**

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 6.**

The Employer shall make reasonable efforts to inform unit employees of any itinerant assignments before assigning such duties. Employees impacted by itinerant assignments will be informed of reporting requirements at each assigned school in a timely manner.

### **Section 7.**

At installations where individual mailboxes are not provided at the post office, the Employer shall ensure that arrangements are made for pickup and delivery of unit employee mail from the military post office concurrent with Employer pickup and delivery of school mail.



## **ARTICLE 4 – ASSOCIATION/DoDEA COOPERATION**

### **Section 1.**

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

B. At the start of the school year, 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
6. Not-to-Exceed date

Upon request, an update to Section B will be provided to the Association President during January of each school year.

C. The Employer will provide the FEA President at the start of the first and second semesters updates on projected school opening/closing/reconfiguring. The Employer will send the FEA President updates as new information becomes available.

D. The Employer shall notify the Association President each July of unit employees in the bargaining unit who have been promoted, separated, resigned, retired, or have died.

### **Section 2.**

The Employer shall provide a listing to the Association of all monetary awards granted unit employees during the fiscal year, broken down by the following categories: school, district, region, race, ethnicity, gender, and age.

### **Section 3. District/School Level Consultations.**

A. Consultation between the Employer and the Association at the District/School level shall occur to promote and facilitate understanding and constructive relationships. Consultation is a process short of negotiations whereby the Employer and Association representative(s) discuss matters of mutual concern. The consultation process will be conducted face-to-face, virtually or by other appropriate methods. Consultations shall occur at the school level and District levels.

The use of the word consultation in this Article is separate and distinct from the statutory negotiations process in Article 7 and the Association does not waive its rights under Article 7 and Title 5, Chapter 71. The consultation process in this Article concerns mutually agreed upon meetings between the representatives of the Association and the Employer at the appropriate levels of communication to discuss matters of concern outside of the statutory process in Article 7 and Title 5, Chapter 71.

B. Consultations at the school level shall be held by mutual agreement, but not less than monthly, by request of either Party. Consultations at the district level shall be held by mutual agreement.

C. The Association is entitled to an equal number of representatives as the Employer.

D. 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.

**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/FRS/Designee. The FRS at each school shall notify the Principal in writing each school year of any unit employee designated to act in the absence of the FRS.

**Second Level** - District Superintendent Representative/District-level Association Representative.

**Third Level** - Director of Student Excellence/Association Area-level 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 organizational 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.

## **ARTICLE 5 – OFFICIAL TIME**

### **Section 1.**

This Article sets forth the procedures for granting official time to Association representatives to perform representational activities and the granting of official time to employees.

### **Section 2.**

A. The Association shall be allotted a bank of hours to be used during each fiscal year. During the first year of the Agreement, the Association shall be allotted one (1) hour for each authorized Full-time Equivalent (FTE) in the bargaining unit. Each year thereafter, the amount of official time provided to the Association shall be calculated based on the amount of time used during the previous fiscal year divided by the number of FTEs in the bargaining unit. It is understood that this rate shall not exceed 1 hour per FTE. At the beginning of each fiscal year, the Agency shall notify the Association of the number of official time hours granted for that fiscal year.

B. It is understood that employees and Association representatives shall spend at a minimum three- quarters (75%) of their paid time, each fiscal year, performing Agency business or attending necessary training required by DoDEA, in order to ensure that they develop and maintain the skills necessary to perform their duties efficiently and effectively.

C. Employees and Association representatives who have already used 25% official time during a fiscal year may exceed 25% to participate in negotiations and proceedings before the Federal Labor Relations Authority. Any official time that exceeds 25% will be deducted from the subsequent fiscal year's allotted bank of hours.

D. Official time may only be used for representational activities for which official time is permitted under the Statute and may not be used for lobbying Congress, internal union business, or by Association representatives for preparing or pursuing grievances except where such use is otherwise authorized by law or regulation.

E. An employee may use official time to:

1. prepare for, confer with Association representatives, or present a grievance brought on the employee's own behalf,
2. appear as a witness in any grievance proceeding, or
3. challenge an adverse personnel action based on retaliation for engaging in protected whistleblower activity.

### **Section 3. Procedures for the Use of Official Time.**

A. Employees and Association representatives seeking to use official time, whether it be from the negotiated bank, Statute or other source, must request such official time in advance, for approval prior to its use except where obtaining prior approval is deemed impracticable, as determined by the Agency. The employee or 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. Such requests will be accomplished by completing the form at the end of this Article. If the actual amount requested varies by more or less than fifteen (15) minutes, the employee or Association representative will send an e-mail to the Agency designee at the completion of the approved event. If the actual time use is to vary by more than thirty (30) minutes, the employee or Association representative will seek advance approval for the additional time before using it. Employees and Association representatives with ongoing requests of a prescribed number of hours on designated days must request approval at least once each pay period.

B. In addition to requesting advanced supervisory permission to take official time, 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. The Association representative will also notify the supervisor at the other worksite before arriving. If the visit would unduly interfere with work requirements, the supervisor shall establish another time at which the Association representative can visit the site.

**Section 4. Accounting for Official Time.**

Employees and Association representatives are responsible for ensuring the appropriate time codes and amount of official time used is accurately recorded on their timesheet, using the following codes:

- A. BA- Term negotiations
- B. BB- Mid-term negotiations
- C. BD- General labor management relations
- D. BK- Dispute Resolution proceedings before the FLRA

# Official Time Request Form

Employees may not use official time without advance written authorization from their supervisor or designee, except where obtaining prior approval is deemed impracticable under regulations. Any employee who uses official time without advance written authorization, or for purposes not specifically authorized by the Agency, shall be considered absent without leave and subject to appropriate disciplinary action.

For continuing or ongoing requests, requests for authorization renewals will be required to be submitted not less than once per pay period. A separate advance authorization will be required for any use of official time in excess of previously authorized hours or for purposes for which such time was not previously authorized. Representatives/employees are responsible for accurately recording official time on their time and attendance for pay purposes. Supervisors are responsible for managing official time and accurately certifying time in accordance with DoD policy and Federal law.

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**Part 1: To be completed by the representative/employee requesting official time and submitted in advance to the supervisor/manager.**

<b>Name:</b> <input style="width: 95%;" type="text"/>	<b>Job Title:</b> <input style="width: 95%;" type="text"/>	<b>Date:</b> <input style="width: 95%;" type="text"/>
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<b>POC Phone:</b> <input style="width: 95%;" type="text"/>	<b>Specific Location of union time:</b> <input style="width: 95%;" type="text"/>
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**Purpose (Check Applicable)**

- Term Negotiations (DAI OHO Code = BA)§ 7131(a)       Mid-Term Negotiations (DAI OHO Code = BB)§ 7131(a)
- Dispute Resolution proceedings before FLRA during time employee would normally be in a Duty status (DAI OHO Code = BK)§ 7131(c)
- Employee initiated grievance. Preparing for or conferring with exclusive representative regarding a grievance or presenting a grievance brought on the employee's own behalf (DAI OHO Code = BD)§ 7131(d)
- Appearing as a witness in any grievance proceeding (DAI OHO Code = BD)§ 7131(d)
- Employee challenging an adverse personnel action taken against the employee in retaliation for engaging in federally protected whistleblower activity. (DAI OHO Code = BD)§ 7131(d)
- Preparing for term or mid-term bargaining, formal meetings or representational activities authorized under (DAI OHO Code = BD)§ 7131(d)

While providing enough detail to identify the tasks the representative/employee will undertake; what are the specific purposes for which such union time will be used?

**Time Requested**

**1. How many official time hours are being requested?**     

**2. What is the requested start date and time for the hours?**                 

**Requesters Signature**

**Part 2: To be completed by authorizing supervisor/manager.**

**Approved**

**Disapproved**

Yes

No

**1. Has representative/employee performed 75% of paid time (FY to date), performing agency business?**

**2. Are the number of hours requested, within the total amount of hours authorized by the agency for the fiscal year?**

**3. Is the amount of time considered for approval; reasonable, necessary, and in the public interest?**

**Explanation of disapproval:**

**Alternative date/time approved by supervisor/manager if operational needs does not allow representative/employee to use official time as requested:**

**Date:**

**Time:**

**Supervisor First Name**

**Supervisor Last Name**

**Supervisor Signature:**

**Time Out**

**Time In**

**Total Union Time Used**

**Union Time Used FY to date § 7131(a)&(c)**

**Union Time Used FY to date § 7131(d)**

## **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 national or regional level, said meeting may be face to face, or by teleconference 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.

### **Section 3.**

At the regional level time periods in this Article shall be tolled during winter, spring and summer recess periods.

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

### **Section 1. General.**

A. It is understood that the National Agreement or other Agreements reached at the National Level are controlling and no Agreements reached at the Regional or local level shall amend or otherwise conflict with this Agreement.

B. The Association shall be entitled to representation in accordance with 5 U.S.C. 7131 (a).

C. If either Party disagrees 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 that 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 by law or this Agreement.

D. Proposed Management changes 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.

### **Section 2. National/Regional Level/District.**

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

B. Matters appropriate for negotiations at the Regional/District level concern conditions of employment which fall within the scope of bargaining, and which are unique to a Region or District.

C. The Employer shall notify the Association, in writing, of proposed changes in conditions of employment including a cover sheet briefly listing and explaining the changes being made. If the Association wishes to negotiate over the proposed changes, it shall notify the Employer and submit proposals, in writing, within twenty-five (25) days following receipt of the proposed notice. If advanced notification of the change cannot occur, the Parties agree to expedite the process. 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 promptly scheduled and held.

D. Not more than once every six (6) months the Association may provide such proposals, which deal with matters not covered by the negotiations which led to this Agreement, to the Employer. If the Employer wishes to submit counter-proposals, it shall submit written proposals to the Association within twenty-five (25) days following receipt of the Association proposals. Upon receipt of the Employer's proposals, negotiations shall be promptly scheduled and held.

E. National level bargaining will be held promptly at a mutually agreeable location in the Washington, D.C., metropolitan area unless otherwise agreed by the Parties. To the greatest extent possible, Regional or District level bargaining will be promptly scheduled and accomplished in such a manner so as to minimize the need for travel. Bargaining may be accomplished by person-to-person meetings, telephone, electronic mail, video conferencing or other appropriate means.



**Section 3. Local Level.**

A. 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.

B. Such matters arising at the school level that fall within the scope of bargaining may be negotiated at the National, Regional or District 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 Facility Representative Spokesperson, upon request, shall meet to consult on such matters at reasonable times as may be necessary. 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.





## **ARTICLE 10 – STAFFING**

### **Section 1. General Staffing Procedures.**

A. When school vacancies exist and the Employer has determined to fill the vacancies, the Employer may consider filling such vacancies with qualified unit employees from within the school and/or school complex where the vacancies exist. It is understood, however, that the Employer may fill vacancies from any appropriate source and the Employer retains sole 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 Employer 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.

B. Unit employees who wish to be considered for vacancies, which currently exist or may open during the current school year and occur within their school or school complex, may notify the appropriate principal/designee in writing within thirty (30) calendar days of the start of the school year. The appropriate principal/designee is the principal/designee in the school where the employee desires consideration. Unit employees must meet the qualification standards published by DoDEA for the pertinent school year for the positions for which they request consideration.

C. The Employer shall make an effort to notify unit employees who plan to return to the same school the subsequent school year with his/her teaching assignment and number of classes prior to the close of the school year. However, the Employer reserves the right to make changes in such assignments. Such changes could be due to, but not be limited to, unexpected changes in curriculum, mission, staffing, and recruitment actions.

### **Section 2. Involuntary Reassignment(s).**

A. The Employer 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 the reassignment of an employee. The reassignment may be from one location to another or from one grade/course to another.

B. 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 at a minimum:

1. reason(s) for the reassignment;
2. why the unit employee was selected;
3. an opportunity for the individual to provide a statement as to why he/she should not be reassigned. The statement should include any extenuating circumstances of a personal nature, which he/she feels, should be taken into consideration.

### **C. Closing/Opening of Schools:**

In the event the Agency closes a school and all the employees and contents of the school are relocated to a new school, at the discretion of the Agency, each unit employee making such a move may receive:

1. Up to one and one-half (1-1/2) workdays of release time from assigned duties for packing his/her classroom. Additional release time may be granted at the discretion of the supervisor, if requested.

2. Up to two (2) workdays of release time from assigned duties to unpack and/or setup his/her classroom. Additional release time may be granted at the discretion of the supervisor, if requested.
3. If Management determines that the employee does not require the amount of time allotted to accomplish the packing/unpacking of his/her classroom, the employee will return to his/her normal duties or, if the move was accomplished during a recess period or non-duty day, the employee's workday will conclude.

#### D. Reassignment to a Different Classroom

Management has determined that employees who are reassigned to a new classroom location shall receive:

1. Up to one and one-half (1-1/2) workdays of release time from assigned duties to accomplish the move. Additional release time may be granted at the discretion of the supervisor, if requested.
2. If Management determines that the employee does not require the allotted time to accomplish the move, the employee will return to his/her normal duties or, if the move was accomplished during a recess period or non-duty day, the employee's workday will conclude.

### **Section 3. Excessing Process.**

The Employer may excess employees when there is a need to reduce the size of a staff at a particular school when the number of employees in a position is higher than the number of positions authorized by the Employer. Some examples that may trigger the excessing process include a drop in enrollment at a particular school, a reduction in Agency budget, school realignments or closure, etc.

The Employer shall determine the employee(s) to be excessed at each school. The Employer will follow the procedures listed below when making decisions regarding employee excessing and the assignments of excess employees. However, the Employer retains sole discretion to assign employees outside this procedure based upon the needs of the Agency.

#### A. General Excessing Process:

1. Excessed employees should be placed in permanent positions in Association represented schools.
2. Pay retention will be granted in accordance with Article 26 of this Agreement to excess employees if applicable.
3. Guantanamo Bay, Cuba will be considered as part of the Europe West District and Europe Area for placement under the excessing process.
4. If an employee lists Cuba as a desired preference, or remains excess after the World-wide process, he/she will become eligible to be placed in Cuba vacancies.
5. Information related to the procedure for requesting a waiver of the transportation agreement will be included in the employee assignment letters.
6. Excessed Spouse(s):

- a. If both spouses in the same school or complex are declared excess:

- i. Both spouses may request joint consideration for the District, Area, and/or World-wide process.
  - ii. If both spouses request joint consideration, they will be ranked by the service computation date (SCD) of the spouse with the highest SCD.
  - iii. Efforts will be made to place excess spouses who request joint consideration within the same geographic location based on teaching categories.
- b. If one spouse in the same school or complex is declared excess:
- i. The non-excess spouse may not be considered for placement under this process.
  - ii. The non-excess spouse may be granted leave without pay for up to one (1) school year to accompany an excess spouse to the new location.
  - iii. The excess spouse is encouraged to consider locations that would provide the best opportunity for a possible opening for the spouse.

7. Prior to the start of the excessing process, the Employer may solicit applications for Voluntary Early Retirement Authority (VERA) and/or Voluntary Separation Incentive Payments (VSIP). The Employer may consider offering VERA and/or VSIP first to unit employees who remain excess after the school level process.

After the World-wide process is completed, if excess employees remain, the Employer may offer VERA and/or VSIP to employees that have already applied. Offers will be made in the following order based upon the geographic location of the excess employee:

- a. School/Complex/Commuting area
- b. District
- c. Area
- d. World-wide

8. Placement of Excess Employees - Vacancies and Not to Exceed (NTE) Positions.

Prior to assigning employees to vacancies or NTE positions, excess employees will be provided an opportunity to submit to the Employer a prioritized list of their desired teaching categories and geographical preferences within their District, Area, and/or World-wide. Preferences may be listed in any or all of the following ways: District (e.g., Europe East), Area (e.g., Europe) country (e.g., Germany), individual school (e.g., Kinnick High School, Japan) and World-wide.

The following identifies the order to be used in the placement of excess employees in vacancies or NTE positions for the District, Area, and World-wide processes, however the Employer reserves its right to exclude the NTE positions from any or all of the excessing processes:

- a. Vacancy in order of prioritized teaching categories and geographical preference.
- b. Vacancy in order of prioritized teaching categories.
- c. NTE position in order of prioritized teaching categories and geographical preference.

d. NTE position in order of prioritized teaching categories.

## B. School Level Process

1. The authorized manpower staffing document will be used to determine the appropriate employee(s) to be excessed.
2. The Employer will provide a copy of the school's authorized manpower staffing document to the FRS at the school.
3. Refer to the School Level Excessing Guidance Flow Chart in the Appendix of this Agreement.
4. Excessing shall be done using employee assigned positions by inverse (lowest) Service Computation Date (SCD).
5. If there are insufficient vacancies to place all employees identified as excess, the Employer will use positions occupied by any NTE employee for which the excess employee possesses the qualifications. The use of positions held by NTE employees will be done using NTE inverse SCD.
6. If there are insufficient vacancies/NTE positions to place all excess employees, the Employer will solicit volunteers from within the teaching assignment identified as excess, starting with the highest SCD.
  - a. If an employee (one or multiple employees depending on the number in excess) in that teaching assignment volunteers, he/she becomes an excess employee or
  - b. If there are insufficient volunteers within the teaching assignment to meet the excessing needs, the employee(s) with the lowest SCD shall be identified as excess and the Employer will then solicit volunteers from the entire school staff and
  - c. If there are employee(s) from the entire staff who volunteer to be excessed, the Employer will rank the request(s) by SCD and determine if the designated excess employee(s) possess the qualifications to be assigned to the assignment the volunteer holds. If an excess employee possesses the qualifications of the volunteer, the volunteer shall be designated as excess. If the excess employee does not possess the qualifications of the volunteer(s), the Employer will continue with the excess process as outlined below.
7. The Employer will provide the school's FRS with a list of excess employees and the reasons for their designations as excess.
8. The Employer will notify each excessed employee in writing that he/she has been designated as excess to their school and his/her available options.
9. If a school is closing or excessing is a result of restructured grade levels that result in students attending a DoDEA school in the same commuting area, the school that is gaining students completes their school level process. Employees excessed within the commuting area will be placed in remaining vacancies if qualified.
10. Excess employees not placed in the school level process will be moved to District Placement.

### C. District Level Process

1. Excess employees who request to remain in their current District will be ranked in SCD order and placed in positions in their current District using the placement order specified in Section 3.A.8 above.
2. Excess employees who do not request to remain in their current District will be ranked in inverse (lowest) SCD order and placed in positions in their current District using the placement order specified in Section 3.A.8 above.
3. Placement of employees will be made in the following geographical order:
  - a. Current Installation / commuting area
  - b. District-wide
4. Excess employees not placed in their District will be moved to Area Placement.

### D. Area Placement Process

1. Excess employees who request to remain in their current Area will be ranked in SCD order and placed in their current Area using the placement order specified in Section 3.A.8 above.
2. Excess employees who do not request to remain in their current Area will be ranked in inverse (lowest) SCD order and placed in their current Area using the placement order specified in Section 3.A.8 above.
3. Excess employees not placed in Area will be moved to the World-wide process.

### E. World-wide Process

Excess employees will be ranked in SCD order and placed World-wide in order of prioritized teaching categories and geographical preference. If no position is available in their World-wide location preferences they will be considered for any available positions World-wide. (Except Cuba- See General Excessing Process, Article 10, Section 3.A.4)

F. In accordance with Section 3.A.7 above, the Employer may offer VERA and/or VSIP to employees in order to place excess employees remaining after the World-wide process is complete.

### G. Request for Reconsideration

1. Employees may request reconsideration if:
  - a. they are placed in a vacancy and teaching category for which they have never taught or did not request in accordance with Section 3.A.8 above; or
  - b. they are assigned a position outside their District and a subsequent vacancy for which they are qualified becomes available within their District.
2. Employees assigned vacancies related to an Employer approved VERA or VSIP are not eligible for reconsideration.



3. Request for reconsideration must be submitted to the designated human resources office within seven (7) calendar days of being assigned a vacancy.
4. Reconsideration request will be considered for twenty-one (21) calendar days from date request was submitted by the employee.
5. Reconsideration determinations are at the sole discretion of the Employer.

#### H. NTEs

After the reconsideration period for permanent employees, NTE employees impacted by excessing will be considered for placement for remaining vacancies within their commuting area prior to the vacancies being filled by new local/CONUS applicants. Placement will be considered by SCD until the end of the school year.

## **ARTICLE 11 – REDUCTION IN FORCE**

### **Section 1. Definitions.**

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 because of:

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

### **Section 2. Exclusions.**

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

### **Section 3. Notification to Association.**

When it is determined that there is a need for a RIF, the Employer shall notify the Association as soon as possible, but no later than sixty (60) calendar days prior to the scheduled effective date of the RIF. Such notice 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.

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

### **Section 4. Notification to Bargaining Unit Members.**

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

1. action to be taken;
2. reasons for the action;
3. personal information used to determine the action;
4. effective date of action;
5. entitlements and benefits;
6. place where affected employees and their representatives may inspect retention registers and related records pertaining to the action; and
7. employee appeal rights.

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

**Section 5. - Competitive Area**

Competitive Area for any RIF shall be defined as all employees in the district.

**Section 6. Competitive Levels.**

Competitive levels shall be established in accordance with 5 C.F.R. 351.403 consisting of all the positions in a competitive area that are in the same pay plan, at the same grade equivalency or occupational level; are in the same classification series, position category and certification and which are similar enough in duties, qualification requirements, pay schedules, and working conditions so that an incumbent of one position can be reassigned to another position without undue interruption. Separate competitive levels will be issued by type of service (competitive or excepted), by appointment authority, by pay schedule, and by work schedule.

**Section 7. Retention Registers/ Retention Priority.**

In implementing the requirements of 10 U.S.C. 1597, 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.

- a. Employees with a period of assessed performance of less than twelve (12) months and
- b. Employees with a period of assessed performance of twelve (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:

- 1. Rating of record;
- 2. Tenure group;
- 3. Average score;
- 4. Veteran's preference; and
- 5. DoD service computation date (SCD) 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).

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 eligible who have a service-connected disability of thirty (30) percent or more); Subgroup A (preference eligible employees not included in subgroup AD), or Subgroup B (non- preference eligible employees).

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

D. Competing employees shall be released from competitive levels in the inverse order of retention standing, beginning with the employee with the lowest retention standing on the retention register. A competing employee may not be released from a competitive level while retaining in that level an

employee with lower retention standing except as provided for in 5 C.F.R. 351.601.

**Section 8. Placement Considerations.**

In order to minimize the impact of a RIF, consideration will be given to:

- a. Filling existing vacancies by the placement of qualified employees who are adversely affected by the RIF.
- b. Terminating temporary appointments of individuals in unaffected competitive levels to create placement opportunities for qualified permanent employees (Group I or Group II employees) who are scheduled for separation under RIF procedures.

**Section 9. Salary Retention Provisions.**

Pay retention, in accordance with Article 26 of this Agreement, shall be provided to bargaining unit employees who are demoted to a lower graded/paid position within DoDEA. A bargaining unit 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 10. Severance Pay.**

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

**Section 11. Assistance to Employees.**

The Employer may provide job placement or other services to unit employees adversely affected by a RIF, in accordance with applicable law and Government-wide regulations.

**Section 12. Reemployment Priority List.**

The Employer shall establish and maintain a reemployment priority list (RPL) for bargaining unit employees separated due to RIF. Eligibility shall be determined by seniority of SCD. 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 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 13.**

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

**Section 14.**

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.

## **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;
7. termination of trial period employees;
8. termination or expiration of temporary appointments;
9. non-selection for promotion or transfer from lists of properly ranked eligible; and
10. oral admonishments.

### **Section 3. Types of Grievances.**

A. Individual Grievance – A unit employee may present a grievance on the employee’s own behalf under this procedure provided that the Association is given the opportunity to be present during the grievance proceeding. The Employer shall send the Association District-level Representative where the employee is assigned a copy of the grievance within one (1) week of filing. Any resolution reached with the unit employee shall be consistent with the terms of this Agreement.

An employee’s claim may be addressed through only one type of grievance. Once the concern is resolved (e.g., remedy granted, matter dismissed by an arbitrator, matter no longer timely or grievable), it cannot be refiled (even under a different category of grievance).

B. Group Grievance - One grievance filed on behalf of a group of employees where the alleged violation involves more than one employee on the same issue. 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

C. Association Grievance – A grievance filed by the Association to enforce its own institutional rights (e.g., official time requests for Association representatives) or over the interpretation and application of this Agreement.

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

### **Section 4. Individual and Group Grievances**

#### **Step 1 – Informal**

The parties agree that informal resolution of unit employees' grievances is desirable. To this end, unit employee(s) 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 should 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, the unit employee or his/her Association representative 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.

B.1. The Principal /or designee shall issue a written decision within seven (7) calendar days from the date the written grievance was received by the Principal. Such decision shall be transmitted to the grievance 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 designees 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) calendar 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 Principal /or designee within ten (10) calendar days from the date he/she received the Principal's /or designees written decision. In addition to the information submitted under Step Two, the grievant must include a statement as to why the Principal's /or designees decision is unacceptable. Within two (2) working days following receipt of the Step Three grievance, the Principal /or designee shall forward the grievance and a copy of his/her Step Two decision to the Regional Director, DoDDS, with a copy of the forwarding letter to the grievant.

B. Upon receipt of the grievance for consideration at the regional office, the regional review will be completed and a final decision rendered within twenty (20) days from its receipt. Such decision shall be in writing and set forth the reasons for the decision. The written decision shall be immediately transmitted to the grievant and the grievant's Association representative, if any. A complete copy of the case file shall be immediately transmitted to the appropriate OEA Area Director or Designee. In the Pacific Region the case file will be transmitted to the OEA Pacific Uniserv Director and the OEA Pacific Area Director or Designee. Actual costs of copying and transmittal to the OEA Pacific Area Director shall be paid by the Overseas Education Association.

### **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 (2) or (3) 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 arising under Article 12, Section 2B (3), 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.

D. Upon receipt of an Association or Employer grievance, the Association or Employer, as appropriate, shall review, investigate, and furnish a written 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. Grievants are encouraged to use the Grievance Form, modified as appropriate.

F. Should the Association's or Employer's final decision not be satisfactory, arbitration may be invoked by the appropriate party.

### **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.

B. Arbitration may be invoked only by the submission of the appropriate Federal Mediation and Conciliation Service (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 FMCS for referral of an arbitration panel.

C. 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 seven (7) arbitrators who will be attorneys with practices within the Washington, DC metropolitan area with Federal sector arbitration experience and members of the FMCS 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.

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

1. Either party refuses to participate in the selection of 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. Any hearing for cases that arise under this Agreement (or was invoked under the prior CBA, but is still pending scheduling) that are not scheduled within twelve (12) months from the date of invocation (or, for the prior-CBA cases, not scheduled within 12 months from the effective date of this Agreement) will be considered withdrawn. The hearing may be held beyond the twelve (12) month window provided the hearing was scheduled within twelve (12) months of invocation., the twelve (12) month timeframe was extended by mutual agreement, or the moving party can demonstrate they exercised due diligence in attempting to schedule within the 12 months.

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(s) to be heard. A conference call with the arbitrator will be held in order 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.

F. The arbitration hearing for an Individual or Group grievance will normally be at the school site, unless the Employer decides otherwise. The arbitration hearing for an Association and Employer grievance will normally be held in DoDEA Headquarters, with witnesses not from DoDEA Headquarters participating by video or teleconference, if practical and acceptable to the Arbitrator. The Party invoking arbitration will have the burden of proof and will present its case first, except in disciplinary actions in which case the Employer will present its case first, unless the burden of proof is established by law or Government-wide regulation.



G. All unit employees who are witnesses in the hearing shall be in a duty status.

H. Reserved.

I. 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 or submission of post-hearing briefs, whichever occurs later, unless the Parties mutually agree to extend the time limit.

J. The arbitrator's authority will be limited only to the issue involved, subject to section 6. E of this Article. 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.

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

L. 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.

M. The cost for arbitration shall be borne equally by the Association and the Employer. Arbitration costs will include the fee, travel and per diem for the arbitrator, 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.

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

O. 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.

P. Reserved

Q. 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. Time Limits**

1. To be considered timely under the procedure, Individual or Group 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 the individual or group grievance. Similarly, to be considered timely, those Association or Agency 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.

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 if the moving Party chooses to move the grievance. The failure of the moving Party to present a grievance or move a grievance to the next step after receiving a response 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.

B. 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.

C. 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 or the employee's estate.

D. 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.

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. Nothing in this Agreement shall prevent the parties from discussing and attempting resolution of issues once a grievance has been filed under the grievance procedure.

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

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

The Association will present a petition for fees to the Agency no later than thirty (30) 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 thirty (30) days of the Agency receiving the petition, the Association will forward the petition to the arbitrator for resolution no later than ninety (90) days after the decision became final and binding.

## **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 without just cause.

### **Section 2.** Reserved

### **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; and
  - 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 written notice of final decision at the earliest possible date following the ten (10) day notice period.
2. The written 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.

### **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 fifteen (15) 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 fifteen (15) 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 written notice of final decision at the earliest possible date following the notice period.
- 2. The written 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.

C. It is understood that the above procedures are only applicable to those bargaining unit employees who meet the statutory definition of an employee under 5 U.S.C. § 7511.

**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.

## **ARTICLE 14 – PERFORMANCE APPRAISAL SYSTEM**

### **Section 1.**

The purpose of the Performance Appraisal System is to provide a framework for supervisors and managers to communicate expectations and job performance to employees, link individual employee performance to organizational goals, encourage increased employee engagement, facilitate a fair and meaningful assessment of employee performance, establish a systematic process for planning and monitoring employee performance that contributes to mission success, provides a high-performance culture that addresses shortfalls as they occur and holds employees accountable for performance.

### **Section 2.**

The performance of all unit employees shall be evaluated according to DPMAP (DOD Instruction 1400.25, Volume 431), implemented in this unit in May 2018, with any amendments as negotiated between this parties.

The evaluator shall take into consideration any circumstances that may adversely affect an employee's performance, such as class size, special learning needs, 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 to review the employee's 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, and 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 must be written and 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 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 (2) 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 (5) 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, provide a copy of the critical elements and performance standards 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 (5) 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 under the provisions of 5 CFR 432, the Employer shall ensure that the unit employee is provided an opportunity to demonstrate acceptable performance.

### **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. The notice of proposed action shall not rely upon any instances of unacceptable performance occurring more than one year before the date of such notice.

## **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 Employer deems are necessary to the education process. The employees and the FRS can provide input to identify items they see as 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, and the employee shall be notified.

### **Section 4.**

- A. The Employer recognizes its responsibility to provide and maintain a safe and healthful work environment and to follow government guidelines regarding environmental conditions for Federal buildings. The Employer therefore commits to make reasonable efforts in this regard to contain asbestos and provide sanitary facilities, adequate lighting, ventilation, heating, and air conditioning. The Employer will take appropriate action to provide a work area free of weapons, explosive devices, and threatening behavior. The Employer will take appropriate action to establish channels of communications with officials of the host military departments and 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 and will share the proposed solution and timeline for resolving the issues if known. Unit employees shall report any unsafe conditions to Employer officials at the school.
- C. Employees will be notified in writing of any exposure to hazardous materials when required by OSHA regulations.
- 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 for each school building in the Association's bargaining unit shall be furnished to the Association as the inspection reports become available.
- E. Protective clothing, devices, and safety equipment required by the Employer shall be furnished by DoDEA and used by the employee. In the event any protective device or safety equipment is damaged or unserviceable, the unit employee will make a report to the employee's supervisor.

**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 unit employees including appropriate access to facilities in their assigned schools in accordance with law and Government-wide regulations.

**Section 7.**

A. The Employer shall attempt to provide each school in the bargaining unit with a faculty room.

B. The Employer will attempt to provide adult-only bathrooms in newly constructed schools.

**Section 8.**

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, and in school vehicles is prohibited except inside of a personally owned vehicle. Unit employees will exercise due diligence in order to avoid smoking in the line of sight of students on campus or at all school sponsored events off campus.

Tobacco products include, but are not limited to, cigarettes, cigars, pipe tobacco, roll-your-own tobacco, smokeless and dissolvable tobacco, and products intended for use in hookahs and water pipes, electronic nicotine delivery systems i.e., e-cigarettes and vape pens.

To assist employees who will be impacted by this prohibition, the Agency agrees to sponsor and/or provide referrals to smoking cessation classes/programs for eighteen (18) months after the effective date of this Agreement. When approved in advance by their supervisor, bargaining unit employees will be provided reasonable release time from regular duties to attend such classes/programs.



## **ARTICLE 16 – USE OF OFFICIAL FACILITIES**

### **Section 1.**

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 2.**

When use of school facilities, equipment, and/or services not specifically mentioned in this Agreement is generally available for non-agency business by individuals when acting on behalf of non-Federal organizations, use may be provided to the Association 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;
- 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.

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.

## **ARTICLE 17 – COMMUNITY ENVIRONMENT**

### **Section 1.**

Each DoDEA school is encouraged to include a link on their school website to their host Military Command website.

### **Section 2.**

The Employer encourages management at DoDEA schools and/or complexes to invite the Installation Commander and/or School Liaisons to meet the faculty as early in the school year as possible.

## **ARTICLE 18 – EQUAL EMPLOYMENT OPPORTUNITY**

The Agency recognizes its obligation under applicable Federal laws, Executive Orders, 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, including, but not limited to race, color, religion, sex, sexual orientation, gender identification, national origin, genetic information, pregnancy, age, and physical or mental disability, and to promote the full realization of equal employment opportunity through a continuing affirmative program.

## **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. If a student makes a false allegation against a unit employee, the Employer shall consider all available disciplinary measures and shall determine if discipline is appropriate. The Employer retains the final decision making authority on student discipline.

### **Section 3.**

Once the Employer is made aware of threats of harm against a unit employee, the Employer shall notify the unit employee as soon as possible of the threat and, if able, what measures the Employer is taking to ensure the employee's safety.

### **Section 4.**

If a unit employee is attacked, injured or harmed by a student, is threatened by a student, or suffers damage or loss of personal property, the bargaining unit employee will report such to his/her supervisor.

When there are instances of persistent and/or severe misbehavior, the Employer may bring together appropriate individuals in an effort to facilitate improvement in the student's behavior.

### **Section 5.**

In the event that a student has been removed from the classroom, bargaining unit educators may request a meeting with the school principal to present any matter that the unit employee deems appropriate. If, after a reasonable time, the student's behavior has not improved, the bargaining unit employee may, in writing, request the supervisor to take further action to resolve the situation.

In the event a student commits what appears to be either a criminal act and/or a violation of law, threatens/attacks 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 appropriate action may be taken. The employee may also be required to provide a written statement.

At the request of the bargaining unit employee who reports a violation as described above, the supervisor will provide him/her information on the status of the case subject to the requirements of the Privacy Act and other applicable laws, rules or regulations.

## **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 to be implemented that would result in downgrading or upgrading action of a class or occupational specialization of unit employees at more than one school site.

## **ARTICLE 21 – LEAVE**

### **Section 1. Definitions.**

#### **A. Educator Leave Accrual**

1. Full-time unit employees accumulate educator leave with pay at the rate of one day for each calendar month of service or part thereof in a school year, except that if the school year includes more than eight (8) months, any such employee who shall have served the entire school year shall be entitled to ten (10) days of cumulative leave with pay.
2. Part-time employees who are regularly employed on a part-time basis earn leave in an amount proportionate to the amount of time the part-time employees are regularly employed as compared to full-time employment.
3. Leave shall be credited to full-time unit employees for the full school year when the school year begins or whenever the employee enters on duty (e.g., after the start of the school year).
4. Employees who perform activities during the summer recess period do not earn leave.
5. Educator leave may be requested for the following reasons:
  - a. maternity;
  - b. illness of the employee;
  - c. illness, contagious disease, or death in the immediate family of employee; and
  - d. any personal emergency.

#### **B. Any Purpose Leave (APL)**

Up to three (3) days of educator leave may be granted for any purpose in each school year and educators are not obligated to state the reasons for requesting such leave.

Refer to Section 2 subsection G for further information.

#### **C. Leave for the Purpose of Paternity.**

When the spouse of a unit employee is physically incapacitated by reason of pregnancy or there are complications resulting from the pending arrival or arrival of a new child, 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 the need for the leave or said physical incapacitation.

If, in the above situation, the unit employee does not have accrued leave, the unit employee may be granted advanced educator leave or leave without pay (LWOP) upon request.

#### **D. Leave Without Pay. (LWOP)**

LWOP is an approved absence from duty without pay. The approval of LWOP is a matter of administrative discretion by the Employer. Refer to Section 6 for further information.

### **E. Absence Without Leave (AWOL)**

AWOL is an absence from duty without pay for which leave has not been approved. AWOL is a non-pay status. AWOL is not a disciplinary action but may be used as the basis for such. In the event that a unit employee is placed in an AWOL status by the Employer, the unit employee may request that the AWOL designation be changed to another leave status and submit evidence or information to the Employer in support of this request.

### **F. Administrative Leave**

Administrative leave is an absence from duty, approved at the Employer's discretion, without loss of pay and without charge to leave. (Also known as excused leave). Refer to Section 5 for further information.

### **G. Leave for the Purpose of Adoption.**

One or both adoptive parents may be granted LWOP or APL 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.

### **H. Witness in a Judicial Proceeding**

The term judicial proceeding includes any action, suit or other judicial proceeding, including condemnation, preliminary, informational, or other proceeding of a judicial nature, but does not include an administrative proceeding. Refer to Section 7 for further information.

### **I. Voluntary Leave Transfer Program (VLTP)**

1. An employee who has a medical or family medical emergency that is likely to require the employee's absence from duty for a prolonged period of time and result in a substantial loss of income because of the unavailability of paid leave, may apply to receive transferred APL from other employees with the concurrence of respective management officials. The determination of whether a medical emergency is likely to result in a substantial loss of income shall be based solely on whether the absence from duty without paid leave for the purpose of the emergency is, or is expected to be, at least three (3) duty days.
2. There is no limit on the amount of donated APL a leave recipient may receive from the leave donor(s).
3. Under the VLTP, a unit employee may donate any / all of his/her APL days to another employee who has a personal or family medical emergency and who has exhausted his/her available paid leave. APL must be donated in half-day increments.
4. The Employer will administer the VLTP in accordance with Agency regulations.

Refer to Section 8 for further information.

### **J. Reserved**

### **K. Sabbatical Leave**

When approved by the Employer, a period of paid or unpaid leave that is granted to an employee so that he/she may study for educational purposes, when the course of study is determined to be appropriate by the Employer. Refer to Section 4 for further information.

### **L. Advanced Educator Leave**

Under unusual circumstances, up to thirty (30) days of educator leave may be advanced to an employee for use on any scheduled duty days within the school year. Refer to Section 2 subsection B for further information.

## **Section 2. General Rules and Procedures.**

A. Leave will be earned and administered in accordance with applicable laws and Agency regulations.

B. Advances of Educator Leave. Requests for advances in educator leave must be submitted through the immediate supervisor/designee for approval. Decisions on approval/disapproval of advanced educator leave are not subject to the grievance process. Such requests will only be considered for approval in situations of emergency and personal hardship. Such advances shall be subject to subsequent earnings of Educator Leave or repayment upon separation by the unit employee for any Educator Leave advanced, but not earned.

C. Educator leave used by the unit employee is charged in half-day increments.

D. Unit employees will only be charged for leave on scheduled duty days.

E. Request for Leave. Leave should be requested with enough prior notice to allow the Employer to approve the leave in advance, normally at least three (3) work days prior to its proposed use. Leave requests need not be submitted 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 notify the Employer of his/her absence as soon as possible and submit a request for leave when possible.

F. Withdrawal of Leave Request. A unit employee may withdraw a request/approved request for paid leave or LWOP, without loss of leave, prior to the time the leave is to begin, provided that the Employer has reasonable time to withdraw any offer of employment which has been made to a substitute teacher.

G. APL. APL 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. Normally, APL 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 accompanying a child to college or other reasons acceptable to the Employer.

H. Approval or Disapproval of Leave. The approval or disapproval of leave requests is at the Employer's discretion. In making decisions on the approval or disapproval of leave, the Employer may consider the impact of the requested absence on the educational program and the ability to meet staff requirements during the period of requested absence. The Employer reserves the right to require all unit employees to submit a completed OPM Form 71 or an electronic request through an electronic timekeeping system for all leave.

I. Medical Certificates. A medical certificate containing a brief statement of the nature of the illness, dates of treatment, and a statement releasing the employee to return to duty must ordinarily support periods of absence for illness in excess of three (3) consecutive workdays.

If the Employer has reason to believe that an employee is abusing his/her leave privileges, the employee may be required to provide a physician's statement/medical excuse for any period of absence.

An employee who presents a medical certificate covering an extended period will normally not be required to provide an interim medical certificate prior to expiration of the extended period. Employees on leave for an extended period will be required to provide a medical statement establishing their ability to return to their duty assignment.



**Section 3. School Closures.**

If the Agency closes schools on days that are assigned as work days as a part of the work year due to inclement weather or other emergency, the Agency may extend the work year for an equal number of days without additional compensation to employees, consistent with the terms of 1400.13. Should the school year be extended beyond the 190 duty days, the educator will receive additional compensation pursuant to 1400.13.

**Section 4. Sabbatical Leave.**

The Employer may grant applications for sabbatical leave. Employees returning from sabbatical leave will be placed into vacancies as deemed appropriate by the Employer. The unit employee may express a location preference, which the Employer will consider. The unit employee will sign an agreement with the Employer to serve three (3) school years in the position assigned by the Employer after returning from the sabbatical. The agreement will be waived if the Employer elects to reassign the employee.

**Section 5. Administrative Leave.**

A. Allowable reasons for administrative leave include: an absence directly related to the mission of the Agency; an activity officially sponsored or sanctioned by the Agency; or if the Agency determines that the absence would be in the interest of the Agency or the Government as a whole.

B. Administrative leave may be granted for reasons to include:

1. Blood donations;
2. Adverse weather conditions, acts of nature, military necessity, or other circumstances beyond the control of the Agency;
3. Conference attendance;
4. Such actions that require the presence of the unit employee and cannot be accomplished outside the duty day. Examples include:
  - a. Packing, unpacking, and customs, or administratively required clearance of household goods and privately owned vehicle (POV) prior to shipment or upon receipt of shipment and when the unit employee is required to be present. When both spouses are employed by DoDEA, either may be excused.
  - b. Movement to new quarters when such movement is officially directed by a U.S. Government agency based on the unit employee's DoDEA employment.
  - c. 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.)
  - d. 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.); or
  - e. Other reasons as approved by the Employer.

C. During any calendar year, a unit employee may be placed on administrative leave for no more than a total of ten (10) work days, excluding days approved for notice, investigative or weather and safety leave.

D. Administrative leave may not be approved as a performance recognition award or solely for an employee to participate in an event for his/her personal benefit or the benefit of an outside organization.

**Section 6. LWOP.**

The Employer may approve LWOP for the following reasons:

1. 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;
2. Service as an officer or representative of the Association;
3. 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;
4. Professional conferences and educational purposes as approved by the Agency;
5. FMLA as provided for by Agency regulation; or
6. Circumstances other than those set out above;

**Section 7. Witness in a Judicial Proceeding.**

A. For purposes of this Section, the summons must:

1. name the court and the parties;
2. be directed to the employee;
3. state the time within which the employee must appear;
4. notify the employee of what may occur if he/she does not appear;
5. be signed by the clerk of the court; and
6. bear the court's seal.

B. If a unit employee is otherwise in a duty status then:

1. The employee is in an official duty status if summoned or assigned by the Employer to testify in his/her official capacity or to produce official records in a judicial proceeding.
2. The employee is in an official duty status if summoned as a witness in a judicial proceeding to testify in a non-official capacity on behalf of a state or local government.
3. The employee is in an official duty status if summoned or assigned by the Employer to testify in a non-official capacity on behalf of the U.S. Government or the Government of the District of Columbia.
4. The employee is in an official duty status if summoned as a witness in a non-official capacity on behalf of a private party in connection with any judicial proceeding to which the U.S., the District of Columbia, or a state or local government is a party.

C. The absence must be charged to leave or leave without pay if the employee serves as a witness in a non-official capacity on behalf of a private party not in connection with any judicial proceeding to which the U.S., the District of Columbia, or a state or local government is a party. In this instance, the employee may accept fees and expenses from the court incidental thereto.

D. A unit employee may be entitled to reimbursement of expenses incurred for travel under this Article from the court, authority, agency or party that caused the employee to be summoned. Any expenses for which DoDEA is responsible will be reimbursed in accordance with Agency regulations.

**Section 8. VLTP Procedures.**

A. Unit employees who are affected by a medical or family medical emergency may submit a Leave Recipient Application and forward it to their immediate supervisor/designee. If the employee is unable to complete the application due to physical or mental impairment, an immediate family member or designated personal representative may complete the application on behalf of the employee.

B. Each application must include the following:

1. Applicant's name, last four digits of social security number, organizational location, position title, pay plan, series, grade, and leave balance as of the date of application. A designee should provide information, if known.
2. Best estimate of the expected date on which available paid leave will expire.
3. Expected duration of the medical emergency, and if the emergency is a recurring one, the approximated frequency of the medical emergency affecting the potential leave recipient.
4. Reasons why transferred leave is needed, including a brief description of the nature and severity of the medical emergency. Attach certification from a health care provider and a copy of the current leave and earnings statement. The certification must cover the period of time for which leave is requested.
5. A statement acknowledging and approving the public release of the existence of an emergency and the recipient's name in Management's efforts to obtain leave donations.
6. Recipient's telephone number during the period of medical emergency, if available, or that of the person to contact on behalf of the applicant.

C. Approval/Disapproval of the Application to Become a Leave Recipient.

The Employer will:

1. Verify the employment information contained in the application.
2. Determine that the absence from duty without paid leave is, or is expected to be, at least three (3) duty days.
3. Approve or disapprove the request in writing within a reasonable amount of time. If disapproved, the denied application will be returned to the requester noting the reasons for disapproval.
4. Upon approval of an application to become a leave recipient, publicize the approval with unit employees and provide instructions to employees on how they may donate leave.

D. APL transferred under this authority may be used for a current need, substituted retroactively for periods of LWOP or used to liquidate an indebtedness for advanced educator leave granted as a result of a medical emergency for which LWOP or advanced educator leave was granted.

E. An employee's entitlement to transferred leave terminates as follows:

1. Upon termination of the recipient's service with DoDEA.
2. At the end of the biweekly pay period in which the recipient's immediate supervisor receives written notice that the employee is no longer affected by a medical emergency.
3. If the supervisor has reasonable belief that an employee is no longer incapacitated, the supervisor may request additional medical certification to support continued incapacity, if sufficient documentation does not support continued incapacity, it will end after the biweekly pay period.
4. At the end of the biweekly pay period in which the Employer receives notice that an application for disability retirement has been approved.

F. Restoration of Transferred APL. Upon receipt of a "Notice of Termination of Medical Emergency," the Employer will compute and restore (to the extent administratively feasible) any remaining transferred APL to the leave accounts of leave donors who are currently employed by DoDEA on the date leave restoration is made. Unused transferred APL to be restored to each leave donor shall be determined as follows:

1. Unused leave shall be restored in half-day increments in the reverse order of when it was received until all unused leave has been restored. For example, leave would be restored to the last donor first.
2. If the leave is not restored in the same school year in which it was donated, the leave shall be restored to the donor as educator leave, not APL.

G. Records. The Employer will maintain documents and data related to this program in accordance with law, rule and regulation.

### **Section 9. FMLA.**

A. Consistent with the FMLA, eligible employees are allowed to take up to twelve (12) work weeks of unpaid leave during any twelve (12) month period to care for and bond with a new child, care for a seriously ill family member, or recover from a serious illness. Additionally, employees may be eligible to take up to 26 weeks of FMLA leave in a single 12-month period to care for a covered service member with a serious injury or illness.

B. In order to be eligible for FMLA, an employee must have worked for the Employer for at least twelve (12) months, and have worked at least one thousand two hundred and fifty (1,250) hours over the twelve (12) months prior to the requested leave.

C. Employees must notify the Employer of the need for FMLA by using OPM Form 71, "Request for Leave or Approved Absence" or other notification method as designated by the Employer. Generally, an employee must give at least thirty (30) days advance notice of the need to take FMLA leave when he/she knows about the need for the absence in advance and it is possible and practical to do so. When an employee knows of the need for the absence in advance and fails to provide thirty (30) days advance notice, the Employer may delay the FMLA leave until thirty (30) days after the date that the employee provides the notice. For planned medical treatment, the employee must consult with the Employer and make reasonable efforts to schedule the treatment at a time that minimizes the disruption to operations. The employee should consult with the Employer prior to scheduling

the treatment in order to arrange a schedule that best suits the needs of both the employee and Employer, subject to the approval of the treating health care provider. Employees may invoke their entitlement to FMLA leave retroactively for any previous absence from work provided that they furnish documentation to justify why they were not able to invoke their entitlement at that time.

D. Once a request for FMLA is received, the Employer will notify the employee of his/her eligibility and information about FMLA leave. If the Employer determines that the employee is not eligible, the employee will be provided a reason why he/she is not eligible, e.g., the employee has not worked for the Employer for a total of twelve (12) months.

E. The Employer may require that a request for FMLA be supported by a certification issued by the health care provider of the eligible employee or of the son, daughter, spouse, or parent of the employee, or of the next of kin of an individual in the case of absence taken to care for the service member as appropriate. If the FMLA request is for the employee's own serious health condition, the employee must submit a completed U.S. Department of Labor Form WH-380-E, "Certification of Health Care Provider for Employee's Serious Health Condition (Family and Medical Leave Act)". If the request is for a family member's serious health condition, the employee must submit a completed WH-380-F, "Certification of Health Care Provider for Family Member's Serious Health Condition (Family and Medical Leave Act)".

F. Employees must provide a completed certification using the appropriate forms to the Employer within fifteen (15) calendar days after the Employer request for certification unless it is not practicable to do so. If the employee does not provide the certification, the Employer may deny the employee's request for FMLA leave.

G. The medical certification must contain specific information, including:

1. contact information for the health care provider;
2. when the serious health condition began;
3. how long the condition is expected to last;
4. appropriate medical facts about the condition (which may include information on symptoms, hospitalization, doctor's visits, and referrals for treatment);
5. whether the employee is unable to work or that the family member is in need of care; and
6. whether the absence is continuous or intermittent. (If the absence is intermittent, the certification should include an estimate of how much time is needed for each absence, the frequency of absence, and information establishing the medical necessity for taking such intermittent absences.)

H. If the Employer finds that necessary information is missing from the certification, it will notify the employee of what additional information is needed to make the certification complete. The additional information must be provided within seven (7) calendar days unless it is not practicable to do so. The Employer may require a second opinion when it doubts the validity of the initial medical certification, at the expense of the Employer. If the first and second opinion differ, the employee may be required to obtain a third opinion at the expense of the Employer. The employee and Employer will agree jointly to who will give the third opinion, and the third opinion will be controlling. If the employee's need for absence continues for an extended period of time, or if it changes significantly, the Employer may require the employee to provide updated certification.

I. An eligible employee may elect, or the Employer may require the employee, to substitute any accrued paid leave for absences under FMLA that for such event the Statute allows paid leave.

**Section 10. Reducing Pay for Absences Without Pay.**

For employees on an un-paid absence (e.g., LWOP or AWOL), the biweekly pay is reduced by 1/190th of the school year salary for each scheduled duty day or part thereof (.5/190<sup>th</sup>) that the employee is in a non-paid status.

**Section 11. Indebted for Leave.**

When a unit employee who is indebted for unearned leave or advanced educator leave is separated, the Agency reserves the right to:

1. Require him/her to refund the amount paid for the period covering the leave for which he/she is indebted; or
2. Deduct that amount from any pay due.









## **ARTICLE 25 – SALARY SETTING PRACTICES**

Salary for Teachers shall be in accordance the Department of Defense Education Activity Regulation 1400.13, 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.

## **ARTICLE 26 – PAY RETENTION**

### **Section 1.**

Unit employees shall be eligible for pay retention as described below, provided that the employee held the higher rate of pay for at least one calendar year immediately preceding the effective date of the change to the lower daily rate.

A. When a unit employee moves from a bargaining unit position with a higher daily rate of pay on an established salary schedule to a bargaining unit position on an established salary schedule with a lower daily rate of pay, the employee shall remain on the salary schedule of the position with the higher daily rate of pay for a period of two years from the date the employee is placed in the lower-graded position. The employee will receive the full step increase and annual pay adjustment on the position with the higher daily rate for the two year period.

B. If after the two year period, the employee's pay cannot be set on the salary schedule of the lower graded position to which the employee was placed, 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 as specified in Section 1 a, except as provided in section 2.

### **Section 2.**

At such time as the employee's retained daily 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.**

The above provisions shall not apply to any employee who: 1) has a break in service of one workday or more, 2) 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, 3) refuses a reasonable offer of such a position, or 4) moves to a lower daily pay for personal cause or at the employee's request.

## **ARTICLE 27 – EXTRA DUTY ASSIGNMENTS**

### **Section 1.**

An extra duty assignment (EDA) 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.**

A. The Employer shall determine the number of hours for each EDA offered, which will be paid using the rate of compensation for completing an EDA published by the DoD Wage and Survey Division as part of the yearly DoDDS salary schedules.

B. The Employer shall determine the number and type of EDAs to be offered at each location.

C. The Employer will make a reasonable effort to assign EDAs to the most qualified applicant based on their skills and experience relative to the duties and responsibilities for the EDA and has the authority to determine and select the most qualified, eligible candidate from the applicant pool.

D. The Employer will post an announcement of the EDA opportunities available with the compensation, duties and responsibilities included at each location.

E. When there is an EDA for which there have been no applicants, the Employer may assign the EDA to a qualified unit employee.

### **Section 3.**

A. Bargaining unit employees may apply for EDAs in accordance with the instructions on the EDA announcement.

B. If a bargaining unit employee is selected for an EDA, the employee will sign an EDA contract (attached at the end of this Article), and fulfill the duties and responsibilities listed in the EDA contract. A copy of the signed agreement shall be provided to the unit employee.

C. Upon completion of the EDA end date, employees shall complete an After Action Report (AAR) within five (5) business days and submit it to the designated management official. Failure to submit the AAR within five (5) business days of the contract end date may forfeit EDA compensation.



## **ARTICLE 29 – TEMPORARY PROMOTION**

### **Section 1.**

When an employee in a lower-graded position is directed by a manager to perform the majority of duties of an already classified higher-graded position (including all the grade controlling duties of that position) for more than 30 calendar days, on the 31<sup>st</sup> day, the employee will be temporarily promoted to the higher-graded position in accordance with current laws, rules and regulations, if the employee meets the minimum qualification requirements of the higher-graded position.

### **Section 2.**

Temporary promotions will not apply if it's to give the employee experience as part of an employee development or succession plan, or for similar reasons.

### **Section 3.**

Temporary promotions to higher-graded positions or positions with promotion potential may not exceed 120 calendar days, unless competitive procedures are utilized.

## **ARTICLE 30 – CHILD CARE CENTERS**

Where child care centers are provided by host military installations, the Employer shall make reasonable efforts to ensure that unit employees have access on an equal basis as that established for other civilian federal employees assigned to the installation.

## **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. Unit employees shall be reimbursed for the cost of the coursework up to a maximum of \$500.00 per semester hour, in accordance with the Government Employees Training Act when the additional certification or course work is not provided by the Employer. This is applicable when:

1. The Employer changes certification requirements and the unit employee occupying the position in the teaching category is affected by the change; or
2. Unit employees who are occupying positions in teaching categories for which an additional teaching category is required and the change affects the additional category.

C. Affected unit employees shall be given two (2) 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 one (1) 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.

### **Section 2. Administrative Reemployment Rights.**

A. The Employer may grant administrative reemployment rights (ARR) 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.

B. The failure of a unit employee to comply with all terms of the reemployment agreement for reasons beyond the control of the unit employee does not preclude reemployment consideration.

C. 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 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.



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

1. The employment, project, or course of study to be undertaken;
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. Unit employees shall be notified in writing of the Employer's grant of approval for ARR or denial of the request.

**Section 3. Summer Attendance at an Accredited College or University.**

When an employee has completed 1 school year under a 2-school-year transportation agreement, round-trip renewal agreement travel may be authorized upon completion of the first school year under the agreement for the purpose of attending an accredited college or university. Such authorization must be based on the following provisions:

- A. The courses taken are related to the employee's present or planned DoDEA assignment, or the other specific preparation meeting a current DoDEA requirement, or the courses are required to meet continued certification in the employee's home State;
- B. The employee presents satisfactory evidence of acceptance by an accredited institution for an appropriate course of study of not less than six (6) semester hours;
- C. The employee signs a new 2-school-year transportation agreement prior to departing the overseas area; and
- D. The employee agrees to refund to the Government the cost of the round-trip travel to the United States if unable to present, for reasons acceptable to the Government, documentary evidence of satisfactory completion of the courses.

## **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. When determined necessary, the Employer may designate personnel to model appropriate pedagogy.

### **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 FRS and 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.**

If it is appropriate to conduct professional learning on a basis broader than school-wide, the Employer shall provide notice to, and bargain with, the Association in accordance with Chapter 71 of Title 5 United States Code.

### **Section 6.**

The Employer will make reasonable efforts to schedule professional learning and all related travel during the duty day.

### **ARTICLE 33 – NEW EDUCATIONAL PROGRAMS**

The Employer retains the right to establish new educational programs. Normally such programs shall not be implemented without the proper preparation and/or professional learning, 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.

## **ARTICLE 34 – CERTIFICATION AND RENEWAL OF CERTIFICATION**

### **Section 1.**

A. The Employer shall determine the requirements for certification and recertification (renewal of certification) for all full and part-time unit employees.

B. Certification is a process in which the Employer verifies that an individual has satisfactorily completed the specified requirements for a given certificate. The Employer has determined that all unit employees are required to be certified initially for a six (6) year period.

C. Recertification is the periodic process ensuring that the unit employee has remained current with trends in education and in his/her assigned field in an acceptable manner (i.e. graduate/undergraduate coursework). The Employer has determined that the recertification of unit employees is each successive six (6) year period of employment which requires completion of six (6) semester credits.

D. Requisite professional certification and recertification of unit employees will be in compliance with DoDEA Regulation 5000.9 (DODEA Educator Licensure Program) where not in conflict with this Article. If the Employer changes the requirements for certification, recertification or the requirements listed in DoDEA Regulation 5000.9 or successor, it will provide notice to the Association in accordance with Chapter 71 of Title 5, United States Code. Examples of changes include restructuring of the number of semester credits required for recertification, use of National Board Certification or a specified number of Continuing Education Units in lieu of all or some of the semester credits required for recertification, etc.

### **Section 2.**

A. The Employer shall:

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

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

C. When a unit employee has previously submitted official transcripts to the Employer, but the Employer has lost, discarded, or destroyed these transcripts, the unit employee, upon written request of the Employer, shall request a new set of official transcripts for direct transmittal from the university/college to the Employer. Upon confirmation of receipt by the Employer, the employee will submit receipts to the Employer for reimbursement of fees incurred for the direct transmittal of the official transcripts and the Employer shall reimburse the employee in a timely manner.

### **Section 3.**

A. Employee requested reassignments to new positions are possible with a valid teaching certificate for the new position(s) and evidence that the current qualifications as published by DoDEA for the pertinent school year have been met.

B. Employees will not be considered for reassignment to a vacant position if they do not hold a current teaching certificate for that position unless:

1. within the previous three (3) months, he/she has completed the coursework necessary to meet the qualifications as published by DoDEA; and
2. can provide evidence of having applied for the certification to be added to his/her certificate.

### **Section 4.**

The Employer shall extend the certification/recertification period by the period of absence when a unit employee is absent from duty for thirty (30) continuous days or more for personal illness, maternity, paternity, adoption, foster care or illness in the immediate family.

### **Section 5.**

A. Upon appropriate application and approval, a unit employee's certificate shall be updated to reflect changes in teaching categories and codes for additional teaching categories when qualification standards are met. Provided the unit employee has met the certification/recertification requirements, once the certificate has been issued, it will not be revoked under normal circumstances.

B. When a unit employee is assigned by the Employer to teaching categories not identified on the current certificate, said unit employee's certificate shall be updated to include the new teaching categories assigned, if qualified.

### **Section 6.**

Unit employees will be provided twelve (12) months advanced notice of projected deficiency. Employees that become deficient at the end of their recertification period may be subject to disciplinary action up to and including removal from Federal service.

## **ARTICLE 35 – TOUR OF DUTY**

Tours of duty for unit employees shall be as specified in the DODEA 1400.13, Section 4.7 (effective March 1, 2006).

## **ARTICLE 36 – DRESS AND APPEARANCE**

Unit employees are expected to comply with reasonable apparel and grooming standards that are derived from consideration of health, safety, and type of position occupied, 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. Any prohibitions by supervisors on bargaining unit member dress and appearance will be based on a clear showing that the prohibited appearance item contributes to an unsafe, nonproductive, or disruptive work environment. 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.

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

### **Section 1.**

The Employer shall inform unit employees of the requirements for official passports, visas, identification (ID) 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. The Employer will make reasonable effort to process reimbursement for visas and authorized travel expenses in a timely manner. Unit employees are also eligible for tourist passports at the employee's expense.

### **Section 2.**

The Employer shall make a reasonable effort to ensure that ID cards issued to unit employees have the authorized patronage as determined by DoD.

### **Section 3.**

The Employer will provide unit employees who submit retirement documentation to the Employer with the information to obtain a retired ID card.



## **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	O - 3
Steps 11 and above	O - 4

### **Section 2.**

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

## **ARTICLE 39 – EMPLOYEE ASSISTANCE PROGRAM**

The Employee Assistance Program (EAP) is a service available to assist unit employees in addressing problems that can adversely affect job performance, reliability and personal health.

To this end, the Employer shall take steps to ensure that unit employees may participate in EAP which is operated in accordance with applicable laws, regulations, and guidelines. The Association agrees to support this program and to encourage unit employees to seek early assistance, as necessary, when dealing with issues that adversely affect job performance, reliability and personal health.

The Employer shall notify unit employees of the existence of the EAP annually and will provide information on EAP to any unit employee upon request.

The Employer shall take reasonable steps to ensure that the unit employee's confidentiality is maintained before, during, and after participating in EAP.

EAP will be administered consistent with Article 18 (Equal Employment Opportunity).

## **ARTICLE 40 – DISABILITY RETIREMENT**

### **Section 1.**

Disability retirement is an employee benefit intended for those employees who meet the statutory, regulatory and/or administrative criteria. The individual must, while employed in a position subject to FERS, have become disabled because of a medical condition, resulting in a deficiency in performance, conduct, or attendance, or if there is no such deficiency, the disabling medical condition must be incompatible with either useful and efficient service or retention in the position. 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 unit 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 requests 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, which may include providing the unit employee with information on where to obtain the appropriate forms.

### **Section 4.**

The Employer shall consider an employee's request for appropriate leave pending a determination on the employee's application for disability retirement.

## **ARTICLE 41 – WORKERS COMPENSATION**

The Federal Employees' Compensation Act (FECA) provides compensation and medical care for all unit employees who sustain a work-related disabling occupational disease 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.

## **ARTICLE 42 – HEALTH CARE**

### **Section 1.**

The Employer shall coordinate with the Military Departments in an effort to ensure that unit employees are granted the same level of and access to health care as is provided to other civilian personnel of the Host Military Installation. Emergency situations may affect the level of health care available.

### **Section 2. Immunizations.**

As a condition of employment, bargaining unit employees will be administered appropriate vaccines against communicable diseases in accordance with the Advisory Committee on Immunization Practices (ACIP) adult immunization schedule recommendations. Vaccines will be at no cost to the employee and shall generally be administered during the duty day.

Unit employees will receive country-specific immunizations generally during the duty day and without charge at military health care facilities upon presentation of official orders or authorization.

### **Section 3. Exemptions.**

A. Employees may submit a written request for a medical exemption to their supervisor or designee. Requests for exemption(s) must include supporting documentation from a health care provider to support the request for exemption related to the employee's medical condition, such as, but not limited to, issues relevant to specific vaccines or medications. 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. An example of a medical exemption might be:

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

B. Employees may submit a written request for religious exemption to their supervisor or designee. A request for exemption must include supporting documentation from a clergy member or other appropriate religious authority. The Employer will make a reasonable effort to ensure that any request for a medical or religious exemption and associated documentation remain confidential.

C. Where necessary, Management may submit the request to the appropriate personnel for review.

D. When a unit employee requests an exemption, the vaccination(s) will be held in abeyance until the supervisor or designee makes a determination on the exemption.

E. When a request for a medical or religious exemption is granted or denied, the unit employee will receive this determination in writing, which will also indicate whether the exemption is permanent or temporary. If the exemption is temporary, the determination will state the duration of the exemption.

F. When local military health facilities are out of the required vaccination(s), the Employer shall hold vaccination requirements in abeyance until such time as the vaccination(s) are available, or until other arrangements or options are made available.

### **Section 4. Health Issues.**

The Employer agrees that it will investigate and assist any reasonable health care issues raised by unit employees.

## **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.

### **Section 3.**

Unit employees will “sign in/sign out” for property and equipment and shall exercise reasonable care in safeguarding all property assigned.

## **ARTICLE 44 – DUES WITHHOLDING**

### **Section 1.**

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

### **Section 2.**

Allotments shall be effective on the second complete bi-weekly pay period after receipt of the Standard Form (SF) 1187, Request for Payroll Deductions for Labor Organization Dues, by the Employer. The amount of such allotments shall be the designated dues identified on each SF 1187 initiated by a unit employee and certified by the Association.

### **Section 3.**

During any pay period in which there are insufficient funds in an employee's paycheck to cover dues withholding, no withholding will be deducted for that pay period.

Employees temporarily assigned to a position not included in the bargaining unit will not have dues withheld during that time and will have an automatic resumption of the dues withholding upon return to the bargaining unit.

### **Section 4.**

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

### **Section 5.**

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.

### **Section 6.**

An employee may voluntarily revoke an allotment for the payment of dues by completing a SF 1188, Cancellation of Payroll Deductions for Labor Organization Dues, using one of the following procedures:

#### **a. Employee Member Longer Than One Year**

An employee who has been an Association member for more than one year may terminate his/her membership by giving written notice via a properly filled out SF 1188 at any time. Dues cancellations will become effective at the beginning of the second full pay period after receipt by the Employer.

#### **b. Employee Member Less Than One Year**

An employee who has been a member of the Association for less than one year may request to terminate his/her membership during the first year by signed written notice via a properly filled out SF 1188 at least two pay periods prior to the employee's first anniversary date of joining the Association. Such timely received notice will become effective on the day prior to the employee's one-year anniversary date of joining in order to prevent the employee from being a member for more than one year.

**Section 7.**

Dues allotment will be terminated:

- a. At the end of the pay period during which an employee member is separated, or permanently assigned to a position not included in the bargaining unit;
- b. At the end of the pay period during which Management receives a notice from the Association President that an employee member has ceased to be a member in good standing;
- c. In accordance with Section 6 above; or at the beginning of the first full pay period following receipt of notice that exclusive recognition has been withdrawn.

**Section 8.**

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, as provided by law. The Agency may also collect from the Association any overpayment of dues, as provided by law.



## **ARTICLE 45 – DEBT COLLECTION**

### **Section 1.**

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

## **ARTICLE 46 – UNIT EMPLOYEE WORKDAY**

### **Section 1. Workday.**

A. Reserved

B. The Employer has determined the workday for part-time unit employees 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. Administrators should normally provide as much advanced notice as possible of the events scheduled.

D. Unit employees 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. Preparation.**

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 to prepare, administer, and grade semester examinations shall be granted, to the fullest extent possible, an adequate period of time following the end of the semester examinations to record and/or report examination scores.

### **Section 3. Lunchtime.**

A. The Employer shall make reasonable efforts to provide a duty-free lunch period of at least thirty (30) 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 4. Grade-Level Chairs.**

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.

## **ARTICLE 47 – HOUSING AND OVERSEAS ALLOWANCES**

### **Section 1.**

A. 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.

B. All overseas allowances will be in accordance with existing law, government-wide regulations, and DoD regulations, unless modified by this Agreement.

### **Section 2.**

A. When a unit employee is assigned to a new duty station, the Employer shall provide the contact information for the housing office servicing the new duty station. Employees shall 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.

B. 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 if eligible, 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.

C. 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. Employees who desire housing that is appropriate for the employee or dependent medical needs or equipment, have a large number of dependents, or other documented needs of the employee(s) or their dependents may request assistance from the Employer.

D. Unit employees who live in Government housing and are directed by the Government to move to economy housing, if eligible, shall have their moving expenses paid by the Government. 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 regulations.

E. 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 regulations.

F. 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 regulations.

### **Section 3.**

A. 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 (LQA) in accordance with DoD regulations. After the

prescribed period permitted by DoD regulations has elapsed and the employee has not obtained permanent quarters, the employee will draw a quarters allowance only if required by DoD regulations.

B. 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 for immediate retirement 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 the date the dependent spouse becomes eligible for immediate retirement.

C. 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.

D. A unit employee eligible for LQA 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 4.**

A. Employees who own or are purchasing personally owned quarters (POQ), in which LQA monies were/are used, may not be paid LQA for leased quarters if the POQ is within the employees' local commuting area.

B. For employees who receive LQA for POQ for any period of time and remain in the same local commuting area, the rental portion of LQA (monies used toward the purchase of POQ or for leased quarters) shall terminate after ten (10) years. The ten (10) year time period begins from the initial LQA payment for POQ. Only the utility portion of LQA may be paid after that time.

C. Employees who received the rental portion of LQA for any amount of time for a POQ, that sell, transfer or exchange their POQ prior to the completion of the ten (10) year LQA period and lease back those same quarters or move into different quarters in the same local commuting area, may only be authorized the rental portion of LQA for up to the remainder of the ten (10) year period. Only the utility portion of LQA may be paid after that time.

D. Employees who have received LQA for POQ for ten (10) years from the initial date of POQ purchase in their local commuting area and are currently receiving the rental portion of LQA will be granted a one (1) year grace period of the rental portion of LQA from the effective date of this Agreement. At the end of the one (1) year grace period these employees will only be entitled to the utilities portion of LQA.

#### **Section 5.**

A. 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.

B. 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.

C. 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.

D. 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 6.**

As defined in the Department of State Standardized Regulations, "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:

1. Spouse, excluding a spouse entitled to and receiving a similar allowance;
2. 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;
3. 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;
4. 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;
5. 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.

## **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.**

In accordance with DOD regulations, 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 an employee has been authorized by the Employer to attend.

### **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 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.

### **Section 8.**

In accordance with the DoD regulations, unit employees shall have the option of taking RAT travel to their home of record (HOR) or an alternate destination.



## **ARTICLE 50 – RETIREMENT**

### **Section 1.**

A. A unit employee is free to set the effective date of his/her retirement, except as otherwise provided by law and Government-wide regulation.

B. The Agency will make available training on retirement for interested employees who are within five (5) years of their eligible retirement date on at least an annual basis. Other interested employees may attend if approved by their supervisor. Individual retirement counseling will be made available upon request. This may be accomplished through video teleconferencing, phone calls, face-to-face meetings, or other means selected by the Agency.

### **Section 2.**

DoDEA will provide information regarding separation travel benefits in a timely manner upon request.



## **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 timely 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.

## **ARTICLE 52 – CURRICULAR MATERIALS**

### **Section 1.**

Unit employees will use the Employer's curriculum materials, with the Employer's approval, may use supplemental resources that in their professional judgement will assist their students in achieving the Employer's curricular standards.









## **ARTICLE 57 – TRIAL PERIOD**

### **Section 1.**

The trial period is the final step in the examination process of a new employee and is used to evaluate the employee's potential to be an asset to DoDEA. Until the trial period has been completed, the employee is technically still an applicant for an appointment.

### **Section 2.**

Non-preference eligible employees are required to serve a two calendar year trial period in accordance with applicable laws and regulations. Preference eligible employees as defined in 5 USC 2108 are required to serve a one calendar year trial period in accordance with applicable laws and regulations.





## **ARTICLE 59 – 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 (31st) 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.

### **Section 2. Renewal.**

Either party may give written notice to the other not earlier than one hundred and five (105) days or later than sixty (60) days prior to the anniversary date of this Agreement, which is the date the agreement was signed.

If neither party serves notice of its intent to renegotiate this Agreement, the Agreement shall be automatically renewed for one (1) year periods. However, provisions which conflict with Government-wide law rules, or regulations issued since the Agreement became effective will be terminated upon the anniversary of the Agreement and each one (1) year thereafter.

Ground rules for negotiating the successor to this CBA:

The parties will adopt the ground rules used to negotiated this CBA, including the provisions agreed to and the provisions imposed on the parties in FSIP Case No.19001, unless they conflict with the terms of this CBA, they are matters where the Panel did not assert jurisdiction, or the parties mutually agree to negotiate new ground rules upon the reopening of the CBA.

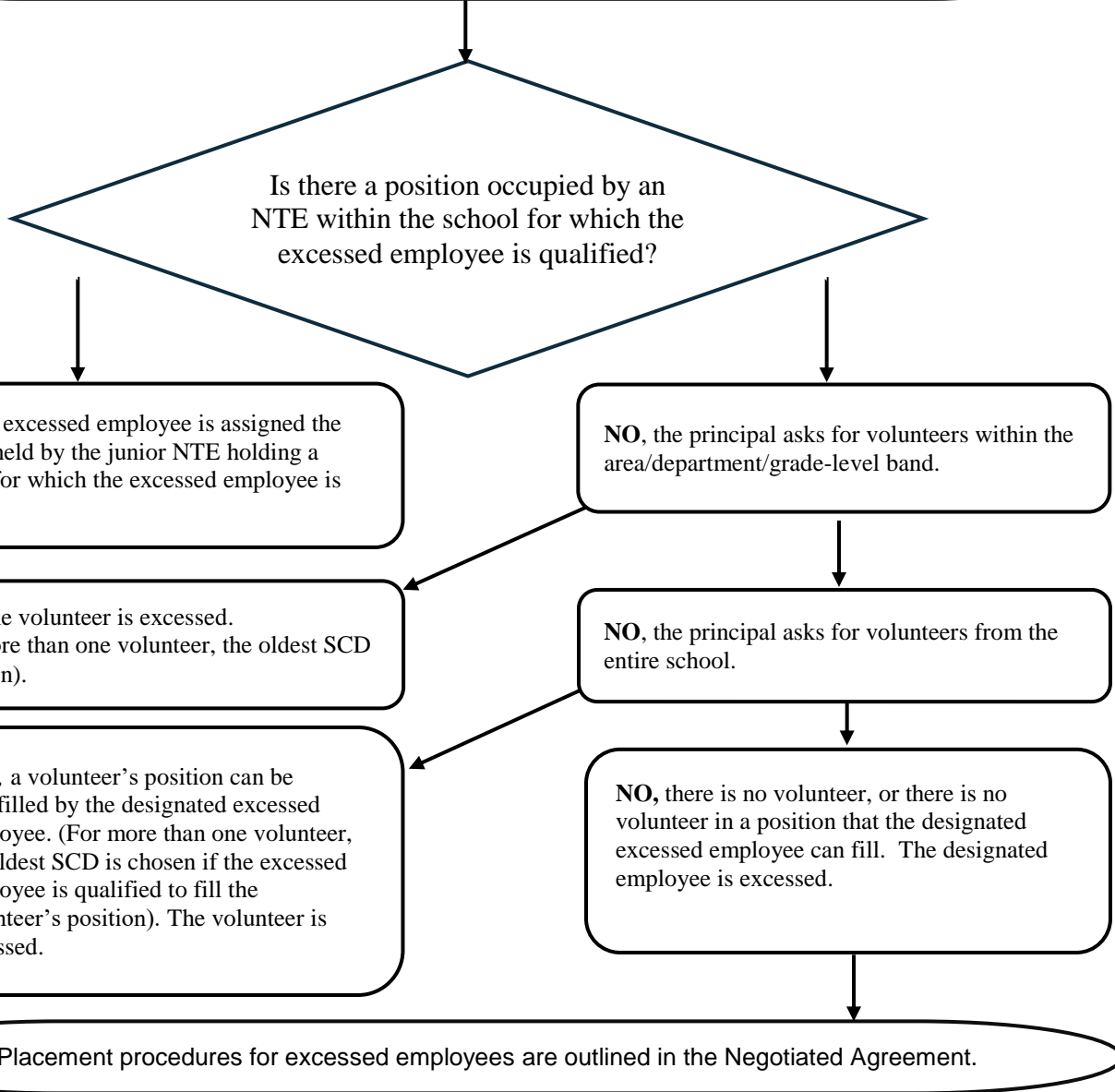
### **Section 3.**

An electronic copy of this Agreement will be posted on the DoDEA website.

# School Level Excessing Guidance Flow Chart

# APPENDIX A

Admin looks at manning document and determines position(s) to be excessed. Uses inverse SCD to identify excess educator(s) in their area/department/grade-level band. Admin then determines if there are vacancies in other areas to which the excessed employee(s) may be assigned. If yes, the excessed employee(s) are assigned to the vacancy, if no, continue below to positions held by NTE.



Excessed Employee	Current Assignment	Certifications	SCD
NTE Employee	Current Assignment	Certifications	SCD
Volunteers	Assignment(s) for Next SY	Certifications	SCD