

Article 1 – Preamble

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

Employees physically assigned to or located in a school (school-level), including Virtual Schools, are included in the Association’s bargaining unit.

Article 2- Conditions of the Agreement

Section 1. – Mission

It is understood by and agreed to between the parties that the primary mission of DoDDS/DoDEA is to provide to its students the highest quality education possible within its resources.

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

A. The parties agree that the terms and conditions of employment in existence during School Year 2013-2014 will be the basis on which to determine in the future if a change has occurred or is being proposed by the Employer. The parties recognize that if an appropriate authority (an arbitrator, the FLRA or other body) directs retroactive changes, the change will be considered to have been in place in School Year 2013-2014 for the purposes of this Agreement.

B. This agreement supersedes any non-government wide regulations or directives pertaining to personnel policy or practices or other general conditions of employment where in conflict with this Agreement.

The parties agree further that no provisions or terms of this agreement may be amended, modified, altered, or waived except by written document signed and executed by authorized representatives of the Employer and the Association.

Except as otherwise specifically provided in this Agreement, all existing memoranda of understanding (MOUs), prior agreements and decisions, including, but not limited to arbitrator's decisions, remain in full force and effect.

C. Either during orientation sessions or the first faculty meeting, the Employer shall acknowledge the Federal Education Association (the Association), recognize the Association as the exclusive representative in the bargaining unit, and recognize the school's Faculty Representative Spokesperson (FRS).

D. In schools with more than one administrator, the Employer will, within twenty (20) days of employees reporting to school, advise the FRS/designee and also post for the faculty a list delineating the-responsibilities/duties of each Employer official at the school.

E. The Employer shall maintain at each school a complete set of current DoDDS Directives and/or other issuances applicable to unit employees at the school.

F. The Employer shall furnish to the Association at the appropriate level, upon request, and, to the extent not prohibited by law, 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.

G. The Employer shall ensure that appropriate personnel actions related to the death of a unit employee are given a priority in processing.

Section 3. - 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, including councils or committees, between one or more representatives of the Agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general conditions of employment.

2. any examination of an employee in the unit by a representative or agent 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 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.

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

D. The Association shall be provided with at least two (2) weeks advance notice by the Employer of any TEB or other working group that the Employer is convening, and the Association shall be entitled to submit a nominee to attend and participate in the TEB/working group. The Employer shall not place restrictive qualifications to interfere with or limit the Association's options to designate or nominate its designee.

Section 4. – Employee Rights

A. Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and such employee shall be protected in the exercise of such right. 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 performance ratings or imposing disciplinary action for engaging in protected Association activities. Furthermore, the Employer shall not solicit employees to run for Association office or otherwise interfere with the election of Association representatives.

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

C. Personnel Files

1. The Employer shall establish, maintain, and retain employees' personnel records only in accordance with law, OPM regulations, and this Agreement. 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. Any 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 employee unless a disciplinary, administrative, or judicial proceeding has been instituted within one year from the time of the initial action provided it is of a similar nature.

D. The Employer recognizes the need for examinations or investigations to be conducted in a manner that assures the privacy of the unit employee is protected and the Employer shall make every reasonable effort to ensure that such activity is done in private without the knowledge of other employees or students.

E. The Employer will automatically dismiss all anonymous or unsigned ICE comments regarding unit employees.

F. The Employer will electronically distribute a semi-annual notice via the Employer's official email system to all bargaining unit employees advising them of their right to representation in such examinations and/or investigations if they request representation.

G. When a bargaining unit employee is interviewed by the Employer or an agent of the Employer, and the unit employee is the subject of an investigation, the employee will be informed no less than 24 hours in advance of the general issue with sufficient information to make an informed decision regarding representational rights/legal rights.

H. When an Association representative is acting in the capacity of union representative, the role of the representative includes, but is not limited to, the following rights: to clarify the question(s); to clarify the response(s); to assist the employee in providing favorable or extenuating facts; to suggest other unit employees who may have knowledge of relevant facts (or present their statements); to request a caucus or break for a reasonable amount of time; and to advise the unit employee during the examination/investigation or caucus, and to otherwise exercise all generally recognized rights of union representatives.

I. During investigatory interviews involving potential criminal conduct, a unit employee's refusal to respond to questions based on a proper invocation of the privilege of self-incrimination may not be used as the basis for disciplinary or adverse action.

J. Unit employees may not be required to submit to a polygraph examination. Employees who refuse to submit to a polygraph examination will not be disciplined or subjected to adverse action based on that refusal. There shall be no reference to the employee's refusal to submit to a polygraph examination. No adverse inference shall be drawn from the employee's refusal to submit to a polygraph examination.

K. Neither the Employer nor any agent of the Employer may report or refer a unit employee's name to be placed on any registry, list or similar database until a final decision is issued via the negotiated grievance procedure or any other statutory process, and any subsequent appeals of the decision, which upholds the allegations made against the unit employee.

If a unit employee's name is entered into any sort of registry/database by the Employer or an agent of the Employer before final resolution, or if the allegation has not been upheld or

substantiated, the Employer will be financially and legally responsible for removing the unit employee's name from such registry/database.

Furthermore, the Employer will place a written notice in the unit employee's OPF stating that the placement on registry/database was in error, the Employer will not use the erroneous listing for any purpose, and the Employer will not take any adverse action against the employee.

L. The Employer shall ensure that unit employees have privacy on the school site for making necessary telephone calls to parents of students, military offices, and other Employer officials.

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

N. A unit employee will have the option to select to receive their base pay over either 21 or 26 pay periods. The last pay period election made by the unit employee will apply annually until the unit employee submits a new election. The unit employee's election for base pay is for the next school year. The base pay for a unit employee who elects payment over 26 pay periods will start on August 1 and continue through July 31.

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

P. A unit employee is free to set the effective date of his/her resignation.

Section 5. - Management Rights.

A. Subject to bargaining with the Association prior to implementation, 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. types, and grades of employees or positions assigned to any at the election of the Employer, on the numbers, 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, lockdown drill or any similar drills, may be held during the first week of school and one at another time in the school year may be called without notice to unit employees. The Employer, when he/she has advance knowledge, shall inform unit employees of the day during which other drills will be scheduled. After each fire drill, the faculty shall be notified of the time it took to evacuate the building, if known by the Employer.

Section 2.

In the event it is suspected that a bomb may be in the building where a unit employee is located and a bomb alert is announced, 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 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.

The Employer will, within twenty (20) workdays of the beginning of each school year, provide the Association President with a DoDEA Headquarters Directory containing the phone number and email of each Headquarters level employee. This directory will identify the Headquarters point of contact (POC) in each of the following issues and topics: Equal Employment Opportunity (EEO), employee pay, Labor and Management Employee Relations (LMER), Human Resources (HR), the Office of General Counsel (OGC), employee benefits, leave, workers compensation, retirement, training, hiring, position classification, official travel, purchasing, supplies/equipment/technology, school building security, safety, building maintenance, and property accountability. The directory will also include ISS employees assigned to headquarters. This Directory shall be updated monthly.

The Employer will provide the Association's Area-level Representatives (see Article 5, Section 3A) with a Directory for the Employer's Area-level POCs, which will contain the same positions as in the Directory provided to the Association President, including ISS positions at the Area level. This Directory shall be updated monthly.

The Employer will provide the Association's District-level Representatives (see Article 5, Section 3A) with a Directory for the Employer's District-level POCs, which will contain the same positions as in the Directory provided to the Association President, including ISS positions at the District level. This Directory shall be updated monthly.

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.

Section 6.

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

Section 7.

The Employer shall ensure that arrangements are made for daily workday pickup and delivery of unit employee mail from the military post office where such pickups are normally made when individual mailboxes are not provided at the post office.

ARTICLE 4 - ASSOCIATION/DODDS 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 educators and staff within the school.

B. The Employer at the National level shall furnish the Association President by email a list of CONUS selectees and transferees (who are transferred into and transferred out of in the Association's bargaining unit) and their work addresses by September 1 of each school year.

C. The Employer agrees to provide the Association President an email by September 30 of each school year containing the following information concerning bargaining unit educators, which will be broken down by Area and District:

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

D. Updates for Sections A, B, and C will be provided to the Association President by email on a monthly basis. Beginning with October 1 of each school year, these updates will include local hires (listed by Area and District). The Employer will provide the Association President with all of the information in Section C for each local hire, plus the Not-To-Exceed (NTE) expiration date for each local hire.

E. The Employer will provide the Association President by email with the Area, District and school level manning and staffing documents at the end of the second week after students report to school, and updated versions on a monthly basis by email thereafter.

The Employer will provide the FEA President by email at the start of the first and second semesters with updates on projected school opening/closing/reconfiguring. The Employer will send the FEA President updates within ten (10) days of new information becoming available.

F. The Employer shall notify the Association President upon receipt of notification whenever an employee in the bargaining unit is promoted, separated, resigns, retires, or dies. These notifications will be provided to the Association President by email on a monthly basis, starting with September 1 of each school year.

Section 2.

The Employer at the school level shall provide a listing to the Association of all formal incentive awards granted unit employees during the school year. The Employee agrees to provide this information by email simultaneously to the Association's Division level representatives, the Association's Area level Representatives, and the Association President within one (1) month of any incentive award being granted to a unit employee.

Section 3. - Joint Cooperation Committees (JCC).

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

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

C. The Association is entitled to two (2) representatives from the school at each committee meeting in those schools where there are two or more administrators. In those schools where there is only one (1) administrator, the Association shall be limited to one (1) representative from the school. In the event that the Employer's number of representatives exceeds the minimum number of Association representatives, the Association shall be entitled to an equal number. Each party may designate an additional person to attend the meeting, but will not participate, to take notes.

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

Section 4.

The FEA President and the DoDEA Director will meet no less than four (4) times per year.

Section 5.

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

Section 6. - Levels of Communication.

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

First Level - School Administrator/Faculty Representative Spokesperson (FRS)/Designee. The FRS at each school shall notify the Principal in writing 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 - Area Director/Association Area-level Representative.

Fourth Level - Director, DoDDS/Association President.

B. It is understood that the term “District-level Representative” used throughout this agreement means either Association-designated Local Presidents or District Representatives, or both. The terms “district” and “division” are used interchangeably throughout this agreement. Furthermore, the terms “Region” and “Area” are also used interchangeably throughout this agreement. The use of “European Area” will include Cuba throughout this agreement.

C. Dealings between the Employer and the Association at each level shall be through these designated individuals. Every effort shall be made to resolve disputes involving the application or interpretation of this Agreement at the lowest possible organization level prior to elevating the matter to the next higher level. Before soliciting outside support, the above

channels of communications shall normally be followed in attempting to resolve disputes and problems in administering this Agreement, unless otherwise permitted in this Agreement.

C. The Association shall notify the Employer as soon as possible after this Agreement is signed of the names of the unit employees/staff designated to represent the Association at the various levels. The Employer shall notify the Association as soon as possible after this Agreement is signed of the names of the individuals designated to represent the Employer at the various levels. Thereafter, the parties at the appropriate level will notify each other in writing as soon as possible of any change of their respective representatives.

ARTICLE 5 - OFFICIAL TIME

Section 1.

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

Section 2. - Faculty Representative Spokespersons.

The Faculty Representative Spokesperson (FRS) at each school shall be entitled to a reasonable amount of official time to perform his/her official representational duties for the school in accordance with the following:

A. Elementary and secondary schools with less than ten (10) unit employees may be entitled to an amount of official time that the Principal and the FRS agree is reasonable, necessary and in the public interest.

B. Elementary and secondary schools with eleven to twenty-five (11-25) unit employees are authorized five (5) days per school year.

C. Elementary schools with twenty-six plus (26+) unit employees are authorized nine (9) days per school year.

D. In order to minimize disruption to the education program, the use of official time specified above, if not regularly scheduled, shall be requested in advance, normally three (3) workdays. Such requests shall be in writing and shall be granted absent compelling circumstances.

E. Secondary schools with twenty-six plus (26+) unit employees are authorized one (1) instruction-free period per day.

F. When the FRS at an elementary or secondary School in the Association's bargaining unit is not a classroom educator, they will receive the equivalent time to an FRS at school with a comparable number of unit employees.

G. The hours in Section 2 A-F of this Article do not include official time provided by statute or regulation, or for Agency-initiated requests to meet with Association official(s).

H. Attendance by an FRS at a Joint Cooperation Committee (JCC) meeting or any similar meetings with the Employer shall not be counted against the official time in Section 2 A-F of this Article.

I. Subject to mutual agreement and in lieu of official time provided herein, the parties at the local level may enter into alternative arrangements equal to the above entitlements.

Section 3. - National Officer, Area-level and District-level Representatives.

A. The National Officer, Area-level and District-level representatives shall be granted official time for the purpose of conducting labor management business as set forth below:

FEA President:	Full-Time official time
FEA Human and Civil Rights (HCR) Coordinator:	Full-Time official time
Two (2) Area Representatives:	Full Time official time
Two (2) Area-level HCR : Coordinators	Half-Time official time
Six (6) District Representatives:	Half-Time official time

B. The official time in section 3A for the Six (6) FEA District-level Representatives will be used as follows: three (3) Local Presidents in the Pacific Area and three (3) District Representatives in Europe, who will be selected by the Association. The official time for the Two Area-level HCR Coordinators will be used as follow: one HCR Coordinator for the Pacific Area and one HCR Coordinator for the Europe Area.

C. The Employer will provide the incoming FEA President with official PCS travel orders with sufficient time to ensure that travel from the incoming FEA President's duty station to Washington D.C. will be completed prior to August 1 of the year in which the FEA President takes office, to perform the representational functions at the National level between the parties.

D. The FEA President will retain all benefits of full-time employment with the Employer, including full-time regular rate of pay. These benefits include, but are not limited to, retirement credit, health benefits, savings plans, sick leave and personal leave.

E. The officials receiving full-time official time in Section 3A of this Article (the FEA President, the FEA HCR Coordinator, and the two FEA Area Directors) shall retain rights to previous educational positions held and their educational positions shall continue to be listed on their schools' manning documents. The Employer will provide the outgoing FEA President, upon request, with official PCS travel orders to travel from Washington D.C. to the duty station where the previous educational position was held, upon leaving office as FEA President.

F. When Association officials work with other unions outside of the Association's bargaining unit to serve the interests of the Association's bargaining unit employees is not considered to be cross-unit representation.

Section 4. – Area Official Time Bank of Hours

A. Within each Area, the Association shall receive a bank of official time hours each school year to be used for representational duties by Association official(s), representative(s)/ designee(s), in addition to any other official time hours provided in this Article, as follows:

Pacific Area (Japan, Okinawa and Korea): 500 hours

Europe Area (Europe East, Europe West, Cuba): 500 hours

B. The respective FEA Area Director will coordinate use of the Area official time bank of hours through submission of the leave form attached to this Agreement at the end of this Article. The bank of hours above does not include official time provided by statute or regulation, or for Agency-initiated requests to meet with Association official(s). If mutually agreed upon, additional official time may be granted.

C. Use of the bank of hours above, if not regularly scheduled, shall be requested in advance, normally three (3) workdays. Such requests shall be in writing and shall be granted.

D. Association representatives attending Pacific or European Area Council meetings can use up to sixty (60) hours per school year from the Area's official time bank of hours for travel to/from their respective Area Council meetings, under these procedures. If any representative attending the European Area Council meeting is from Cuba, they may be granted up to an additional fifty (50) hours of official time (to be added to the Europe official time bank of hours) to travel to/from the Area Council meeting.

Section 5. - Procedures for the Use of Official Time

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

The Association representative shall promptly report to the appropriate Employer representative the amount of official time used. The Association and the Employer agree that Association confirmation of an Association representative to use official time under Article 5 is not required.

Section 6. District-level Human and Civil Rights (HCR) Coordinators

Each District-level HCR Coordinator may use the Area level bank of hours for conducting workshops, training and the like, or for travel to FEA/NEA meetings.

Section 7. FEA At-Large Officers

In the event that an FEA At-Large Officer (excluding the FEA President and FEA HCR Coordinator) is elected from the bargaining unit, the bank of official time hours in Section 4 of this Article for the Area the employee is from will be increased by 160 hours for the school year(s) during which the employee holds the FEA At-Large Officer position.

The FEA At-Large Officer will be provided up to twenty (20) workdays of official time as needed to travel to and attend FEA/NEA meetings, workshops, training and the like.

The official time and benefits in Section 3 A-D of this article for the FEA President and the FEA HCR Coordinator will be provided regardless of whether the person is a member of the bargaining unit or another bargaining unit affiliate with FEA.

Section 8.

The FEA President may request to be placed on official time in a pay status for up to twenty (20) days during the summer break to perform representational duties for the Association.

Section 9. – Travel for Representation

When travel is required to meet with Employer officials, the Association representative on official time will receive official government travel orders. Travel expenses will be paid in accordance with the JTR regulations.

Section 10. - Training.

The Association shall be entitled to two (2) full workdays during the first school year of this Agreement and two (2) full workdays for each school year thereafter that this Agreement is in effect to conduct workshops or otherwise train Association representatives concerning labor-management relations and this Agreement.

For such training, the Association shall be entitled to one (1) representative per school with one to twenty-five (25) unit employees and two (2) representatives per school with twenty-six (26) or more unit employees. In schools with seventy-five (75) or more unit employees, the Association may be entitled to one (1) additional representative for said training.

The Association's At-Large officers, Area Directors, and District-level Representatives shall also attend the training on official time.

During the first year after this Agreement goes into effect, each bargaining unit member of the Association's negotiation team, upon request, shall be authorized thirty (30) days of official time to conduct unit-wide training programs for unit employees.

When official travel is required to conduct unit-wide training programs, each bargaining unit member of the Association's negotiation team receiving official time for the training will receive government travel orders. Travel expenses will be paid in accordance with the JTR.

Request for Official Time

To (Supervisor):

I hereby request _____ day(s) of official time for representational duties or training pursuant to Article 5, Section _____.

Representational duties to be performed are:

Date(s) requested:

Date of request

Unit Employee and Association Title

Approved _____ Disapproved _____

Supervisor

ARTICLE 6 - INITIATING/PROCESSING ULP'S

Section 1.

Before the Association or the Employer files an unfair labor practice (ULP) charge with the Federal Labor Relations Authority (FLRA) at the regional or national level, the parties shall attempt to informally resolve the charge in the following manner:

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

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

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

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

Section 2.

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

Section 3.

The time periods in this Article shall be tolled during all recess periods in excess of four (4) days. In the event of a government furlough/shutdown, the time periods shall be tolled from the start of the furlough/shutdown until five (5) days after the end of the furlough/shutdown to allow for schools and the Employer to return to normal functions. All time limits in this procedure may be extended or curtailed in writing by mutual consent of the parties.

Section 4.

In the event that the fifteen (15) day period in Section 1 of this Article would result in the ULP being untimely filed under the FLRA deadlines for the filing of a ULP, the fifteen (15) day period will be waived.

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

Section 1. - National Level.

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

B. The Employer shall provide the Association with its proposals, in writing, at least sixty (60) days prior to the proposed implementation date. All revised regulations, directives, issuances and policies will include a cover sheet briefly listing and explaining the changes made to the document. If the Association wishes to negotiate over the Employer's proposals, it will submit written initial proposals within thirty (30) days following receipt of the proposed changes.

C. The Association may provide proposals for negotiations to the Employer in writing, normally at least sixty (60) days prior to the negotiations date. If the Employer wishes to submit counter-proposals, it shall submit them in writing to the Association within thirty (30) days of receipt of the Association's proposals.

D. Upon receipt of the proposals, negotiations shall be scheduled and held promptly at a mutually agreeable location in the Washington, D.C. metropolitan area unless otherwise agreed by the parties. The Association shall be entitled to representation in accordance with 5 U.S.C. 7131(a).

E. If the negotiations result in an agreement, such agreement may be subject to ratification by the Association's membership.

Section 2. – Area/District Level.

A. Proposals appropriate for negotiations at the Area or District (Area/District) level concern conditions of employment affecting unit employees within the authority of the Employer at the Area/District level. The proposals must fall within the scope of bargaining, be unique to the Area/District or a school in the Area/District, and deal with matters not specifically addressed during the negotiations that led to this Agreement or agreements negotiated at the National level.

It is understood that this Agreement or other agreements reached at the National level are controlling, and no agreements reached at the Area/District levels shall amend or otherwise conflict with the provisions of this Agreement.

B. The Employer shall provide proposals to the Association, in writing, normally at least sixty (60) days prior to the proposed implementation date. If the Association wishes to negotiate over the proposed changes, it shall submit written proposals to the Employer within thirty (30) days following the receipt of the proposed changes.

C. The Association shall provide its proposals for negotiations to the Employer, in writing, normally at least sixty (60) days prior to the negotiations date. If the Employer wishes to negotiate over the proposed changes, it shall submit written proposals to the Association within thirty (30) days following the receipt of the proposed changes.

D. Upon receipt of proposals, negotiations shall be scheduled and held promptly at a mutually determined site. The Association shall be entitled to representation in accordance with 5 U.S.C. 7131(a).

E. If the Employer and the Association Area/District level representatives disagree as to whether a subject matter or particular proposal is negotiable, is covered by this Agreement or another National level agreement, or if a proposal conflicts with the terms of this Agreement or other National level agreements, the matter will be elevated to the National level.

F. If impasse is reached, the matter shall be resolved as provided by law or this Agreement.

Section 3. - Local Level.

The Parties agree that at the school level, matters appropriate for discussion (personnel policy or practices or other general conditions of employment) are best resolved on an informal basis. Unresolved matters arising at the school level can be elevated and discussed at the next level.

The parties agree that the Employer and the FRS, upon request, shall meet to consult on matters as may be necessary. (Such matters may be discussed in the Joint Cooperation Committees at the school level). In the event the matter is not resolved at the school level, the Association may submit written proposals to the Employer at the next highest level within a reasonable time.

Section 4. - Implementation.

Proposed Employer changes at any level 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. The Association may also request ratification of the agreement by the Association's membership. Required implementation shall not waive the right of the Association to negotiate over the impact and implementation of such required changes.

ARTICLE 8 - STAFFING PROCEDURES

Section 1.

When school vacancies exist and the Employer has determined to fill the vacancies, the Employer shall first consider filling such vacancies with qualified unit employees in a) the school, and b) school complex where the vacancies exist.

Section 2.

Unit employees who are interested in being considered for vacancies within their school or school complex will notify the appropriate Principal in writing each school year. The appropriate Principal is the Principal in the school where the vacancy exists. A school complex is defined as a school or group of schools within a specific geographic location. Unit employees must be qualified under DoDDS standards for the position for which they request consideration. The losing school principal cannot block this move.

Section 3.

A unit employee who plans to return to the same school the following school year shall be notified of his/her teaching assignment and number of classes they are assigned to teach at least four (4) weeks prior to the close of the current school year. Changes in such assignments will be limited to unexpected changes in curriculum, mission, staffing, and recruitment actions after the end of the school year.

Section 4.

Educators transferred/reassigned to a new school will be notified of the teaching assignment at the time the educator is selected for transfer or reassignment. The educator will teach the class/subject the educator was assigned to teach at the time of the transfer/reassignment and can only be assigned to teach one of the categories on the employee's current teaching certificate.

The Employer will make every effort to identify a current unit educator who meets DoDDS qualification standards for the position to which assigned.

Section 5.

Local hire unit educators may state their general interest in being reassigned/transferred by the Employer outside of the commuting area, and list all subjects in which they are certified by the Employer to teach, and wish to be considered for, in the order in which they wish to teach, after the conclusion of the annual Transfer Program. This notice does not constitute a voluntary application to fill any specific vacancy.

The Employer is not obligated to select any local hire educator who submits their interest in transferring or being reassigned to fill any vacancy. However, if the Employer does select any local hire educator who has submitted their name under this section, and multiple unit employees are eligible, the Employer shall choose the employee with the highest service computation date (SCD). The Employer agrees that the move of the local hire educator is in the interest of the government.

Section 6.

After completing five (5) school years at any hardship duty station in the Association's bargaining unit, a unit educator may submit a request in writing of their general interest in being reassigned or transferred by the Employer to a non-hardship area after the conclusion of the annual Transfer Program. The hardship location unit educator will list all subjects in which they are certified by the Employer to teach, and wish to be considered for, in the order in which they wish to teach. This notice does not constitute a voluntary application to fill any specific vacancy.

The following duty stations are hardship duty stations for reasons of health, isolation, poor living environment, or similar issues in the Association's bargaining unit: all schools in Japan, Korea, Okinawa, Cuba and Kleine-Brogel.

The Employer is not obligated to select any educator who submits their interest in such a transfer or reassignment to fill any vacancy in a non-hardship area. However, if the Employer does select any hardship location educator who has submitted their name under this section, and multiple unit employees are eligible, the Employer shall choose the employee with the highest service computation date (SCD). The Employer agrees that the move of the hardship location educator is in the interest of the government.

Section 7.

As the Association's entire bargaining unit is located outside of the continental United States (OCONUS) and there are no continental United States (CONUS) duty stations unit employees can move to, unit employees are exempt from the "five year rule" for overseas assignments.

No unit educator shall be required to move to a new duty station from the one currently assigned due to the number of years the employee has been at a single location.

Section 8.

If a married couple in the CONUS each apply to work for the Employer, but only one spouse is hired while CONUS, and the other spouse is later hired by the Employer overseas (OCONUS), the spouse hired OCONUS is not a local hire and will be given CONUS hire benefits in their own right upon being hired.

Section 9.

When a military member is assigned overseas and is accompanied by a spouse who subsequently becomes a DoDEA local hire unit employee, should the military member later retire, upon request by the military member and DoDEA employee spouse, the DoDEA employee spouse will become the sponsor and receive the military members' housing and transportation benefits. As the Employer's schools exist to serve military families, the retired military spouse can continue to live with the DoDEA employee spouse and the DoDEA employee spouse will not lose the benefits.

Article 9- Transfer Program

Section 1. General

The Employer will conduct an annual Transfer Program each year. The program will be conducted at DoDEA headquarters.

The Employer will bargain the entire Transfer Program every year with the Association to full completion.

The Transfer Program will conclude when no further transfer reassignments can be made. No budget limits/ limits on the number of transfers will be placed on the Transfer Program.

Section 2. - VERA/VSIP

Should authority for VERA/VSIP be granted to DoDEA, the Employer will bargain the entire VERA/VSIP with the Association.

Section 3. - Compassionate/Reasonable Accommodation Placements

The Employer will offer the opportunity for employees with medical needs or who have dependents with medical needs, to request placement to DoDEA locations that will meet their medical needs or those of their dependent(s). This opportunity will be available for vacancies that occur outside of the Transfer Program. Procedures for this program will be negotiated with the Association.

ARTICLE 10 - INVOLUNTARY REASSIGNMENT

Section 1.

While involuntary reassignments shall be kept to a minimum, pursuant to the Employer's education mission, it may become necessary to involuntarily reassign a unit employee either from one school location to another school location or from one assignment in one grade/subject area to another grade/subject area with different qualifications standards from the grade/subject area currently being taught.

The Employer will accomplish such reassignments through the use of qualified volunteers from a) the commuting area and b) the district. The Employer will take all possible steps to avoid an involuntary reassignment of a married unit educator that results in the educator being moved to a duty station so far from the spouse that they cannot maintain a common dwelling.

Section 2.

Whenever qualified volunteers are not available, an individual may be selected for involuntary reassignment with at least three (3) weeks advance notice. However, these changes must not be arbitrary and cannot be made more than one (1) time in a three (3) year period.

The written notice of involuntary reassignment will contain the following as a minimum:

- A. location and teaching category of the new assignment;
- B. reason(s) for the reassignment, and why the unit employee was selected;
- C. an opportunity for the individual to give reasons why he/she should not be reassigned.

The employee should include any extenuating circumstances of a personal nature which the employee feels should be taken into consideration in the statement. No reassignment shall be made until the Employer has fully considered the circumstances and reasons provided by the employee in Section 2C of this Article and there are no other alternatives remaining.

Section 3.

The parties agree that involuntary reassignments are to be used to meet the Employer's educational mission and cannot be used as a disciplinary measure for unit educators.

ARTICLE 11 - REDUCTION-IN-FORCE

Section 1.

The Employer will provide advance notice to FEA prior to the implementation of a reduction in force (RIF) to allow time to complete all negotiations. The entire RIF procedures/process must be negotiated with the Association to completion.

Section 2. - Definitions.

A. Reduction in force is an action that is taken when a unit employee is released from his/her competitive level by separation, demotion, furlough for more than thirty (30) days or reassignment requiring displacement; when lack of work shortage of funds, insufficient personnel ceiling, reorganization, reclassification due to a change of duties, or the need to make a place for a person exercising reemployment or restoration rights requires the Employer to release the unit employee.

B. Transfer of Function is the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, except when the function involved is virtually identical to functions already being performed in the other competitive area(s) affected; or the movement of the competitive area in which the function is performed to another commuting area.

C. Reorganization is the planned elimination, addition, or redistribution of functions or duties in an organization.

D. Competitive Area will be the entire Area of the Employer. In the Association's bargaining unit, there is the Europe Area and the Pacific Area.

D. Competitive Level consists of all the positions in a competitive area that are in the same grade or occupational level and that are so alike in qualification requirements, duties, responsibilities, pay schedule, and working conditions, that the Employer may readily assign a unit employee in one position to any of the other positions without changing the terms of the unit employee's appointment and without unduly interrupting the Employer's work program. When DoDDS considers the effect of qualifications on the composition of a competitive level, the concern is not

with the qualifications a unit employee possesses but with the qualifications required by the duties and responsibilities of the position as stated in the official position description.

Section 3.

Before implementing any of the actions specified in Section 2 of this Article requiring application of reduction in force (RIF) procedures, the Employer will make current its retention registers. The Employer agrees to furnish the Association, upon request, with a retention register indicating competitive levels, performance credit, and service computation dates of personnel within a competitive area.

Section 4.

When determination is made to conduct a reduction in force, competing employees are listed on a retention register in the following order:

- A. By tenure group. Tenure group I is first, followed by tenure group II, and then tenure group III:
- B. Within each tenure group, by veteran preference subgroups. Subgroup AD is first, followed by subgroup A, and then subgroup B; and
- C. Within each subgroup, by years of service which includes performance credit. The employee with the earliest service date is entered first.

The groups and subgroups are defined below:

Group I - Employees serving on Excepted Appointments who have completed a 3 year period of substantially continuous service (Tenure Group I) or those not serving on a trial period.

Group II - Employees serving on Excepted Appointments who have not completed a 3 year period of substantially continuous service (Tenure Group II) and those serving on a trial period.

Group III- Employees serving on appointments with time limitations, Tenure Group III.

Subgroup AD - Includes each preference eligible employee who has compensable service-connected disability of 30% or more.

Subgroup A - Includes each preference eligible employee not in subgroup AD.

Subgroup B - Includes each non-preference eligible employee.

Section 5.

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

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

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

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

Section 6. - Placement.

Full and part-time unit employees who have appointments without time limitations and who have received a specific notice of reduction in force and who cannot be placed through reduction in force procedures shall be given priority consideration for vacant positions within DoDDS for which they are qualified prior to conducting CONUS recruitment for such positions.

Section 7. - Reemployment Priority.

A. The Employer shall establish and maintain a reemployment priority list. The priority list shall extend to all competitive levels in the competitive areas for which the unit employee is qualified and available. Eligibility shall be determined by seniority of service computation date.

B. The name of the unit employee shall remain on the reemployment priority list for two years from the date he/she was separated.

C. A name is deleted from the reemployment priority list when:

1. the unit employee is offered a position with DoDDS.
2. the unit employee requests that his/her name be deleted.
3. time expires.

Section 8.

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

Section 9.

Unit employees who are separated under RIF procedures shall be provided with a severance payment by the Employer. Unit employees shall receive two (2) weeks of pay, using their daily rate multiplied by 5 to determine one (1) week of pay, for each year of service with DoDEA.

ARTICLE 12 - GRIEVANCE PROCEDURE

Section 1.

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.

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

B. A grievance means any complaint:

(1) by a unit employee concerning any matter relating to the employment of 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, initial certification or appointment;
- (5) the classification of any position which does not result in the reduction in grade or pay of an employee;
- (6) an advance notice as provided in Articles 13 and 14 until a decision has been issued;
- (7) termination of trial period employees;
- (8) termination or expiration of temporary appointments of two (2) years or less; and
- (9) oral admonishments.

Section 3.

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 using the Employer's official email system within one (1) week of filing. Any resolution reached with the unit employee shall be consistent with the terms of this Agreement.

Section 4.

All grievances filed prior to the effective date of this Agreement shall continue under the terms and conditions of the 1989 Negotiated Agreement.

Section 5.

Step 1 - Informal

The parties agree that informal resolution of 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 ten (10) calendar days of the act or incident giving rise to the grievance. The supervisor should arrange for a meeting within five (5) calendar days of the presentation of the informal grievance to fully discuss the matter and to attempt informal resolution.

Step 2 - Formal

A. Notwithstanding the provisions of Step 1 above, the unit employee or his/her Association representative must present the grievance, in writing, to the appropriate supervisor within twenty (20) 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 shall issue a written decision within seven (7) calendar days from the date the written grievance was received by the Principal. The decision will be sent electronically to the grievant and the grievant's representative, if any.

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

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 Step Three grievance to the Principal within ten (10) calendar days from the date the Principal's written decision was received. In addition to the information submitted under Step Two, the grievant must include a statement as to why the Principal's decision is unacceptable. Within two (2) working days following receipt of the Step

Three grievance, the Principal shall forward the grievance and a copy of his/her Step Two decision to the DoDEA Area-level Director, with a copy of the forwarding letter to the grievant.

B. A review of the Step Three grievance will be completed and a final decision rendered within (30) thirty days from its receipt. The written decision shall set forth the reasons for the decision and shall be sent electronically using the Employer's official email system to the grievant and the grievant's Association representative, if any. A complete copy of the case file will be sent electronically using the Employer's official email system to the appropriate FEA Area Director or designee and the appropriate FEA Uniserv Director.

If a final written decision is not issued within thirty (30) days, the grievance will be considered to be sustained and the relief sought will be granted, and the party that failed to respond will be responsible for all costs incurred.

Section 6.

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 sixty (60) calendar days after the incident or occurrence giving rise to the grievance.

D. An Employer grievance arising under Article 12, Section 2B (3), that relates to a specific incident or occurrence, must be filed within sixty (60) calendar days after the incident or occurrence giving rise to the grievance.

E. Upon receipt of an Association or Employer grievance, the Association or Employer, as appropriate, shall review, investigate, and electronically send a written final decision within thirty (30) calendar days. If a final written decision is not issued within thirty (30) days, the grievance will be considered to be sustained and the relief sought will be granted, and the party that failed to respond will be responsible for all costs incurred.

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

Section 7. - 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 FMCS form by the grieving party to the other party within sixty (60) calendar days after the date of the receipt of the grievance case file. Not later than five (5) days after receipt, the FMCS form shall be forwarded to the Federal Mediation and Conciliation Service for referral of an arbitration panel.

C. The FMCS form for all grievances under this negotiated grievance procedure will include the following requirements: the arbitrator must be a member of the American Arbitration Association (AAA), the arbitrator must have Federal Sector experience (either as a Federal employee or arbitration decisions), and the Arbitrator must be from the Washington Metropolitan Area. The Association will certify on the FMCS form that these requirements have been jointly agreed upon.

D. Normally, within fifteen (15) days after either party requests to select an arbitrator, 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.

E. The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event:

1. Either party refuses to participate in the selection of an arbitrator in accordance with Section 6.D. above or;

2. Upon inaction or undue delay by either party.

However, before invoking this section, the moving party must provide fifteen (15) days advance notice to the other party and propose potential dates within fifteen (15) days for the parties to jointly select arbitrators. If the other party accepts one of these dates, or provides jointly

acceptable dates to select an arbitrator within the fifteen (15) day period, and the parties select an arbitrator, the notice shall be withdrawn.

If the other party does not participate in selection of an arbitrator within the fifteen (15) day period, the moving party may contact the FMCS for direct designation in accordance with section 7E of this Article.

F. With the consent of both parties, more than one arbitration case may be consolidated for review by the same arbitrator. This provision does not apply to group grievances or multiple grievances over the same issue.

G. If the parties fail to agree on a joint submission of the issue(s) for arbitration, each party shall submit their proposed issue(s) for arbitration, and the arbitrator shall determine the issue or issues to be heard.

H. Arbitration hearings under Section 4 of this Article will normally be at the school site, unless the Employer decides otherwise. Hearings for grievances filed under Section 5 of this Article will alternate between Employer and Association headquarters, unless the parties agree otherwise on a case-by-case basis.

I. All unit employees who are participants, including witnesses, in the hearing shall be in a duty status and, in the event the hearing is not held at a site within commuting distance, participants, including witnesses, shall be provided with official TDY travel orders and lodging in accordance with appropriate travel regulations.

J. Unit employee Association representatives who are in the area because of other Association business are excluded from the provisions in Section 6.I. of this Article. Each party may recommend witnesses by providing the full name and address, a statement setting forth the expected testimony, and an explanation of relevance of the testimony to the issue. Based on this information, the arbitrator shall determine the witnesses to provide testimony.

K. The arbitrator shall be requested to render his/her decision as quickly as possible, but 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.

L. The arbitrator's authority will be limited only to the issue involved, subject to section 6.G 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.

M. Upon mutual consent of the parties, any dispute over the application of an arbitrator's award shall be remanded to the arbitrator for settlement. Arbitrators shall retain jurisdiction over an award until the award has been fully implemented, unless the parties mutually agree otherwise.

N. 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.

O. The cost for arbitration shall be borne equally by the Association and the Employer. Arbitration costs will include the arbitrator's fee, FMCS form fee, travel, per diem, mailing costs, 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.

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

Section 8. - General Provisions.

A. Group Grievance

When a group of unit employees have similar or identical grievances, or file a single group grievance, the grievance will be will be processed as a single grievance in the name of one unit employee. The final grievance decision will apply to all similarly situated employees in the bargaining unit. There will be one (1) Association representative for the group.

B. Time limits

1. The time periods in this Article shall be tolled during all recess periods in excess of four (4) days. In the event of a government furlough/shutdown, the time periods shall be tolled from the start of the furlough/shutdown until five (5) days after the end of the furlough/shutdown to allow for schools and the Employer to return to normal functions.

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

3. To be considered timely under the procedure, those grievances resulting from a one-time act or decision must be presented within fifteen (15) calendar days after the act or specific incident giving rise to the grievance comes to the attention of the grievant. Those grievances resulting from continuing conditions may be presented at any time.

5. Both parties agree to make a maximum effort to comply with the time limits established in the grievance procedure. Failure to comply with established time limits because of unavoidable delays such as postal problems, school recesses, vacation schedules, etc., will not serve as a basis for either party to file a grievance under this grievance procedure, or to reject a grievance as untimely filed.

C. 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.

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

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

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

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

G. Under 5 U.S.C. 7116 and 5 U.S.C. 7121, unit employees may raise certain matters under this negotiated grievance procedure or under a statutory procedure, but not both. For purposes of this

Article, the unit employee or his/her representative shall be deemed to have exercised his/her option as to procedure when a timely grievance under this procedure is filed or a charge, appeal, or complaint under the applicable statutory procedure is initiated, whichever event occurs first.

Section 9. Attorney's Fees.

A. The Employer shall provide a written notice to the Association thirty (30) calendar days after an entitlement to payment of attorney's fees to the Association has been established and the attorney's fees have not yet been paid.

The notice to the Association will contain the following information.

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

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

C. This provision is not limited to the payment of attorney's fees resulting from grievances filed under Article 12 of this Agreement.

GRIEVANCE FORMAT

Addressed to: (Principal's Name) _____
Official Mailing Address date

Subject: Employee Grievance Initiated Under the FEA/DoDEA Negotiated Agreement

Paragraph 1: This grievance is being submitted under Step 2 of the grievance procedure

Paragraph 2: Employee's name, duty assignment, work and home telephone numbers

Paragraph 3: A statement of the grievance

Paragraph 4: A statement of the relief sought (what must DoDEA do to resolve your complaint)

Paragraph 5: The name, address and telephone number of the employee's Association representative (Note: An employee, under the terms of the Agreement can only be represented by the Association. An employee who does not elect to be represented by the Association must represent himself/herself. If an employee has chosen not to be represented by the Association, a statement to this effect shall be included in Paragraph 5 of the grievance letter).

Paragraph 6: A copy of any correspondence on the matter.

Employee or
Association Representative signature

- All grievances must be submitted in writing and may be in this prescribed format.

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. Performance based personnel actions are covered in Article 14 of this Agreement and are not covered in this Article. The procedures outlined in Section 3 through 5 of this Article do not apply to actions related to extracurricular activities.

Section 2.

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

Section 3.

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

Issuance of Advance Notice

1. The Unit employee must be given no less than ten (10) days written notice of the proposed action, which will be sent electronically using the Employer's official email system.
2. The advance notice shall:
 - a. state the reason for the proposed action in detail;
 - b. electronically send the material relied upon to the unit employee and the employee's representative using the Employer's official email system;
 - c. inform the unit employee of the right to reply in writing within seven (7) days after receipt of the notice of proposed action;
 - d. state that a final decision on the proposed action will not be made until after receipt of the unit employee's reply or after the ten (10) day notice period whichever comes first.

e. inform the unit employee that he/she will remain in normal duty status pending a decision on the proposed action, except as provided in Section 5.

B. Notice of Final Decision

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

2. The written notice of decision will be sent electronically using the Employer's official email system, and the written 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, which will be sent electronically using the Employer's official email system.

2. The advance notice shall:

- a. state the reason(s) for the proposed action in detail;
- b. electronically send the material relied upon to the unit employee and the employee's representative using the Employer's official email system;
- c. inform the unit employee of the right to reply orally or in writing, or both, within twenty (20) days from receipt of the proposed notice;

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

e. inform the unit employee that he/she will remain in a normal duty status pending a decision on the proposed action, except as provided in Section 5.

B. Notice of Final Decision

1. The unit employee shall receive written notice of final decision at the earliest possible date following the notice period.

2. The written notice of final decision, which will be sent electronically using the Employer's official email system, shall be signed and dated, and shall inform the unit employee:

a. which of the reasons in the proposed notice have been found sustained and which have not been found sustained:

b. the effective date of the action: and

c. of his/her rights under the appropriate grievance or appeal procedures.

Section 5.

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

Section 6.

The time periods in this Article shall be tolled during all recess periods in excess of four (4) days. In the event of a government furlough/shutdown, the time periods shall be tolled from the start of the furlough/shutdown until five (5) days after the end of the furlough/shutdown to allow for schools and the Employer to return to normal functions. All time periods in this Article may be extended or curtailed in writing by mutual consent of the parties. Requests for extension of the time periods in the Article shall not be unreasonably withheld.

Section 7.

Discipline/Adverse Actions are distinct from Performance. The two actions cannot be combined.

Section 8.

All unit employees removed or resign prior to removal under this Article shall be provided with Separation Travel, including but not limited to, transportation of the employee and the employee's dependents to the employee's home or record (HOR) or alternate destination, transportation of the employee's personally owned vehicle (POV) and household goods (HHG) and any related benefits and entitlements.

ARTICLE 14 - PERFORMANCE APPRAISAL SYSTEM

Section 1.

The primary objective of the performance appraisal system for a classroom teacher shall be the improvement of instruction. The primary objective of the evaluation of other unit employees shall be the improvement of the services which are provided by such unit employees and which are designed to enhance and complement the educational process.

Section 2.

The performance of all unit employees shall be evaluated according to appropriate Office of Personnel Management (OPM) requirements. The evaluator shall take into consideration any circumstances that may adversely affect an employee's performance, such as class size, student learning disabilities, physical facilities, multiple duty assignments, geographical difficulties, time constraints, case load 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. No interview or meeting between a complaining parent and employee shall be set by the Employer until the employee has a reasonable opportunity to consult with the Association's representative. Unit employees shall be clearly informed of the supervisors who have authority to supervise/evaluate their performance.

Section 3.

All unit employee observations shall be preceded or followed within a two (2) school-day period by a conference between the Employer and the employee in order for the employee to discuss 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).

The Association and the Employer will develop a reasonable number of standardized performance standards for each position and use standardized forms, which will list the critical elements and performance standards for each position in the bargaining unit, which will be attached to this Agreement or in a Memorandum of Understanding (MOU). In the case of a newly established position, the parties agree to jointly develop the elements and performance standards in advance so that candidates for the position can discuss and review them.

The critical elements and performance standards for each position shall be reviewed by the Association and Employer and revised if necessary, prior to the beginning of the rating period.

Section 5.

The Employer may not meet with bargaining unit employees in a performance appraisal meeting to make changes in working conditions that are required to be addressed in formal meetings in accordance with this Agreement. When the meeting includes an Employer representative from Human Resources, Labor Relations or Office of General Counsel either in person or on the phone (or VTC), the unit employee may request Association representation.

Section 6.

In the event that the Employer identifies unacceptable performance in one or more performance elements, the Employer will place the educator in an Intervention Program (IP). The Employer will provide a written notice to the employee, which will identify the area(s) of deficiency, recommendations for fixing the deficiency, and a plan of observations and conferences to determine progress.

The Employer shall bring in a local ISS or a mutually agreed upon designee to model appropriate pedagogy with the employee, with the Employer observing. Then, all three will meet within two (2) days to discuss the observations.

At the end of the Intervention Program (IP), if the employee has not demonstrated improvement, the employee will be placed into a Performance Improvement Plan (PIP). Under the PIP, the Employer shall ensure that the unit employee is provided an opportunity to demonstrate acceptable performance.

To this end, the Employer shall provide written notice of the PIP, which will identify employee's failure to satisfy the performance standards for one or more critical elements. The notice shall be provided to the employee at least thirty (30) days in advance of proposing a removal based on unacceptable performance. This notice shall identify:

- A. the critical elements of the employee's position for which performance is unacceptable.
- B. the improvements the employee must make to bring performance to a satisfactory level.
- C. the efforts the Employer will make to help the unit employee improve.
- D. the time period of at least thirty (30) days within which the employee must improve the unacceptable performance prior to a second notice being issued by the Employer. At the end of the time period specified, the Employer shall notify the affected employee in writing as to whether:

- 1. the employee is now performing in an acceptable manner; or

- 2. the employee's performance remains unacceptable. If so, this second notice may be accomplished in a notice of proposed action described in Section 7 below.

Section 7.

A unit employee who is proposed to be removed based on unacceptable performance 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. electronically sends the material relied upon to the unit employee and the employee's representative using the Employer's official email system
- 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.

The proposed notice will be sent to the unit employee and the employee's representative using the Employer's official email system. 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.

Section 8.

In those cases when a decision is made to remove a unit employee for unacceptable performance, the written notice of final decision will be provided to the unit employee using the Employer's official email system. The employee may file a grievance under Article 12 of this Agreement within fifteen (15) days after receipt of the final decision on the proposed action.

Grievances of this nature may be filed at the Area level by the Association or the affected unit employee. The Association may invoke arbitration on such a grievance not earlier than thirty (30) days from the date the grievance was submitted to the Area Director, but not later than thirty (30) days from the date of receipt of the DoDDS final decision on the grievance.

Section 9.

All unit employees removed or resign prior to removal under this Article shall be provided with Separation Travel, including but not limited to, transportation of the employee and the employee's dependents to the employee's home or record (HOR) or alternate destination, transportation of the employee's personally owned vehicle (POV) and household goods (HHG) and any related benefits and entitlements.

Section 9.

The time periods in this Article shall be tolled during all recess periods in excess of four (4) days. In the event of a government furlough/shutdown, the time periods shall be tolled from the start of the furlough/shutdown until five (5) days after the end of the furlough/shutdown to allow for schools and the Employer to return to normal functions. All time periods in this procedure may be extended or curtailed in writing by mutual consent of the parties.

ARTICLE 15 - USE OF SCHOOL FACILITIES

Section 1.

The Employer shall obtain for use of unit employees the equipment, facilities, and supplies which are necessary to the education process.

Section 2.

Unit employees who must have unique materials or large equipment to 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. In such unusual circumstances, when feasible, it shall be done in the presence of a third party, and the employee shall be notified in writing, through an email sent using the Employer's official email system to the employee.

Section 4.

A. The Employer is obligated to provide and maintain a safe and healthful work environment, as teachers working conditions are students' learning conditions. This obligation to provide a safe work environment covers, but is not limited to, the absence of asbestos and carcinogens in the building, sanitary facilities, water free from contaminants, adequate lighting, ventilation, heating, and air conditioning, and adequate work space.

B. A safe and healthful work environment also includes work areas free from pollutants, mold and excessive noise levels. The Employer shall establish channels of communications with officials of the host military departments.

C. The Employer shall notify the appropriate FRS when the Employer becomes aware of serious health and safety problems. The Employer notice to the FRS will also include a proposed solution to the health and safety issue and a timeline for resolving the issues. Unit employees should report any unsafe conditions to Employer officials at the school.

D. When a DoDDS school has been determined to contain hazardous levels of asbestos, mold, toxins or other contaminants by appropriate authorities, upon request of a unit employee at the school, the Employer will place a copy of the official notice in the official personnel file (OPF) of each unit employee at the school. This notice will be placed in the employees' OPF within fifteen (15) days of the request.

E. 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 and the FRS within seven (7) calendar days of each inspection at the school.

F. 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 accommodations for unit employees, including appropriate access to and facilities in their assigned schools in accordance with law and government-wide regulations.

Section 7.

The Employer shall provide each unit school with a faculty lounge(s). At a minimum, each lounge will have running water, a microwave, a refrigerator, a vending machine, a table and chairs, couch, Wifi access and outside windows. The Employer will be responsible for restocking the vending machine at least every three (3) weeks.

Section 8.

The Employer will provide unit employee-only bathrooms on each floor of each school building in the Association's bargaining unit. These bathrooms will have an exterior lock to prevent student entry and all educators in the school will be provided with a key to the bathroom. The bathroom will also have an interior lock for privacy.

Unit employees will not be disciplined for bathroom breaks during the instructional day.

ARTICLE 16 - USE OF OFFICIAL FACILITIES

Section 1.

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

Section 2.

The Association, as the certified representative of unit members, shall have exclusive access to school internal distribution boxes for the distribution of Association (Union) literature, except in cases where another labor organization has gained equivalent status.

Literature relating to the internal business of the Association (including the solicitation of membership, elections of Association officials, and collection of dues) shall only be distributed during the time the employee is in a non-duty status.

It is understood that the Employer may distribute information on government-wide health benefit plans.

Section 3.

The Employer will provide Association employees and representatives who are not bargaining unit employees with ID cards that will allow for overseas base access to perform representational functions at schools in the Association's bargaining unit.

These ID cards will also provide Association employees and representatives who are not bargaining unit employees access to the Mark Center, or any other location at which the Employer shall have its headquarters, to conduct National level representational functions on behalf of the Association.

Section 4.

The Employer shall ensure that the FRS is provided reserved parking near his/her working area in the same manner as the school supervisor when not prohibited by the Installation Commander.

Section 5.

The Employer shall provide the Association with wall space of no less than 6' x 8' in a location in the school building convenient to a majority of the unit employees for posting Association material. Such area shall be for the exclusive use of the Association.

Section 6.

Upon request of the Association, the use of school facilities, equipment, and/or services not specifically mentioned in this Agreement shall be subject to consultations at the school level.

The use of such facilities, equipment and/or services shall normally be provided when the Employer determines the following conditions are met:

Section 7.

In order to assist the representatives of the Association in representing unit employees in providing representation, the representatives will be authorized to utilize the Employer's official email system for all levels of the Association.

ARTICLE 17 - COMMUNITY ENVIRONMENT

Section 1.

When available, the Employer shall post applicable daily and/or weekly bulletins published by, as well as a listing of websites administered by the local military command, in designated locations within each school.

Section 2.

Unit employee participation in approved charity campaigns in response to community needs, bond drives, or other such activities is strictly voluntary. A unit employee's non-participation in a charity campaign shall not be used in the unit employee's evaluation. Unit employees shall not be required to financially support the teacher aide/paraprofessional program through direct contribution or fund-raising activities.

Section 3.

The Employer shall not require unit employees to join Military Clubs or any other community organization.

Section 4.

The Employer shall ensure that unit employees are informed of their rights concerning their employment with the United States Government.

In the event that a unit employee questions a particular regulation, the Employer shall ensure that the unit employee has access to the regulation, if available, and assistance in interpreting it.

Section 5.

In an effort to promote better relations with the Military Command and community, the Employer shall invite the School's Officer and the United States Installation Commander to meet the faculty as early in the school year as possible.

ARTICLE 18 - NONDISCRIMINATION

Section 1.

The Employer will provide equal employment opportunity for all unit employees. The Employer will: prohibit discrimination because of race, color, creed, national origin, sex, handicapping condition, equal pay/compensation, harassment, pregnancy, marital status, age, religious affiliation, sexual orientation, sexual harassment, retaliation, genetic information, gender identification or expression, or political affiliation except as provided by federal law and government-wide regulations; and promote the full realization of equal employment opportunity in accordance with applicable laws and government-wide regulations.

Section 2.

The Employer will administer an Equal Employment Opportunity (EEO) program in accordance with applicable laws, rules and Equal Employment Opportunity Commission (EEOC) regulations. The provisions of DoD Directive 1440.1, The DoD Civilian Equal Employment Opportunity (EEO) Program, dated May 21, 1987, as amended, shall also be applicable, except when inconsistent with this Article.

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 will maintain student discipline records throughout the enrollment of the student in the Employer's schools. These records will not be expunged or deleted until the student matriculates or leaves the school system.

Section 3.

If a student is expelled from any DoDEA school, the burden to create educational opportunities for the student is the responsibility of the Employer. Any unit employee directed to create additional lessons, monitoring, grading or any other related activity for such a student shall receive their hourly rate for all time incurred in these duties.

Section 4.

The Employer shall provide support and assistance to unit employees in their efforts to maintain discipline. If a student or parent makes false or unsubstantiated allegations against a unit employee, the Employer will impose appropriate discipline against the student, contact the military and request appropriate action against the student/parent in the interests of maintaining discipline in the schools.

Section 5.

Once the Employer learns of or is made aware of any threats of harm against a unit employee, the Employer shall immediately notify the unit employee of the threat, and what measures the Employer is taking to ensure the employee's safety.

Section 6.

If a unit employee is attacked, injured or harmed by a student, management will immediately notify the school FRS, the student's parents, FAP, and the base command about the incident, and shall assist the employee with workers compensation and other documentation related to the incident

Section 7.

The Employer retains the final decision making authority on student discipline. However, if the Employer refuses to discipline a student for any incident involving any unit employee(s), the school FRS will receive a memorandum within ten (10) calendar days of the decision, stating the exact reason(s) why the Employer did not discipline the student.

ARTICLE 20 - POSITION DESCRIPTIONS

Section 1.

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

Section 2.

A unit employee's allegations of inaccuracies in his/her position description may be submitted under the Negotiated Grievance Procedure.

Section 3.

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 and shall allow the Association a reasonable time in which to reply.

Article 21 - Educator Leave

Section 1. - Accumulation of Educator Leave.

Full-time unit employees accumulate leave at the rate of one day for each calendar month of service or part thereof in a school year. Ten days' leave shall be credited to full-time unit employees hired for the full school year at the beginning of each school year. Any full-time unit employee who has served for the entire school year is entitled to 10 days of cumulative leave for that school year.

Educator Leave may be advanced for use within the school year. Such advances are normally limited to the amount which will be accrued within the school year. Under unusual circumstances, a supervisor may approve up to 30 days of advanced Educator Leave. Such advances shall be subject to subsequent earnings of Educator Leave or repayment upon separation for any leave advanced but not earned.

Section 2. – Any Purpose Leave (APL)

Each unit employee is entitled to use up to five (5) days leave per school year for any purpose (APL) and is not obligated to state the reasons for requesting such leave. Once the Employer has approved the request from a unit employee to take any purpose leave, it shall not withdraw such approval.

APL leave cannot be denied for training days or on days right before/after a holiday, except in an emergency situation. APL leave generally is not to be used during the first and last week of the school year. However, exceptions may be granted on a case-by-case basis, or may be granted if the late arrival/early departure is necessitated by attendance at summer school, medical treatment that cannot wait, family matters, or other similar reasons.

If an employee does not use the APL days in any school year, those APL days can be “rolled over” and accumulated into subsequent school years as additional APL days. There is no limit to the number of APL days that can be accumulated over multiple years.

Section 3. - Request for Leave.

Leave should be requested with enough prior notice, usually three (3) workdays, to allow the Employer to approve the leave in advance. Employees will make leave requests using the locally determined method of communication. However, educator leave for medical purposes will generally be approved except in emergency situations. Lack of substitute educators is not an emergency situation, as the Employer can provide coverage through use of non-unit employees at the school, or local ISS educators.

When circumstances, such as illness and/or emergencies prevent a unit employee from requesting leave three (3) days in advance, this requirement will generally be waived. In such cases, the unit employee will submit a leave request as soon as possible, usually within three (3) work days, after returning to the school after the illness/emergency ends.

Educator Leave may be substituted for any leave permitted under the laws and/or regulations of the Family and Medical Leave Act (FMLA).

Section 4. – Family and Medical Leave Act (FMLA) Leave

Unit employees are eligible to request and generally be granted FMLA leave for any situation permitted under the laws and/or regulations of the Family and Medical Leave Act (FMLA).

The Employer may request a unit employee to provide medical certification for any purposes allowed under the laws and regulations for FMLA leave. The medical certification should be submitted to the employer within fifteen (15) days of the request. In the event of a medical or other emergency in which the unit employee is unable to obtain the medical certification in advance, or is incapacitated, the unit employee will provide the employer with a copy of a medical certification, if requested, after the emergency or incapacity has passed.

The Employer may require the unit employee's medical certification to disclose certain information. This information may include: contact information for the health care provider; when the serious health condition began; how long the condition is expected to last; appropriate medical facts about the condition (which may include information on symptoms, hospitalization, doctor visits, and referrals for treatment); whether the employee is unable to work or a family member is in need of care; and whether the employee needs leave continuously or intermittently.

However, the Employer cannot require the unit employee or the medical certification to disclose the specific diagnosis or any other information about specific treatment, procedures, medications or any other details that would violate the rights of an employee under the laws and regulations for the Health Insurance Portability and Accountability Act (HIPAA) of 1996 or the Privacy Act.

When an employee requests FMLA leave, the Employer shall provide information to the unit employee at the time of the FMLA request regarding the option to substitute Educator Leave for leave without pay (LWOP). The Employer will provide the employee with detailed information at the time of the FMLA request concerning the impact of taking LWOP on the employees' benefits, pay and other conditions of employment. The unit employee may replace up to 12 weeks of unpaid FMLA leave with Educator Leave, if the unit employee has enough Educator Leave, or take can as little as one (1) day of Educator Leave per pay period.

If the employee does not have sufficient educator leave to cover an absence, the Employer will permit the unit employee to make a request in accordance with this Agreement for donations of Educator Leave in any amount to allow the unit employee to substitute LWOP with donated Educator Leave.

Section 5. – Paternity/Maternity Leave

A unit employee father (by marriage or biological) and/or mother of a new child, whether by birth or adoption, may take “maternity leave” for the birth/arrival of the child, as well as leave for the purposes of bonding with the new child and providing assistance and support to the mother. Such leave may be educator leave, APL leave, or any leave permitted under the laws and/or regulations of the FMLA. Unit employees may also request leave donation if they do not have sufficient leave to cover the requested absence during such time.

A unit employee mother who has a high-risk pregnancy may request and will generally be approved for advance leave, or may request leave donations if the employee does not have sufficient leave to cover the absence during a pregnancy. Such leave may be educator leave, APL leave, or any leave permitted under the laws and/or regulations of the FMLA.

A unit employee father and/or mother may request, and generally be approved for advance leave, or may request leave donations if the employee(s) do not have sufficient leave to cover absence in the event that a child, whether through birth or adoption, has medical needs that require

additional care. Such leave may be educator leave, APL leave, or any leave permitted under the laws and/or regulations of the FMLA.

Section 6. Adoption Leave

One of both adoptive parents may be granted LWOP, educator leave, APL leave, or any leave permitted under the laws and/or regulations of the FMLA, in order to accomplish the official actions necessary to adopt the child and for acclimation of the adopted child in its new home.

A unit employee father and/or mother may request, and generally be approved for advance leave, or may request leave donations if the employee(s) do not have sufficient leave to cover absence in the event that a child, whether through birth or adoption, has medical needs that require additional care. Such leave may be educator leave, APL leave, or any leave permitted under the laws and/or regulations of the FMLA.

Section 7. Bereavement Leave

When an immediate family member (parents, siblings, children, spouse, person considered *in loco parentis*) passes away, unit employees are eligible for at least five (5) days of bereavement leave, without charge to educator leave. When a unit employee requests more than five (5) days of bereavement leave, the Employer will review the request on a case-by-case basis. If the request for more than five (5) days is denied, the educator may elect to request educator leave for the additional days, which will generally be granted for up to an additional five (5) days.

When the unit employee travels on bereavement leave during the duty day, the Employer will place the educator in Administrative Leave while on travel, both to and from the duty station.

Unit employees will be entitled to use Emergency Visitation Travel (EVT) to travel for bereavement leave in accordance with the applicable regulations

Section 8. College Leave

As many unit educators have raised their children in an overseas environment, when unit employee's children are enter a college/university in the United States or its territories, the unit employee will be provided with five (5) days of "resettlement leave" to accompany their children to the college/university, without charge to educator leave. As many unit employees' children

have never lived in the United States, they will require the assistance of the unit employee in getting settled into college/university and related issues.

Section 9. Withdrawal of Leave Request

A unit employee may withdraw a request/ approved request for paid leave or LWOP, without penalty or 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 a substitute.

Section 10. Absence Without Leave (AWOL)

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 in support of this request.

Section 11. – Voluntary Leave Transfer Program (VLTP)

Unit employees shall be permitted to make requests for donated leave from the Voluntary Leave Transfer Program (VLTP). Educators may donate either educator leave or APL leave to the VLTP. Requests will be submitted to the Employer via a confidential form to protect the privacy of the employee.

The Employer will inform unit employees of the VLTP and the right to request donations from the VLTP on an annual basis. This notice will be provided using the Employer’s official email system. The notice will include a link to the Employer’s VLTP website, information regarding how to apply for VLTP donations and how to donate to the VLTP.

The VLTP website will list the number of leave days currently available in the leave bank, updated on a weekly basis. The website will also list the number of leave days used in the past school year, but will NOT name recipients or donors. Once leave is donated to the VLTP, it will remain in the VLTP leave bank until used, rolling over annually.

Unit employees are not required to exhaust their educator leave before making a VLTP request. So long as the number of days that the employee anticipates being in a leave status exceeds the number of days of leave in the employee’s leave account, the employee is eligible to make a VLTP request.

The request to the Employer will state the number of days the educator is requesting from the VLTP and the general information about the purpose of the donation. This information may include: how long the employee will require leave, whether this is illness related or another reason, and when the employee intends to return to duty.

The Employer cannot require the employee to disclose any specific diagnosis or any other information about specific treatment, procedures, medications or any other details that would violate the rights of an employee under the laws and regulations for the Health Insurance Portability and Accountability Act (HIPAA) of 1996 or the Privacy Act.

The Employer will respond to requests for leave from the VLTP within five (5) days of the request being submitted. If the Employer denies the request, the Employer will state the specific reason for the denial, and provide the employee with ten (10) days to submit an amended request in response to the reasons for the denial. The Employer will respond to any amended request within five (5) days of submission. If the Employer denies the amended request, the employee may grieve the denial under the negotiated grievance procedure in Article 12 of this Agreement.

For employees who donate leave to the VLTP, the Employer will provide an annual accounting of any donated leave used. Any leave donated will be used in daily increments to avoid difficulty accounting for the leave. Employees who donate leave may give consent to allow the Employer to inform the recipient of the leave who donated the leave and in what amounts, but it is not required. However, this information will only be disclosed to the recipient.

Employee who receive leave donations from the VLTP may request the Employer to provide information regarding who donated the leave and in what amounts. If the employee who donated the leave consents to this disclosure, the Employer will provide the employee's name and the amount of leave donated. However, if the employee does not provide consent, the Employer will only provide the number of days donated and state that the donor did not wish to be identified.

ARTICLE 22 - EXCUSED ABSENCES

Section 1.

The Employer shall excuse a unit employee from duty without loss of pay and without charge to leave when events require the presence of the unit employee and cannot be accomplished outside the duty day for:

A. Packing, unpacking, and customs, or administratively required clearance of household goods and POV prior to shipment or upon receipt of shipment and when the unit employee is required to be present.

When both husband and wife are employed by DoDDS, either may be excused. When the unit employee is a dependent of a military or civilian employed outside of DoDDS and has chosen to complete the school year after the spouse has been reassigned, the unit employee may be granted excused absence under this provision.

B. Movement to new quarters when such movement is officially directed by a U.S. Government agency based on the unit employee's DoDDS employment.

C. Seeking immediate medical attention for any injury sustained while on duty, except this subparagraph shall not be construed as negating any rights under Worker's Compensation.

D. 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 per instance, except in unusual circumstances which are acceptable to the supervisor.)

E. 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 per instance, except in unusual circumstances which are acceptable to the supervisor.)

F. A unit employee with a military spouse shall be provided with Administrative Leave to attend official military functions, ceremonies or events involving the military spouse, including Deployment/Return/Promotion, etc., not to exceed one day for any single function or event.

Section 2.

A supervisor may excuse a unit employee from duty without loss of pay and without charge to leave for:

A. Attendance at a conference, convention, hearing, or meeting when it is determined that attendance will serve the best interests of the Federal Service.

B. Attendance at a school, parent, or installation sponsored activity when it is determined that attendance will serve the best interests of the school, DoDEA or the military community.

C. Blood donations. (One Half Day)

D. In any other instance when, in the judgment of the supervisor, the requirement for the absence cannot be clearly differentiated from official business.

Section 3. -Late Arrival and Early Departure.

When a unit employee is performing initial travel overseas or is on the return portion of renewal travel and is delayed in reporting for duty solely through fault of the Government, the unit employee shall be paid for those duty days occurring prior to the date of arrival. The unit employee also will be treated as if he/she had timely arrived to their duty station.

When the Employer makes a job offer less than fifteen (15) days before the beginning of the school year, the full school year salary shall not be paid. In such cases, salary will begin as of the date of arrival. Such a delay is the fault of the Employer, and the employee will be treated as if he/she had timely arrived at the duty station for purposes of RAT and other overseas allowances and benefits. Acts of God which serve to delay official transportation shall, in this context, be considered as the fault of the Government.

If the Employer has directed summer recess training or education, which requires departure prior to the end of the school year or arrival after the beginning of the school year as

beneficial to the Government, the duty days missed by the teacher shall be excused without charge to leave or loss of pay. The unit employee also will be treated as if he/she had timely arrived/departed their duty station. Such determinations will be made in advance on an individual basis and documented in writing.

Section 4. - School Closures.

When schools close for students due to inclement weather, or conditions that are deemed unsafe for students to travel or be in school, employees shall be administratively excused without loss of pay or leave. If the base commander closes the base or prohibits travel on base for non-essential personnel, the Employer will excuse unit employees at that base without charge to leave or loss of pay.

It is understood that educators will use the time for preparation, lesson planning, grading or other similar work related duties and shall be considered to be in a work status.

Section 5.

When a unit employee becomes late for work because of gate entrance inspections or other force protection measures, the unit employee will not be disciplined, placed on leave without pay (LWOP) status, be required to take leave, or given any other penalty by the Employer.

ARTICLE 23 - LEAVE WITHOUT PAY

Section 1.

Leave without pay (LWOP) is a temporary non-pay status and absence from duty, which may be granted upon the unit employee's request. The authorization of leave without pay is a matter of administrative discretion by the Employer.

Section 2.

A unit employee may be granted extended leave without pay for a requested period up to the maximum permitted by law for the following, not all inclusive, reasons:

- A. education;
- B. illness or disability;
- C. illness or death of a member of the immediate family;
- D. teacher exchange program;
- E. service as an officer or representative of the Association;
- F. maternity/paternity purposes to provide time for a period of adjustment and to make arrangements for the care of the child;
- G. leave for adoption to provide time for a period of adjustment and to make arrangements for the care of the child;
- H. Not to exceed one year from the beginning of the next school year to accompany a Government employee spouse to a new duty location. This LWOP may be extended for one (1) additional year, upon request. Upon selection to a new teaching position while on LWOP, the unit employee shall retain full benefits that the employee had prior to going into LWOP status.

Decisions on requests for extended leave without pay must be based on an assurance that the unit employee will return to duty and that the value to the Government or the serious needs of the unit employee are sufficient to offset the costs.

ARTICLE 24 - WITNESSES

Section 1. - Definitions.

A. A unit employee is a person employed on a permanent or temporary basis, either full-time or part-time, but does not include a person employed on a substitute, when-actually employed, or intermittent basis.

B. The term "judicial proceeding" includes any action, suit, or other proceeding of a judicial nature (including any condemnation, preliminary, informational, or other such proceeding), but does not include an administrative proceeding.

C. The word "summoned" does not intend that a subpoena be required, but that the summons be an official request, invitation, or call, evidenced by an official writing from the court or authority responsible for the conduct of the proceeding, thus excluding strictly voluntary appearances from court leave coverage.

D. The term "agency proceeding" as used in Section 7 of this Article means an agency process as defined by paragraphs (5) , concerning rule making, (7), concerning adjudication, and (9) , concerning licensing, of 5 U.S.C. 551.

Section 2.

When a unit employee is summoned or assigned by his/her agency to testify in his/her official capacity or to produce official records at a judicial proceeding, he/she is in an official duty status, as distinguished from a leave status, and entitled to his/her regular pay.

Section 3.

When a unit employee is summoned as a witness in a judicial proceeding to testify in a non-official capacity on behalf of a state or local government, he/she is entitled to his/her regular pay during the time he/she is absent as a witness.

Section 4.

When a unit employee is summoned or assigned by his/her agency to testify in a non-official capacity on behalf of the United States Government or the Government of the District of

Columbia, he/she is in an official duty status as distinguished from a leave status, and is entitled to his/her regular pay.

Section 5.

When a unit employee is summoned as a witness in a non-official capacity on behalf of a private party in connection with any judicial proceeding to which the United States, the District of Columbia, or a state or local government is a party, he/she is entitled to his/her regular pay during the time he/she is absent as a witness.

Section 6.

If the witness serves in a non-official capacity on behalf of a private party not in connection with any judicial proceeding to which the United States, the District of Columbia, or a state or local government is a party, the unit employee's absence must be charged to leave or leave without pay, and expenses incidental thereto. and he/she may accept fees

Section 7.

A unit employee is entitled to travel expenses in connection with any judicial or agency proceedings to which he/she has been summoned (and is authorized by his/her agency to respond to such summons), or is assigned by his/her agency (1) to testify or produce official records on behalf of the United States or (2) to testify in his/her official capacity or produce official records on behalf of a party other than the United States.

Article 25 – Pay Setting Practices

Section 1 – Credit for Prior Educational Experience

The employer may consider a new unit employee's prior school years of experience as an educator in setting the unit employees' salary on the applicable salary schedule. A school year is at least 150 days in a duty status as an educator in a single school year.

Unit employees will be advanced one step on the applicable salary schedule for each school year spent as an educator in the Defense Dependent Elementary and Secondary Schools (DDESS), Bureau of Indian Affairs (BIA) schools, or in an accredited elementary or secondary school in the United States or its territories.

The employer, using a number of factors, may consider unit employee requests to receive credit for prior educational experience in schools run by the U.S. Department of State or Peace Corps on a case-by-case basis. These factors may include whether the schools used a curriculum similar to those used in American public schools, whether the school was accredited, whether educators were required to be licensed, and other similar considerations.

Section 2 – Credit for Prior Military Experience

Unit employees who have served active duty in Armed Forces of the United States may receive credit for up to two (2) years of service by advancing the unit employee one pay step for each year of service on the appropriate salary schedule. This service time counts whether the active duty service took place prior to the unit employee entering into employment with DoDEA or during the unit employee's employment with DoDEA. This provision will not apply to JROTC instructors in DoDEA, who shall be credited with their active duty service under the applicable rules and regulations of the JROTC program.

Section 3 – Process of Requesting Credit for Prior Educational Experience

The Employer will consider any information regarding prior educational experience contained in the new unit employee's application and issue a decision on credit on the applicable salary schedule to the unit employee in writing within 30 days of the unit employee accepting a job offer from the employer. This written notice will inform the unit employee of how many school years of prior experience the Employer has recognized as well as the decision of placement on the applicable salary schedule.

If the Employer decides not to accept any school year of prior experience for pay step placement, the Employer will inform the unit employee in writing of the reasons for the initial decision, using the Employer's official email system. The Employer's message will inform the unit employee of the right to appeal this initial decision, as well as the name and contact information of the Employer's designee to hear the appeal, and the deadline to file the appeal.

The unit employee will have thirty (30) days from receipt of the Employer's email to submit additional information or provide any additional documentation requested by the employer for the purposes of crediting any prior experience for pay step placement. The Employer will promptly review any additional information submitted by the unit employee and will issue a final decision, using the Employer's official email system, within thirty (30) days of receipt of the unit employees' appeal.

If the Employer's final decision is to credit any previous denied prior experience for pay step placement, the Employer will inform the unit employee of the final decision in writing, using the Employer's official email system. The notice will inform the unit employee that the employee will retroactively be placed on the new pay step in accordance with the Back Pay Act.

If the Employer's final decision is to deny the unit employee any prior experience for pay step placement, the Employer will inform the unit employee of its final decision in writing, using the Employer's official email system. The final decision will provide the unit employee with an explanation of the Employer's reasons for rejecting any prior experience for pay step purposes, as well as notice of the right to file a grievance and the deadline to file a grievance.

Section 4 – Placement on the Pay Schedules for Prior Educational Experience

Each unit employee credited with prior experience by the employer in Sections 1-3 above will be advanced one step on the appropriate salary schedule for each year of creditable service. When the Employer provides unit employees with enough years of credit to reach the longevity steps on the salary schedules, a unit employee must be credited with four (4) school years of credit to be advanced to the next longevity pay step on the salary schedule.

Section 5 – Completion of Higher Level Education

- A. Hours of credit for use in setting unit employee salary or for advancing a unit employee to a higher salary lane are restricted to hours of credit in courses and/or degrees earned from an accredited college or university, as listed in the U.S. Office of Education Directory. Any hours of credit earned at a non-accredited institution are acceptable for any hours of credit accepted for further studies or towards a degree at an accredited institution.
- B. A unit employee may use any hours of credit or courses accepted by the Employer for certification or recertification purposes for use in setting unit employee salary or for advancing a unit employee to a higher salary lane.
- C. When a unit employee completes the required credit hours to be advanced to a different salary lane on the applicable salary schedule, the request to be advanced to a new salary lane will include documentation from the applicable college or university. The documentation will provide the date the unit employee completed the required course or the date the unit employee met the requirements for a specific degree.
- D. The unit employee shall submit a request to the Employer to be advanced to the new salary lane in accordance with the Back Pay Act. Subsequent requests for additional information or documentation from the Employer to the unit employee regarding the request to be advanced to a new salary lane will not be a reason to consider the request untimely.

E. The Employer shall process unit employee requests retroactively to the first pay period following the date the education or courses were completed and in accordance with the Back Pay Act. The Employer shall notify the unit employee in writing of precisely how many creditable hours that employee has earned for pay purposes.

ARTICLE 26 - PAY RETENTION

Section 1.

Except for actions based upon personal cause or upon the unit employee's request, an employee moved, through no fault of the unit employee, from a pay schedule with a higher daily rate of pay to a pay schedule with a lower daily rate of pay (using the same step and academic lane for comparison) shall be entitled to pay retention in accordance with the provisions of this Article.

To be eligible for pay retention, the employee must have held the higher rate for at least one calendar year immediately preceding the effective date of the change to the lower daily rate. Pay retention is as follows:

A. For a period of two years from the effective date of an action involving a position change, the employee will receive the full dollar amount of the next two annual pay survey adjustments, authorized for employees in positions equivalent to the employees former position and will be eligible to earn the full dollar amount of any step increase which would have been earned in the employee's former position. After two years from the date of the action changing the employee to a position covered by a lower pay rate schedule, the employee will receive one-half of the full dollar amount of subsequent annual pay survey adjustments authorized for the employee's former position. No step increase shall be earned after two years on retained pay except as provided in Section 2 below.

B. For a period of two years from the date of an action involving no position change where a pay adjustment from a higher pay rate schedule to a lower pay schedule occurs, the employee will receive the full dollar amount increase of the next two annual pay survey adjustments authorized for employees on the new pay rate schedule for the equivalent step and academic lane and will be eligible to earn the full dollar amount of any step increase on the new pay rate schedule, which the employee would otherwise have earned. After two years from the date of the action changing the employee to position covered by a lower pay rate schedule, the employee will receive one-half of the full dollar amount of subsequent annual pay adjustments authorized for the employee's new position. No step increase shall be earned after two years on retained pay except as provided in Section 2 below.

Section 2.

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

Section 3.

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

ARTICLE 27 - EXTRA CURRICULAR ACTIVITIES

Section 1.

Members of the bargaining unit are encouraged to notify the Employer at the school of any interest they might have with regard to filling extracurricular positions which might become available. The Employer will adequately fund all extracurricular activities available at the school.

The Employer will make every effort to fill extracurricular positions in accordance with the expressed preferences of the qualified employees in the bargaining unit in the school. In the event the Employer does not fill all available positions in accordance with the preferences of the employees, then the Employer agrees to actively seek qualified volunteers from the bargaining unit at the school.

The Employer agrees that the filling of extracurricular positions shall be done in a fair and equitable manner and shall not be arbitrary and capricious. No employee in the bargaining unit shall be required to accept an extracurricular activity, except where the vacancy cannot be filled with a qualified volunteer.

Section 2.

Unit employees who accept an extra duty assignment shall sign a written agreement (attached at the end of this Article), the extra duty contract (EDC), with the principal indicating duties, rate of pay and length of activity when such duties must be performed outside the workday. The agreement will be retroactively dated to the when the employee began the activity.

A copy of the signed agreement shall be provided to the unit employee.

Section 3.

Unit employees performing an EDC will be compensated at their hourly rate for all hours spent on the EDC. These hours will include all time spent in practice, games, travel, and all time when the unit employee is required to be supervising or has responsibility for the students performing the extracurricular activity. This includes any travel time and overnight hours for the EDC.

When a unit employee performing the EDC accompanies students performing the extracurricular activity away from the duty station, the Employer will provide the unit employee with TDY travel orders for the travel, including lodging and per diem, to stay in billeting, a hotel or other paid lodging.

For safety, health and security reasons, under no circumstances will students or a unit employee performing an extra-curricular activity be required to sleep in a school classroom, gym or any other similar facility.

Section 3.

In order to classify an activity at a particular school as a paid extracurricular activity which is not currently carried at such school as paid extracurricular activity, a request must be sent through normal channels for the Employer's approval.

Section 4.

DoDDS Regulation 5550.9, dated October 7, 1988 will apply unless in conflict with this Article.

Extra Duty Compensation Memorandum of Understanding

School: _____

I agree to accept the extra-duty activity of (show code, title, and hourly range)

for School Year 20__-20__.

I understand the amount to be paid for this activity is \$ _____ , and shall be adjusted upward based on the new salary schedule. The estimated number of hours predicted for this duty is _____ hours. The time worked will be in addition to, and not as part of, a regular full- or part-time teaching assignment and cannot be during duty hours when school is in session.

DESCRIPTION OF TASKS TO BE PERFORMED:

As soon as the activity is completed, I will notify the Principal and he/she shall arrange that I be paid by separate check not later than the next regular pay period for employees.

Employees Name (please print)

Employee's Signature

Principal's Name (please print)

Principal's Signature

Date Employee Signed

Date Principal Signed

ARTICLE 28 -GRADE LEVEL AND DEPARTMENT CHAIRPERSONS

Section 1.

The parties agree that the functions performed by the grade level and department chairpersons are vital to the ongoing educational program. In schools that have grade level and department chairpersons, the Employer may authorize a preparation period in those instances where the Employer requires such unit employees to serve as grade level or department chairpersons.

Section 2.

When such preparation periods are not provided and such duties cannot be performed during the duty day, extra-duty compensation for the time required outside the duty day shall be paid in accordance with the procedures of DS Regulation 5550.9, dated October 7, 1988. Prior approval to perform such duties outside the duty day must be obtained from the Employer.

Section 3.

Unit employees within each grade level and department may nominate other unit employees within the same grade level or department at the same school to serve as grade level or department chairpersons.

ARTICLE 29 - TEMPORARY PROMOTION

A unit employee temporarily assigned to, or the Employer assigns duties to a unit employee for a position with a higher pay rate for more than 30 days, shall be given a temporary promotion provided the employee meets minimum qualification requirements for the position.

ARTICLE 30 - CHILD CARE CENTERS

Section 1.

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.

Section 2.

If, at the sole discretion of the Employer, available space in a DoDDS school is used to establish a child care center, unit employees shall have equal access with other military and civilian employees.

Section 3.

If unit employees cannot enroll their school age children in child care centers at school or on post, unit employee's children are permitted to stay in their parents' classroom from arrival at the school until the start of the instructional day, as well as from the end of the instructional day to the time the unit employee leaves the school.

ARTICLE 31 - EDUCATION/TRAINING OPPORTUNITIES

Section 1.

In addition to training available through Government facilities, unit employees may be sent to non-government facilities for needed training, which 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 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. For training at non-government facilities, the Employer shall provide Administrative Leave for employees for up to five (5) days per school year when at no cost to the government.

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 that it will fund in whole or part and shall provide publicity and detailed guidance on any special training opportunities, such as long-term training.

Section 2.

When the Employer changes qualification standards, unit employees currently occupying positions in teaching categories affected by the change and those unit employees who are occupying positions in teaching categories for which an additional teaching category is required and the change affects the additional category shall receive one hundred percent (100%) tuition assistance, in accordance with the Government Employees Training Act, to assist the unit employees in the attainment of required credits to meet such changes in qualification standards.

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 3. - Summer Attendance at an Accredited College or University.

Round-trip renewal agreement transportation in a Leave-Without Pay status may be authorized in the case of a unit employee who desires to return to the United States for the summer at the end of the first school year of service under an agreement for the purpose of attending an accredited college or university to pursue courses for professional preparation and advancement that are related to his/her present or planned DoDDS assignment, or other specific professional preparation meeting a current DoDDS requirement or attending courses that are required for continued certification and recertification, provided a renewal agreement is signed before leaving the overseas area.

The unit employee will be required to present satisfactory evidence of acceptance by, or a bona fide intent to attend, such an institution for an appropriate course of study of not less than six (6) semester hours. The unit employee will be required to refund to the Government the cost of return travel to the United States for the purposes of attending such courses of study if he/she fails for reasons unacceptable to the employing activity concerned to present evidence of satisfactory completion of the courses.

Those who return to the United States under Section 3 of this Article will, upon return to the overseas area, begin a new two (2) school-year cycle under the renewal agreement.

Section 4. - Administrative Reemployment Rights.

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

A. The obligation on the part of the Employer to reemploy exists whether or not the Area which granted the reemployment rights can absorb the unit employee. The Employer shall attempt to place the unit employee in another region if the granting region does not have an appropriate vacancy.

B. The failure of a unit employee to comply with all terms of the reemployment agreement (see form at the end of this Article) does not preclude reemployment of the employee. Upon request, said unit employee will be considered for placement through the appropriate recruitment programs without regard to the suspense dates for final acceptance of applications.

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 employees who have established actual residence in the United States.

D. The unit employee shall submit a written request through supervisory channels to the Employer's Area Director, which 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. An acknowledgement, in a signed agreement (attached to the end of this Article), of the conditions under which the unit employee would be absent from the school system.

Section 5. – Sabbatical Leave

Unit employees shall earn one (1) year of Sabbatical Leave for each ten (10) school years served as a DoDEA employee. The unit employee will use the Sabbatical Leave to further their education and other educationally related activities. The Employer will carry a unit employee who takes Sabbatical leave in a pay status. The unit employee shall retain rights to the previous educational position held and their educational position shall continue to be listed on their schools' manning documents.

REEMPLOYMENT RIGHTS AGREEMENT

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

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

I am aware that I must notify the Area Director by certified or registered mail, prior to February 1 of the year in which the above school year begins, as to whether I intend to exercise my reemployment rights. Further, I must provide official documentation that I have satisfactorily completed that program described on the reverse of this document no later than the actual date of reemployment, but preferably by June 30.

Should I choose to pursue a program outside the United States, I acknowledge that I may not be entitled to benefits, such as housing and transportation, normally granted to those employees who have established actual residence in the United States. In addition, I will not be a member of the forces under any Status of Forces Agreements between the dates of resignation and reemployment.

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

APPROVED BY _____
(Area Director/designee)

(Signature of Teacher)

(Date Approved)

(Present Grade or Class)

(Present Assignment)

(Date of Request)

ARTICLE 32 - IN-SERVICE EDUCATION

Section 1.

The Employer is responsible for determining the in-service education needs of unit employees. However, the Employer shall involve unit employees, through the Association, in assessing how to meet the needs and the best programs for unit employees, and negotiating the impact and implementation of these programs.

Section 2.

When an individual unit employee is in need of remedial training, the appropriate means of accomplishing such training shall be discussed between the Employer, the FRS and the unit employee concerned. Generally, the local ISS should be brought in to model appropriate pedagogy with the employee and Employer observing, and then all three should meet within two (2) days to discuss the observation.

Section 3.

When small groups of unit employees whose skills must be upgraded to effectively conduct a program, appropriate training shall be decided upon by the Employer through consultations with the FRS and the unit employees concerned.

Section 4.

When it is appropriate to conduct training on a school-wide basis, the Employer shall consult with the FRS regarding such training. The FRS will be provided with enough time to consult with the unit employees at the school regarding the best options for such training and to poll the staff, as necessary. The local level procedures in Article 7 of this Agreement will be followed.

Section 5.

When it is appropriate to conduct training on a basis broader than school-wide, the Employer shall inform the appropriate Association District/Area representatives and, upon request, shall negotiate over the impact and implementation of the training in the District/Area. The Employer will provide any information requested by the Association in accordance with law, rule and regulation. The Area/District level procedures in Article 7 of this Agreement will be followed.

Section 6.

When the Employer determines that training is required on a bargaining-unit wide basis, the Employer will provide the Association with notice of its intent to provide training and the program it intends to implement. The Employer will provide any information requested by the Association in accordance with law, rule and regulation. The National level negotiation procedures in Article 7 for bargaining will be followed.

Section 7.

All training shall be during the duty day, to include any necessary travel. Any employee training and/or travel that occurs outside of the duty day will be compensated at the employee's daily rate of pay. All time spent by unit employees in travel will be in a paid duty status, and travel expenses incurred by the unit employee will be reimbursed.

Section 8.

The Employer shall make every effort to provide voluntary university credit options.

ARTICLE 33 - DEVELOPMENT OF NEW/SPECIAL PROGRAMS

Section 1.

The Employer retains the right to establish new/special educational programs, such as, but not limited to, a pre-school program. Such programs shall not be implemented without the training and/or materials, as may be deemed necessary by the Employer, except to meet the exigencies of the mission.

Section 2.

The parties will follow the procedures in Article 7 of this Agreement, at the appropriate level of recognition, in the establishment of new/special educational programs.

ARTICLE 34 - CERTIFICATION AND RECERTIFICATION

Section 1.

The Employer shall determine the requirements for certification and recertification for all full and part-time unit employees. All unit employees are required to be certified initially for a six (6) year period and recertified for each successive six (6) year period of employment. Initial certificates shall be dated at the beginning of a school year.

Section 2.

Unit employees will take three (3) credit hours for recertification purposes in coursework related to the current teaching assignment, or in courses taught by the employee during the six year recertification period.

The remaining three (3) credit hours may be taken in coursework that may qualify the employee for a new position category in DoDDS, or in any subject or area that the employee is certified to teach, but is not currently teaching.

Section 3.

Certification is a process that verifies that an individual has satisfactorily completed specified requirements for a given certificate. Recertification is the periodic renewal of the certification. Certification issues cannot be raised under the negotiated grievance process under this Agreement. However, re-certification issues are grievable and arbitrable

Section 4.

The Employer shall ensure that all unit employees are in possession of a current, valid certificate. When unit employees fail to meet certification, the Employer may initiate appropriate corrective action and recertification requirements. Upon request, the Employer will assist any employee in reviewing and evaluating recertification credentials. Certification personnel shall respond within thirty (30) days to all requests to validate coursework appropriateness by an employee. Failure to respond will result in the credits submitted being accepted by default.

The Employer will ensure that appropriate guidance, assistance, and counseling are provided to all unit employees regarding the requirements for certification/recertification.

Section 5.

Provided the unit employee has met the certification/recertification requirements, once the certificate has been issued, the Employer will not be revoke the certification under normal circumstances.

With that said, the Employer will remove certifications from an employee's teaching certificate, at the employee's request, if the educator no longer believes that they are able to teach the subject at a successful level.

Section 6.

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

A unit employee may apply for reassignment to a new position if the unit employee does not currently hold a teaching certificate, but meets the qualifications as published by DoDDS for the pertinent school year. Upon acceptance of the position offer, the unit employee shall apply for and be issued an appropriate certificate.

Section 7.

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

Section 8.

In accordance with 5 U.S.C. 4107, the Employer will pay for or reimburse the costs for coursework taken to meet the Employer's recertification requirements.

Section 9.

The Employer will accept evidence that a unit employee has completed and/or maintained the National Board Certification in lieu of the six (6) credits required for re-certification.

Section 10.

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

Initial titles and codes shall also be retained for the life of the certificate. When a unit employee is reassigned to position categories not identified on the current certificate, said unit employee's certificate shall be updated to include the new position categories assigned.

Section 11.

When a unit employee has previously submitted official transcripts to the Employer, but the Employer has lost, discarded, or destroyed these transcripts, the unit employer, upon the written request of the Employer, shall request a new set of official transcripts for direct transmittal from the university/college to the Employer. Upon receipt, the Employer shall reimburse the employee for any fees and costs incurred in obtaining the official transcripts.

Section 12.

The Employer shall extend the certification/recertification period by the period of absence when an employee is absent from duty for thirty (30) continuous days or more for personal illness, maternity, illness in the immediate family, or for service as an officer or representative of the Association.

Section 13.

No unit employee shall be terminated as a result of lack of certification or recertification unless given twelve (12) months' advance written notice of projected deficiency. This notice shall be sent to the unit employee using the Employer's official email system. The notice shall specifically state that the deficiency may result in removal, and shall required the employee to acknowledgement receipt, which shall start the twelve (12) month period.

Section 14.

Unit employees who participate in Employer directed training on the four (4) annual Career and College Readiness (CCR) training days will be provided by the Employer with the equivalent of one (1) recertification credit per school year.

Section 15.

DS Regulation 5000.9, dated June 25, 2003, with amendments in effect July 16, 2007, will apply when not in conflict with this Article.

ARTICLE 35 - TOUR OF DUTY

Section 1.

The tour of duty for unit employees in effect as of April 1, 2019 shall remain in effect for the duration of this Agreement unless mutually agreed otherwise at the National level.

Section 2.

In the Association's bargaining unit, as of April 1, 2019, the following locations are one (1) year areas: Cuba, Japan (Misawa, Okinawa), Korea (Camp Humphreys, Osan, Daegu). The other duty station in the bargaining unit are all two (2) year areas.

Section 3.

In the event that an overseas duty station located in the Association's bargaining unit requests and establishes a new school(s) run by the Employer, the new schools will establish tours of duty of either one (1) or two (2) years for the duration of this Agreement unless mutually agreed otherwise at the National level.

Section 4.

In the event that the Association adds new duty stations or geographic locations not currently in the Association's unit with established schools currently run by the Employer, these schools will retain the tours of duty that were in effect on April 1, 2019 for the duration of this Agreement unless mutually agreed otherwise at the National level.

ARTICLE 36 - DRESS AND APPEARANCE

Section 1.

Unit employees are expected to comply with reasonable apparel and grooming standards that derive from consideration of health, safety, and type of position occupied.

Section 2.

Any prohibitions by supervisors on unit employee dress and appearance must be based on a clear showing that the prohibited things contribute to an unsafe, non-productive, or disruptive work environment. The Employer will not set standards that infringe on attire that meets the requirements of the unit employee's religion or for health reasons.

Section 3.

Displeasure with styles and modes of dress and grooming that may be currently in vogue is not adequate criteria for making such a determination.

Section 4.

The Employer shall not differentiate "reasonableness" based on the gender of a unit employee.

Section 5.

Discussions between a supervisor and a unit employee on an alleged failure to comply with reasonable standards must precede the imposition of disciplinary action.

ARTICLE 37 - PASSPORTS/VISAS/IDENTIFICATION CARDS

Section 1.

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

Section 2.

New unit employees shall be placed in a duty status upon the submission of their visa paperwork to qualify for RAT and other overseas allowances and benefits.

The Employer will provide unit employees with information regarding reimbursement for visa fees, and process the reimbursement in a timely manner.

Section 3.

The Employer shall make every reasonable effort to ensure that identification (ID) cards issued to unit employees have no geographical restrictions other than "Overseas Only", unless required by Status of Forces Agreements (SOFA), law, government-wide regulations, or DOD Regulation 1000.13, dated October 19, 1988.

Section 4.

The Employer will provide unit employees who submit retirement or resignation documentation to the Employer with a retired ID card. This ID card will entitle the unit employee with access to bases overseas and stateside, allow for PX/BX and Commissary shopping privileges, MWR access, and access to banking and postal services. This card is a mandatory issuance to the separating employee, and recognition is not subject to the determination of a base commander.

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:

Schedules C, D, E, and F Equivalent Grade Unit Employees

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 - THE EMPLOYEE ASSISTANCE PROGRAM

Section 1.

The parties recognize that alcoholism, drug abuse and other addictions are treatable illnesses. The earlier that a unit employee's addiction(s) can be identified and treated, the greater potential for a cure. To this end, the Employer shall provide unit employees with assistance in applying for and participating in the Employee Assistance Programs (EAP), which are operated in accordance with applicable laws, regulations, and guidelines.

The Association agrees to support the EAP program and to encourage unit employees to seek early assistance, as necessary, to address any addiction(s).

Section 2.

The Employer shall notify unit employees of the EAP annually and will provide information on the EAP to any unit employee immediately, upon request. The Employer will protect the privacy, PII and HIPPA rights of unit employees who request information about or who participate in the EAP, in accordance with all applicable laws, regulations and guidelines.

If the Employer or the affected unit employee feels that said unit employee requires counseling, it shall be arranged as expeditiously as possible.

Section 3.

In the interests of encouraging unit employees who may be suffering from an addiction(s) to participate in the EAP, the Employer agrees it will not maintain records regarding any information provided in counseling, requests for assistance by the unit employee, or any statements regarding alleged addictions. Furthermore, the Employer agrees not to use any information obtained through requests for information about the EAP, requests to participate in the EAP, counseling under the EAP, or leave requests under the EAP in any adverse action against the unit employee.

ARTICLE 40 - DISABILITY RETIREMENT

Section 1.

Disability retirement is a benefit provided to protect a unit employee who might no longer be able to perform their assigned duties due to disease or injury. 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.

When an employee requests assistance from the Employer in filing a disability retirement application, the Employer will provide the employee with all forms and provide Administrative Leave to complete the application. Once the employee submits the form to the Employer, the documentation required from the Employer will be completed within one (1) month and submitted to OPM.

Section 4.

Generally, the interests of both the Employer and employee are served if the employee remains on duty when he/she can provide useful and efficient service without endangering himself/herself, others, or Government property. The Employer shall consider an employee's request for appropriate leave pending a determination on the employee's application for disability retirement.

Section 5.

When a unit employee states an intent to submit an application for disability retirement, the Employer shall assist the employee in obtaining information and documentation about the disability retirement program under the Civil Service Retirement System (CSRS) or the Federal Employees Retirement System (FERS), as appropriate.

ARTICLE 41 - PERSONAL INJURY IN PERFORMANCE OF DUTY

Section 1.

The Federal Employees' Compensation Act (FECA) provides compensation and medical care for all unit employees who are disabled due to personal injuries and/or disease sustained 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.

Section 2.

An employee who files a FECA claim will be provided with Administrative Leave to complete the application.

Section 3.

The Employer will ensure that school administrators have training on the proper documentation that must be completed by the Employer for any FECA claim to prevent any undue delay or harm to the employee's claim.

Section 4.

Unit employees who are serving as an extra-curricular activity sponsor or coach and are injured or are infected with a disease in the course of performing the extra duty contract, travel or other duties assigned are in the performance of duty while performing these duties and are covered by FECA.

Section 5.

Unit employees who are performing any duties assigned by or directed by the Employer in connection with the school or their employment, such as, but not limited to, lunch duty, bus duty, hallway monitoring, or other assigned duties are in the performance of duty while performing these duties and are covered by FECA.

ARTICLE 42 - HEALTH CARE

Section 1.

The Employer shall coordinate with the Military Departments in an effort to ensure that the unit employees are granted the same level of access to military dental and health facilities in the area.

Section 2.

Immunizations required by agencies of the Federal Government for official travel directed by the Employer or required by DOD Instruction 6205.1, dated October 9, 1986, shall be provided at no cost to the unit employee.

Section 3.

Unit employees shall comply with the requirements of DOD Instruction 6205.1, dated October 9, 1986, when not inconsistent with the following provisions:

- A. Unit employees shall be excused from immunization during their pregnancy.
- B. Exceptions to required immunizations shall be for valid medical or religious reasons, as certified by recognized medical or religious authorities.
- C. Unit employees required to receive immunizations shall be allowed to do so during the duty day without charge to leave.
- D. Unit employees who become ill as a result of required immunizations shall receive administrative leave in accordance with the Federal Employees' Compensation Act.
- E. The following restrictions on specific immunizations apply:
 - 1. Unit employees born prior to December 31, 1955 shall be exempt from the measles (rubeola) immunization.
 - 2. Male unit employees at or above the age of twenty-five (25) years and female unit employees at or above the age of forty-five (45) years shall be exempt from the German measles (rubella) immunization.

Section 4.

Unit employees will not be disciplined if the local military health facilities cannot provide appointments for any necessary vaccination or if the health facilities are out of the necessary vaccinations.

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.

No unit employee shall be required to sign more than a "sign in/sign out" form in order to check materials out for use in the work area.

ARTICLE 44 - DUES WITHHOLDING AGREEMENT

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

Section 3.

Unit members who enter the dues-withholding agreement at a time when less than 12 full pay periods remain in the school year shall have their dues prorated over the remaining full pay periods within the dues-withholding period.

Section 4.

SF 1187 forms which are in effect on the date of this Agreement shall continue in force under this Article. Therefore, for those unit employers who have already authorized dues withholding under current negotiated Dues-Withholding Agreements, SF 1187 forms need not be re-executed.

Section 5.

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

Section 6.

The appropriate finance office will notify the Association in writing of any requests which are not honored. A remittance check will be prepared by the appropriate finance office at the close of

each pay period for which deductions are made. These checks will be prepared and forwarded on the same pay schedule as for unit employees after the close of each pay period. The checks will be sent to the appropriate Association address in each region. Each remittance check 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 7.

DoDDS shall make the Association whole for any dues lost through the dues-withholding process due to government error, as provided for by law.

Exceptions to this Article may be negotiated at the regional or appropriate local level.

ARTICLE 45 - DEBT COLLECTION ACT PROCEDURES

Section 1.

Unit employees shall be entitled to an oral hearing, which shall include the right to present evidence, including witnesses and documents. Further, unit employees shall have the right of reasonable pre-hearing discovery and the opportunity to question material government witnesses concerning their calculations and conclusions of indebtedness.

Section 2.

The timely filing of a petition for hearing shall stay the commencement of collection proceedings pending decision of the hearing officer.

Section 3.

All hearings held pursuant to the Debt Collection Act will take place at the overseas work site.

Section 4.

The unit employee may exercise whatever rights to review a decision of the hearing officer he or she may have under law. If the unit employee elects to grieve the decision of the hearing officer, such grievance must be filed at the regional level by the affected unit employee within fifteen (15) school days after receipt of the hearing officer's decision. The unit employee shall be authorized interest on all monies improperly withheld as provided for by law.

Section 5.

In the event the Agency violates the Debt Collection Act or the provisions of this Article, a grievance may immediately be filed. It is understood that this Article applies only to debts owed by unit employees within the Department of Defense and does not apply to debts owed to other Federal agencies.

Article 46 – Unit Employee Workday

Section 1.

The existing duty day for unit employees shall commence not more than twenty (20) minutes before and terminate not more than thirty (30) minutes after the instructional day. Before any change can be implemented to the existing duty day, the parties will negotiate the change to completion.

Under no circumstances will the unit employee duty day, including the twenty (20) minutes before and not more than thirty (30) minutes after the instructional day, exceed seven (7) hours.

Section 2.

The current duty free lunch at each school for unit employees as of August 20, 2018 shall be preserved and maintained. The duty free lunch does not include transporting students to/from any location or getting to/from a duty location.

The Employer will make reasonable efforts to seek volunteers or donated funds, as well as solicit funding from appropriate offices, to meet the needs for lunchtime supervision. The Employer shall make reasonable efforts to use the services of presently employed paraprofessionals/teacher aides for lunchtime monitoring. The Employer will also make every effort to use the services of other non-unit employees for lunchtime monitoring and supervision.

Only in emergency or exigent circumstances shall the Employer assign lunchtime monitoring and/or supervision duties to a unit employee during the employee's duty free lunch. Lunchtime monitoring and supervision duties shall not be assigned on a regular or routine basis to unit employees.

Section 3.

If the Employer assigns a unit employee to perform duties during the employee's duty free lunch time, the Employer will provide the unit employee with a \$100 on-the-spot cash award for performing above and beyond their duties.

Section 4.

The employer may assign additional work hours outside of the duty day to a unit employee. However, the Employer will pay unit employees at their hourly rate of pay for all additional work assigned, in accordance with the procedures in Article 58 of this Agreement.

Section 5.

The Employer will not assign more than three (3) different preparations per five (5) periods of instruction for unit employees at the Middle/High School level.

ARTICLE 47 - HOUSING AND HOUSING ALLOWANCES

Section 1.

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

Section 2.

When a unit employee has been assigned to a new duty station, the Employer shall make available to said unit employee accurate, up-to-date information regarding the availability of both Government (owned or leased) and on-the-local economy housing prior to the issuance of travel orders, when possible. The Employer will also make available to each such employee information concerning the availability of Government furniture and appliances at the new duty station.

If this information is incorrect or subsequently altered after shipment of household goods, the Employer shall accommodate, in accordance with appropriate regulations, the adversely affected unit employee either by:

- A. storage of household goods:
- B. provision of appliances and/or furniture: or
- C. partial shipment of household goods.

Section 3.

Each unit employee who is performing services as a teacher at the close of a school year and agrees in-writing to serve as a unit employee for the next school year may be authorized, for the recess period immediately preceding such next school year, quarters, quarters allowance or in lieu of such quarters or quarters allowance, storage of household goods.

Section 4.

If assigned housing at Government expense, a unit employee required to vacate the housing shall be eligible, after two years, to reapply, in accordance with rules and regulations established by appropriate housing officials, as if he/she were a new arrival.

Section 5.

Unit employees who live in Government housing and are directed by the Government to move to local economy housing 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.

Section 6.

When a unit employee entitled to housing at Government expense is required to pay fees for the maintenance of common areas, such fees shall be reimbursed to the unit employee.

When a unit employee entitled to 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.

Section 7.

The Employer shall provide a unit employee entitled to 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. After the prescribed period permitted by the regulations has elapsed and the employee has not obtained permanent quarters, the employee draws an LQA equal to the maximum LQA for the post, pursuant to DSSR 121.

Section 8.

When a sponsoring unit employee spouse retires, the dependent unit employee spouse shall be granted LQA by the Employer for a period of up to seven (7) years until the dependent unit employee's retirement becomes fully vested.

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 transportation at Government expense, or the unit employee shall be authorized the option of using his/her privately owned vehicle (POV) and/or commercial travel, and shall be reimbursed for travel costs in accordance with the Federal Travel Regulations.

Section 2.

A. The Employer, upon request, may provide travel orders at no expense to the Government for employee attendance at meetings or workshops sponsored by the Association.

B. The Employer may provide Government transportation and transient Government facilities for 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 in a duty or non-duty status.

Section 3.

If a unit employee gets married during the first year of a two (2) year RAT agreement, the Employer will add the new spouse and any children acquired as a result of the marriage to the unit employee's travel orders as dependents as if they had been married before the start of the RAT agreement.

The new spouse and children will be eligible to travel on the unit employee's next RAT travel orders as dependents at the end of the two (2) year RAT agreement. The Employer will also pay the visa expenses of the new dependents.

Section 4.

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 constitutes a school year for the purposes of RAT.

The 175 days shall be determined by counting the number of days the employee is in a duty status, beginning with the first day the employee enters a duty status at the start of the school year. The 175 days will count days in a duty status regardless of whether the day is an instructional day, in-service day, training day, or orientation day. Any days of educator leave, APL leave or any other form of paid leave or Administrative leave used by a unit employee will count towards the 175 days. Any unit employee waiting for a visa after submitting their visa paperwork shall also have all days spent waiting for the visa counted towards the 175 days for RAT eligibility.

Section 5.

Unit employees who are eligible for Renewal Agreement Travel (RAT) shall have the option of and be fully reimbursed for electing to perform RAT travel by:

Circuitous route travel (unit employee is responsible for making his/her own arrangements and will pay for any and all additional expenses related thereto, if any);

Delays in route on MAC aircraft or MAC Chartered Aircraft (unit employee is responsible for making his/her own arrangements and will pay for any and all additional expenses related thereto, if any);

Traveling on MAC Aircraft, MAC Chartered Aircraft, or Commercial carriers (constructive reimbursement in accordance with appropriate regulations);

Unaccompanied travel for dependents.

Section 6.

RAT orders for unit employees will not contain any requirement for employees to use the Commercial Travel Offices (CTO) or any other travel office assigned or designated by the Employer. Employees who do not use the CTO or any other travel office will be reimbursed up to the constructed cost for RAT travel to their home of record, and the employee will be responsible for any and all additional expenses related thereto, if any.

Unit employees may use, but shall not be required to use the Patriot Express or similar contracted flights for RAT travel.

Section 7.

The dependent(s) of unit employees performing RAT may travel unaccompanied. A dependent may depart the duty station up to two (2) months before the unit employee begins RAT travel and return up to six (6) months after the unit employee completes their RAT travel, and unit employee shall be eligible to be reimbursed for the travel of the dependent(s) under RAT orders.

Section 8.

In accordance with the applicable regulations, unit employees shall have the option of taking RAT travel to their home of record (HOR) or an alternate destination. In addition, if a unit employee exercises their right to perform circuitous travel (unit employee is responsible for making his/her own arrangements and will pay for any and all additional expenses related thereto, if any), they are allowed to make multiple stops and have multiple alternate destinations.

Section 9.

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 accordance with the DSSR.

Section 10.

If a unit employee requires/requests medical evacuation from a duty station in the Association's bargaining unit, the unit employee shall be entitled to transportation at government expense. The unit employee shall be entitled to transportation including, but not limited to, the following options: Med/Evac Aircraft, MAC Aircraft, Charter Aircraft, Military vehicles other than aircraft.

When the unit employee has recovered and returns to the duty station in the Association's bargaining unit, the employee shall be entitled to transportation using Space Available (Space A), Category 1, Priority 1 status. The employee shall be entitled to transportation including, but not limited to, the following options: Med/Evac Aircraft, MAC Aircraft. This is in addition to, and not in lieu of other travel entitlement unit employees are entitled to, such as RAT travel.

Section 11.

In addition to, and not in lieu of other travel entitlement unit employees are entitled to, such as RAT travel, employees are entitled to travel to be excused from duty to travel from their duty station to attend to personal emergencies (such as, but not limited to, imminent death or the death of relative(s), disability or hospitalization of relative(s), legal proceedings, etc.), the unit employee shall be authorized Space Available (Space A), Category 1, Priority 1 travel through the military transportation systems.

When the unit employee returns to the duty station in the Association's bargaining unit, the employee shall be entitled to transportation using Space Available (Space A), Category 2 travel through the military transportation systems. This shall be in addition to, and not in lieu of other travel entitlement unit employees are entitled to, such as RAT travel.

Section 12.

In addition to, and not in lieu of other travel entitlement unit employees are entitled to, such as RAT travel, employees are entitled to travel to attend Employer-approved training during recess periods and shall be authorized Space Available (Space A), Category 2 travel through the military transportation systems.

The spouse and/or dependents of the unit employee may use the Space A authority in Section 12 of this Article without being accompanied by the unit employee. The spouse and/or dependents will retain the Category 2 travel status even if not accompanied by the spouse.

Section 13.

Travel authorization may be based upon a unit employee's place of residence in the United States in accordance with the Joint Travel Regulations.

ARTICLE 49 - OVERSEAS ALLOWANCES

Section 1.

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

A unit employee, otherwise eligible, who does not sell his/her POQ after the end of the 10 year period in DSSR 136a, and moves into rental quarters not owned by the spouse is entitled to LQA for rental purposes.

A unit employee, otherwise eligible, who sells his/her POQ to a non-spouse family member and rents back the quarters from the non-spouse family member, is entitled to LQA for rental purposes.

Section 2.

If two or more unit employees at a post are eligible for LQA and decide to share the costs as the basis for each receiving LQA, each unit employee shall be entitled to receive 100% of the maximum payable to him/her based on his/her individual eligibility and the resultant LQA. No more than one may receive the "with family" rate, if married.

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 if the spouse in the military draws a quarters allowance. If the spouse in the military draws no rent allowance, the employee may be granted the "with family" rate plus increments for additional members of the family, except that no payment shall be made to the spouse of a military member if the spouse resides with a military member in Government-owned or leased quarters.

Section 3.

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

350 lbs. per family member, 175 lbs. for dependents under 12 years of age, with a maximum family rate of 1000 lbs., shall be authorized for the shipment of unaccompanied goods.

Section 4.

All unit employees, otherwise eligible, shall be authorized the maximum weight allowance permitted by law and government-wide regulations for the shipment of household goods (HHG) and professional goods during movement under Renewal Agreement Travel (RAT) Orders. A maximum of 100 lbs. per family member shall be authorized for the shipment of unaccompanied goods.

When a unit employee ships their 100 lbs. of HHG in conjunction with RAT travel, the Employer will fully reimburse the unit employee for all costs in connection with the shipment of these HHG to/from multiple locations, even if they are not the HOR or alternate destination listed on the RAT travel orders.

Section 5.

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

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

D. Sisters and brothers (including step or adoptive sisters, or step or adoptive brothers) of the unit employee or of the spouse, when such sisters and brothers are at least 51 percent dependent on the employee for support, unmarried and under 21 years of age or, regardless of age, are incapable of self-support;

E. When determined by the Head of Agency to be in the interest of the Government, a father, mother, brother, sister, son or daughter, regardless of age or dependency, who acts as the official hostess or equivalent for a unit employee who has no spouse residing with him or her at the post.

Section 6.

Unit employees who are a dependent of a sponsoring spouse who meets the conditions for an exemption under DoDI 1400.25, Enclosure 2, Section 2.c will be provided with the sponsoring spouse's benefits. The granting of benefits will be permanent and the sponsoring spouse can return to live with the former dependent spouse without the spouse losing entitlement to these benefits.

Section 7.

If the Employer selects a unit employee for a management-directed transfer or reassignment outside of the Transfer Program, the unit employee will be granted LQA and transportation benefits if the move is outside of a geographical area, even if turning down the transfer/reassignment will not result in the loss of employment.

Section 8.

For the purposes of all overseas allowances and benefits for which unit employees are eligible, as well as all benefits for which Federal employees are eligible, a same-sex spouse is a spouse as defined in DSSR 040 (Definitions).

Section 9.

In accordance with applicable regulations, all unit employees, CONUS hires as well as local hire employees, who receive a reassignment are eligible to move the employee's household goods (HHG) into storage or to the new duty station.

Section 10.

Unit employees who perform Permanent Change of Station (PCS) travel in conjunction with (ICW) Return Agreement Travel (RAT) will be entitled to “stop over” in the Continental United States (CONUS) incident to the PCS travel and take their RAT in CONUS before completing the PCS travel to the new duty station. The Employer will fully reimburse the unit employee for the RAT and PCS costs incurred by the unit employee and the employee’s dependent(s).

The Employer shall not prohibit unit employees from electing to perform PCS ICW RAT travel and to be fully reimbursed for these costs. The Employer shall not require unit employees to delay RAT travel in order to complete the PCS travel, or deny unit employees their right to take RAT in a PCS year.

Section 11.

As unit employees are required as a condition of their employment to serve OCONUS for their entire career with DoDEA, unit employees shall be entitled to change their HOR at any time to reflect their true domicile. Since some unit employees live OCONUS for decades, they may eventually lose all connections to the HOR at the time they began employment with DoDEA, which may negatively impact on their ability to exercise their Separation Travel benefits.

In any request to change the HOR determination, the unit employee will demonstrate that they meet the indicia of residency accepted by the location in which the unit employee has requested to become their new HOR. These indicia include, but are not limited to, where they pay their taxes, where they hold a drivers’ license, where they are registered to vote, whether they own property in the state, and whether they have a domicile in the state.

When the unit employee makes the HOR change request and provides this information, the Employer shall process this change and update the information in the unit employee’s orders and personnel files within sixty (60) days.

Section 12.

When a unit employee places household goods (HHG) into long-term storage, if the HHG are lost, stolen, damaged, sold or destroyed, the Employer will compensate the unit employee at fair market value for each item, upon notice by the unit employee.

Article 50 – Employer Assistance with Retirement Issues

Section 1. – Retirement Briefings

The Employer will annually provide three (3) separate “retirement briefings” to unit employees to provide information and respond to employee concerns and questions regarding benefits, annuities and other issues related to Federal employee retirement. The Employer will annually provide these retirement briefings for unit employee who are five (5) years from retirement, one (1) year from retirement and six (6) months before retirement.

The Employer may elect to offer these retirement briefings at a single location within a complex or at any school site where multiple employees request a briefing. Unit employees at each school in the complex where the briefings are offered will be provided at least two (2) weeks advance notice by the Employer to ensure the information about the briefings is widely disseminated. The Employer may also record these sessions for future training purposes and/or to provide basic guidance to employees unable to attend the sessions.

If the Employer elects to hold the briefings during the duty day, unit employees attending the briefings may request Administrative leave from the Employer, which will usually be provided. If the briefings are held outside of the duty day, the start time for the briefings will be at least one hour after the end of the duty day to provide time for all employees in the complex to safely travel to the briefing location.

Unit employees attending the retirement briefings will be provided with guidance from OPM (including pamphlets, websites and benefits information), information on how to request a retirement estimate, information on carrying benefits (such as insurance) into retirement, and what requirements must be met to be retirement eligible.

An Employer representative who can answer employee questions concerning federal retirement benefits and requirements will lead these briefings. Unit employees at the hearing will be provided with copies or links to websites they can use to obtain documents, forms, and additional

information covered in the briefings. Unit employees will be provided, upon request, with email and telephone contact information for an Employer representative or office where they can get their retirement questions and concerns answered.

Section 2. – Separation benefits

Unit employees within one (1) year of retirement, during or at the end of the school year, may request a face-to-face (F2F) or virtual retirement briefing to receive information on how to request Separation travel orders and the process and procedures of Separation travel. This information will include how to obtain Separation travel orders, information regarding how to request shipment of household goods (HHG), personally owned vehicles (POV), and travel for themselves and their dependents. The unit employee will be provided with step-by-step information on where to obtain these travel orders, what they need to request in these orders, when these orders must be requested and how long it will take to process the orders.

In addition, unit employees will be provided with general information regarding how and when to stop housing and overseas allowances and benefits, how to request extensions for allowances and benefits, how long extensions can be granted, and any other information necessary for the employee to complete the necessary steps prior to departure. If requested, unit employees will receive copies of regulations, or where to find these regulations.

Unit employees will receive information on how to request “pack out” of their HHG, POV or any other belongings and what office they must contact. If requested by a unit employee, administrative time will be granted for pack-out meetings with the local office or to contact the office or get orders.

Section 3. – Retired ID Cards

Unit employees requesting a retirement briefing one year before retirement will receive the latest information regarding “retired ID Card.” The unit employee will be provided with the forms to obtain the ID card, any documents containing guidance on obtaining the ID card and documents required, and an Employer point-of-contact or designee who can respond to questions from employees. The issuance of the ID card and conditions of the ID card will be in accordance with Article 37 of this Agreement.

Article 51- Working Conditions and Conditions of Employment

Section 1.

As educational research conclusively demonstrates, smaller class sizes result in improved student performance. In light of DoDEA' statutory mandate to provide its students with a high quality education, the student to teacher ratio (PTR) in DoDEA schools will remain at the ratios used in school year 2018-2019 in the Association's bargaining unit. Any deviation from these PTR ratios shall be negotiated with the Association in accordance with the procedures in Article 7 of this Agreement.

The Parties agree that the following are important factors in establishing class size:

1. Range of pupil age and achievement levels;
2. Pupil enrollment in achievement levels and courses;
3. Exceptionality of pupils enrolled in regular classes;
4. Number of available usable pupil stations;
5. Appropriateness of the facility to the curriculum and methods of instruction to be used;
6. Availability of equipment for adequate teaching demonstration and pupil use;
7. Conditions which affect the health, safety and supervision of pupils;
8. Other professional and paraprofessional staff and technology; and
9. Law and regulations.

Section 2.

Unit employees will only be required to attend one (1) Employer-directed meeting per calendar month that will last for no more than one (1) hour.

Section 3.

Unit employees cannot be directed to travel to attend trainings, meetings, extra curricular activities, or other duties assigned by the Employer at their own cost and will be provided with official travel orders and costs in accordance with the Joint Travel Regulations (JTR).

Section 4.

Unit employees performing as the sponsor/coach for an extra-curricular activity in accordance with this Agreement who travel with their students will be provided with official travel orders and costs in accordance with the Joint Travel Regulations (JTR).

All time by a unit employee as a sponsor/coach performing an extra-curricular activity spent monitoring students or being in a position of responsibility for the students is time spent in the performance of work, and will be compensated for all hours performing such work under the extra-curricular activity contract.

In the event that a unit employee is a sponsor/coach performing an extra-curricular activity, and must travel with the students, the unit employee will be provided with official travel orders that provide for lodging and per diem.

For safety, health and security reasons, under no circumstances will students or a unit employee performing an extra-curricular activity be required to sleep in a school classroom, gym or any other similar facility.

Section 5.

In the interests of maintaining student discipline, parents should not contact school administration without first attempting resolution with the unit employee by email and allowing the unit employee time to work with the parent. If a parent contacts the Employer without having first attempted resolution with the unit employee, the Employer will direct the parent to contact the employee first and will not get involved until that step is complete.

If a parent and employee schedule a meeting, the employee may request administration, the FRS or another educator join the employer for the meeting. Parents may not come to the employee's classroom or office without making an appointment with the employee. If a parent comes to the

classroom or office unannounced, the employee may contact the school administration and ask the parent to go to the administrative office for assistance.

Section 6.

In the interests of maintaining a healthy and productive workforce, unit employees can obtain gym memberships either on the post or near the school, and the Employer will reimburse the employee for reasonable gym costs. Unit employees may request to leave the school at the end of the instructional day to go to the gym up to two (2) times per week. The Employer may grant additional requests during the week on a case-by-case basis.

Section 7.

Unit employees will be allowed to utilize their own grading system, but will be required to enter these grades into the Employer's grading system. The employee must maintain a key for translating the grades from the employee's system to the Employer's.

High School unit employees will enter any grades or cumulative GPA into the Employer's grading system on a weekly basis for any student the Employer identifies to the employee for the purposes of determining student eligibility for extra-curricular activities.

If the Employer takes action to change a student's grade without the consent of the affected unit employee or directs the unit employee to change a grade, a written statement from the Employer will be provided to the employee. The written statement will be provided to the employee at the same time as the directive to change the grade or if the Employer changes the grade. The written statement will state the change in the grade and/or passing or failing of the student was done at the discretion of the Employer.

Section 8.

In the interest of promoting school-home partnerships, and facilitating open communication, the Employer will schedule three (3) days of parent-teacher conferences each school year in the Association's bargaining unit. The FRS and school administration at each school will work out

the plan for how these three (3) days are to be scheduled. However, there will be at least one (1) day of parent-teacher conferences each semester. It is understood that these conferences shall be completed within a normal duty day.

Section 9.

Unit employees are professional educators and have the freedom to develop their own lesson plans, as the employee is most familiar with their students and is in the best position to develop lessons to maximize the success of their students, based on the Employer's standards.

Employees will not be required to submit their lesson plans to the Employer. The Employer will not require unit employees to develop "common lesson plans," as this interferes with the employees' ability to differentiate instruction for students and to meet the needs of their students.

Section 10.

DoDEA uses standards-based education. Unit employees will use their professional judgment in determining the appropriate materials to address the Employer's standards. The Employer is responsible for providing all curricular material and necessary supplies and materials to effectively teach the Employer's curriculum, but unit employees may use any resources that they deem best in their professional judgment to be meet the needs of their students in achieving the Employer's standards.

Section 11.

The Employer shall provide all unit employees with a working environment that is free from bullying, harassment and threats.

Section 12.

Background checks for unit employees shall not go back more than five (5) years from the time the background check begins. Any newly discovered information about a unit employee obtained after a background check has been completed cannot be used against the unit employee for disciplinary or adverse actions.

Section 13.

The Employer will not initiate or respond to a request for information about a unit employee or a former unit employee from a prospective non-Federal employer and/or educational certifying agency unless the employee has submitted a signed release. Otherwise, the Employer shall only provide the following: name, position(s) held, annual salary and periods of employment.

Article 52 – Substitutes

Section 1.

To the maximum extent practicable, the employer will solicit and use all available options to cover absences of unit employees, including but not limited to substitutes, locally-assigned ISS educators, and non-educator employees before assigning other unit employees in the school to fill in for the absent unit employee.

Section 2.

In the event that there is a shortage of approved substitutes, the Employer at the school level will inform the FRS in writing of how management will add additional substitutes, including plans for the recruitment and retention of substitute educators.

Section 3.

In the event that a unit employee is assigned to substitute duties to fill in for another unit employee who is absent, the Employer will provide the fill-in unit employee with a \$100 on-the-spot cash award for performing duties above and beyond their normal duties.

Section 4.

Any unit employee who has successfully completed required security or background checks and retires or resigns for reasons unrelated to discipline or performance, will retain the successful clearance into retirement to work as a substitute at any school in the Association's bargaining unit until the clearance expires or is required to be renewed.

Article 53- Supplies

Section 1.

In recognition of the overseas duty stations of the schools, unit employees who are new to the bargaining unit may request the Employer procure up to \$300 of consumable school supplies no later than September 1 of their first school year for student or classroom use, in order to prevent the educator from not having sufficient consumables to supplement instruction.

Unit employees will submit a list containing the specific consumable items requested, the number of each item requested, and a one or two sentence explanation of how the supplemental materials will be used. The Employer will review and respond within three (3) school days. If any part of the request is denied, the unit employee may submit a new request of different materials within five (5) school days. The Employer will review and respond within five (5) school days.

Section 2.

Unit employees may annually request no later than September 1 of each school year for the Employer to procure up to \$200 of consumable school supplies for use in the classroom or by students that supplements the Employer designated curriculum or standards.

Unit employees will submit a list containing the specific consumable items requested, the number of each item requested, and a one or two sentence explanation of how the supplemental materials will be used. The Employer will review and respond within three (3) school days. If any part of the request is denied, the unit employee may submit a new request of different materials within five (5) school days. The Employer will review and respond within five (5) school days.

Section 3.

Sections 1 and 2 do not excuse or eliminate the Employer's responsibility for providing all necessary curricular materials, copy paper, or other consumable materials required to unit employees to allow their students to successfully achieve the Employer designated curriculum and standards.

Article 54 – Excessing

Section 1.

When the school receives its annual staffing documents, the Employer and the FRS will meet to determine whether it will be necessary to determine any unit employees' excess to the school. In the event that it is determined that the school is in an excess situation, the Employer and the FRS will use the procedure and flowchart attached at the end of this Article to determine which unit employee(s) should be excessed.

Section 2.

Unit employees who are determined to be excess are eligible for placement in vacancies in the bargaining unit that they are qualified for in accordance with the procedures in this Article.

Section 3.

Excessed employees will be offered VERA/VSIP and the offer will be attached to their excess notification letter. All excessed unit employees who apply for VERA/VSIP will be approved. If the employee turns down VERA/VSIP, they remain eligible for placement in vacancies in the bargaining unit that they are qualified for in accordance with the procedures in this Article.

Section 4.

Excessed unit employees will provide the Employer with a list of their certifications, in order of what they would prefer to teach. They will also provide the Employer with a list of locations, in order of preference, where they would like to be assigned.

Once all excess unit employees in each District are identified, the Employer will compile a list of vacancies available throughout the bargaining unit. This list of vacancies will include the school name, what type of school (Elementary, Middle, High, Unit School, etc.), what teaching categories will be required to fill the vacancy, and the location of the school.

Section 5.

No vacancy for excess placement may list more than two (2) teaching categories. Upon verification of all vacancies and teaching categories, excess unit employees will be placed in these vacancies based on their certification, service computation date (SCD), and previous duty station. The parties will negotiate the timelines and procedures for placement of excess educators to completion annually.

AP and specialist CTE course cannot be used as limiting factors for unit employee movement when training can be procured.

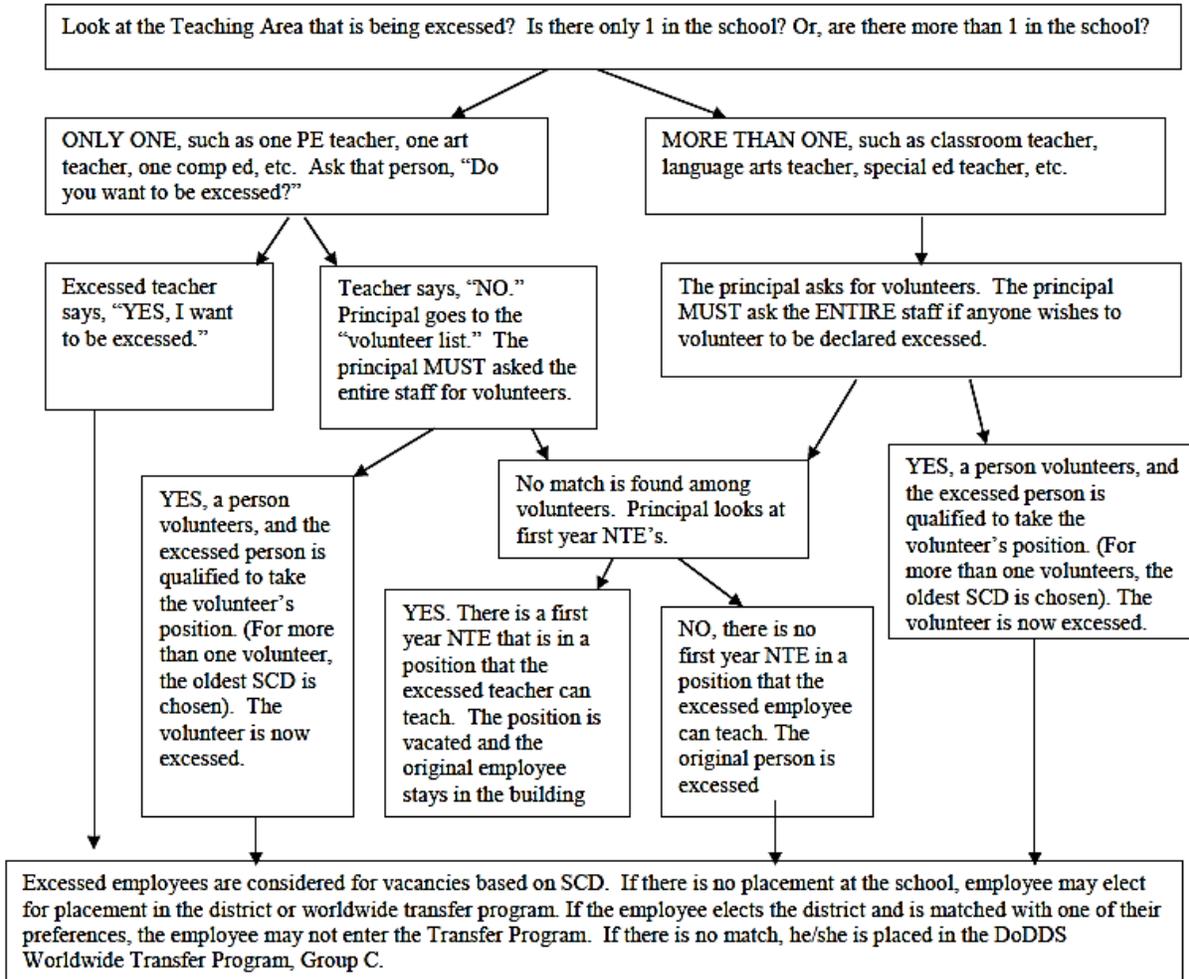
Section 6.

The process and timelines for the placement of excess educators will be tolled during breaks in excess of four (4) days.

Excessing Flow Chart

School	Name	Area currently teaching*	Areas in which teacher is certified and/or qualified	SCD

*Is there someone else in the building that is also teaching in this assignment? List all (along with his/her/their SCD's):



List all volunteers/Current Assignment/SCD

- 1.
- 2.
- 3.
- 4.

List all first year NTE's/Current Assignment

- 1.
- 2.
- 3.

Excessing Procedure in DoDDS Schools

If a position is declared excessed in a school building the following procedures will be followed:

1. **The sharing of information.** The FRS is given the staffing documents and a current list of all employees. The administrator explains how the decision was reached as to what position is excessed. The FRS can give input into this decision. The FRS also has the right to see the certification areas of all employees along with their service computation date (SCD) in order to ensure a fair process.
2. **Excessed person is the only one in that position in the school.** If there is only *one person in that position*, i.e., a TAG position, an ESL teacher, a PE teacher (only one in the building), then the person has the right of first refusal. They state if they wish to be declared excessed. If they do, then they are offered a job within the district if one is available. If none is available or they decline the district position, then they are placed in the worldwide transfer program.
3. **Excessed position is occupied by more than one person in the school or the person wishes not to be excessed.** If the excessed position is currently served by more than one person (or by one person who wishes not to be declared excessed), *volunteers are sought*. The administration must ask ALL staff members if they wish to be declared excessed.
4. **Using the volunteers.** One looks at the *list of volunteers* and arranges them in order by service computation date, with the oldest SCD on top. Then the question is asked: If this person is moved out, can the person who is in the originally excessed position takeover the job? If so, the volunteers goes, and the originally excessed person stays. One continues down the volunteer list until a *match* is found. The volunteer is offered any available position in the district or is placed in the worldwide transfer program.
5. **Using NTE's.** If there are no volunteer matches, then the school must look at *unconverted (not eligible for conversion) NTE's*. These are arranged by SCD, with person with the most recent hire date on top. Then the question is asked: If this person is moved out, can the person who is in the originally excessed position takeover the job? If so, the NTE goes, and the originally excessed person stays. One continues down the list until a match is found.
6. **Final decision.** If there are no matches through volunteers or unconverted (not eligible for conversion) NTE's, then the person who was originally noted as excessed is offered a position in the district, if one is available. If none is available, or the employee declines the slot, the employee is excessed.
7. **In-district vacancies.** The excessed employee is told of vacancies for which s/he is qualified in the district. If the employee declines these positions, the employee is placed in the Transfer Program
8. **The Transfer Program.** The employee is placed in Group C of the Transfer Program. FEA encourages the employee to give FEA-Washington a list of all schools in priority order in case none of the choices on his/her application is available. The employee can ask for reconsideration, and be considered for future vacancies within the district.
9. **Pack out dates:** Educators who request reconsideration should schedule a pack out date for as late in the summer as possible.

Article 55- Preparatory Time

Section 1.

Elementary School unit employees will be provided with 225 minutes of preparatory time (prep time) each week during the school year. This time is usually to be used to prepare lesson plans, contacting parents or administration, consulting with other staff members, bathroom breaks and similar activities.

This prep period should not be used for grade level or staff meetings, scheduled collaboration, Employer directed training, parent conferences, IEP/504/SPED meetings, or duties/tasks directed by the Employer. Only in emergency and exigent circumstances can the Employer assign duties during and employee's prep period, and shall not assign duties on a regular or scheduled basis during the employee's prep period. In the event the Employer does assign duties during the unit employee's prep period, the Employer will provide the employee with an "on-the-spot" cash award of \$100 as recognition of the employee working above and beyond their normal duties.

Section 2.

Secondary school unit employees will receive two (2) periods of preparatory time (prep periods) for each instructional day during the school year, which will be built into the master schedule. This time is usually to be used for preparing lessons for the next day, contacting parents or administration, consulting with other staff members, bathroom breaks, meeting with students outside class time, and similar activities.

These prep periods should not be used for grade level or staff meetings, scheduled collaboration, Employer directed training, parent conferences, IEP/504/SPED meetings, or duties/tasks directed by the Employer. Only in emergency and exigent circumstances can the Employer assign duties during prep periods, and shall not assign duties on a regular or scheduled basis during the employee's prep periods. In the event the Employer does assign duties during the unit employee's prep periods, the Employer will provide the employee with an "on-the-spot" cash award of \$100 as recognition of the employee working above and beyond their normal duties.

Article 56 – School Year

Section 1. – School Year

The school year for unit employees is 186 working days. If the Employer extends the school year beyond 186 working days for any unit employee, including early return/late departure, the employee(s) will be compensated at their daily rate for the 187th and any subsequent days thereafter.

If the Employer extends the school year to more than 186 days, including early return/late departure, the compensation at an employee's daily rate each additional day beyond 186 shall be included in unit employee's base compensation for retirement purposes.

Section 2. – Orientation Time at the Start of the School Year

Unit employees generally report to school for three (3) workdays of orientation time before students arrive at the school. The Employer will provide unit educators with two and one-half (2.5) workdays during orientation time of uninterrupted time free of faculty meetings, trainings or like events to allow unit educators to prepare classrooms for the return of the students.

At the end of each school year, the Employer and the FRS at the school will consult on the orientation time schedule for the start of the next school year.

Unit employees at each school will receive notice of the orientation time schedule for the next school year at least three (3) work days before the last work day of the school year. Unit employees who are reassigned to a different school will be notified by the Employer of the orientation time schedule at their new school at least two (2) days before the last work day of the school year via the Employer's official email system.

Section 3. – Early Return/Late Release

If the Employer directs early return/late departure for unit educators, these days are part of the school year and the daily rate received by unit educators for each workday is part of their school year basic compensation for retirement purposes.

In order to allow for unit employees to have sufficient time to adjust summer and/or RAT travel plans, the Employer will inform any unit employee who is directed to perform early return/late release with written notice using the Employer's official email system no later than one hundred twenty (120) days before the end of the school year.

Section 4. – Closing/Opening Schools

If the Employer decides to open/close a school building, the Employer will provide two (2) days of Administrative Leave for employees to pack up at the closing school and two (2) additional days of Administrative Leave to set up at the new school building. If a unit employee requests additional time, the Employer in coordination with the school FRS will review the request on a case-by-case basis. The Employer shall not unreasonably withhold additional time. All pack out and set up days are to be performed during the school year, except as provided below.

If a unit employee at a closing school or a closing building cannot set up their new classroom at the new school or building because the assigned room/building is in use through the end of the school year, the Employer will authorize Early Return for the unit employee to return and set up the classroom at the new school building. The Early Return procedures will be in accordance with this Agreement.

Unit employees will only be required to move their personal items. If a unit employee has physical limitations or item(s) that are too large/heavy for the employee to move, they can ask for assistance from the employer, or ask the Employer to move the item(s).

No unit employee shall be directed by the Employer to assist other educators in the pack up of their classrooms. No discipline will be given to any unit employee for completing the pack up of their classroom faster or slower than the other unit employees, as each unit employee has different materials for use or may have physical limitations.

If any unit employee is injured or infected with any disease in the pack up and/or set up process, this is an injury sustained in the performance of duty.

Section 5. – Moving classrooms within a school building

The movement of unit employees from one classroom to another in the same school building shall be kept to a minimum, and shall not be directed arbitrarily or as a form of discipline. The Employer shall first request volunteers to have their classrooms moved before directing any employer to move their classroom.

If the Employer directs an employee to move their classroom, the employee may submit reasons why they should not be moved, including any physical limitations or other similar issues that may cause hardships for the employee. The Employer must give full consideration to these reasons and shall not effect the move unless and until no other options remain.

The Employer will provide unit employees directed by the Employer to move their classroom from one room to another within a school building one (1) day of Administrative Leave for employees to pack up their room and one (1) additional days of Administrative Leave to set up the new classroom.

If a unit employee requests additional time, the Employer in coordination with the school FRS will review the request on a case-by-case basis. All classroom moving days are to be performed during the school year, except as provided below.

Unit employees will only be required to move their personal items. If a unit employee has physical limitations or item(s) that are too large/heavy for the employee to move, they can ask for assistance from the employer, or ask the Employer to move the item(s).

No unit employee can be directed by the Employer to assist other educators in the moving of their classrooms. No discipline will be given to any unit employee for completing the movement of their classroom faster or slower than other unit employees, as each unit employee has different materials for use or may have physical limitations.

If any unit employee is injured or infected with any disease in the classroom moving process, this is an injury sustained in the performance of duty.

Section 6. – Transferred/Reassigned Unit Educators

If a unit educator is transferred or reassigned, the Employer will provide two (2) days of Administrative Leave to pack up classroom materials at the educator's current school and two (2) additional days of Administrative Leave to set up at the new school building.

Section 7.

Newly hired unit employees who attend Employer directed orientation for pay, human resources and other issues will be placed in a pay status during this orientation, using the employee's daily rate.

Article 57- Trial Period

Section 1.

The terms “trial period” and “probationary period” are used interchangeably in this Agreement.

Section 2.

DDESS Educators who have already completed their trial period in the DDESS schools and are reassigned or transferred to a DoDDS school in the Association’s bargaining unit without a break in service will not have to serve a trial period in DoDDS.

DDESS Educators who previously completed their trial period in the DDESS schools, are assigned to a DoDDS school in the Association’s bargaining unit without a break in service of more than three (3) school years will not be required to serve a trial period in DoDDS.

Former DDESS Educators who previously completed their trial period in the DDESS schools, are assigned to a DoDDS school in the Association’s bargaining unit, and have a break in service of more than three (3) school years will serve a new trial period in DoDDS.

Section 3.

A unit employee who meets the “Preference Eligible” requirements of 5 U.S.C. 2108 must only serve a trial period of one (1) school year in accordance with 5 U.S.C. 7511(a)(1)(B). If a Preference Eligible unit employee is appointed or begins service after the first day of the school year, the trial period will end one calendar year from the date the unit employee’s first day of service with the Employer.

Section 4.

In recognition that the students the Employer’s schools serve are predominantly from under-represented groups and that current employees do not proportionately reflect the students served, the Employer will provide support to trial period educators from under-represented groups in the bargaining unit to maximize their retention rates and create a workforce more reflective of the students the Employer serves.

To this end, the Employer will offer annual stipends of \$3000 to experienced unit employees to serve as mentors to under-represented unit employees during their trial period. The Employer will attempt to the maximum possible extent to provide mentors to the unit employee from the same under-represented group. However, serving as a mentor will not affect the performance appraisal of any mentor unit employee.

As it is the Employer's duty to ensure the success of every employee, the Employer may also offer stipends of \$3000 to experienced unit employees to mentor any bargaining unit employee during their trial period in order to improve retention and performance, which will also not affect the performance appraisal of any mentor unit employee.

The Employer will also offer to meet with the trial period employee together with the FRS or any other unit educator of the employee's choice to informally discuss performance and offer any assistance that may be available to help improve performance. This meeting will not be part of the official performance appraisal process. The intent is solely to increase the retention rates of educators in the bargaining unit.

Article 58 – Additional Compensation

Section 1. – Work Performed Outside of the Duty Day

When the Employer directs a unit educator to perform work outside of the duty day, the Employer shall pay the educator at their hourly rate of pay for the work.

The hourly rate is determined as follows for each unit educator. The unit educator's annual pay is divided by 186, which provides the daily rate. The daily rate is then divided by seven (7), which provides the unit educator's hourly rate of pay.

When a unit educator is paid for work performed outside of the duty day, the pay will be provided in quarter-hour increments. These quarter hour increments are determined by dividing the unit educator's hourly rate of pay by four (4).

For each 1-15 minutes of work outside of the duty day, the unit educator will receive one (1) quarter hour increment of their hourly rate of pay.

For each 16-30 minutes of work outside of the duty day, the unit educator will receive two (2) quarter hour increments of their hourly rate of pay.

For each 31-45 minutes of work outside of the duty day, the unit educator will receive three (3) quarter hour increments of their hourly rate of pay.

For each 46-60 minutes of work outside of the duty day, the unit educator will receive their hourly rate of pay.

Section 2. – Procedures for work performed outside of the duty day

The Employer may assign work outside of the duty day to unit employee(s) in accordance with the following procedures. Work encompasses any Employer directed staff meetings, parent-teacher conferences, back-to-school nights, bus duty, committee meetings, required data entry, collaboration, and similar educationally-related assignments of duty.

The Employer will provide the school FRS with at least three (3) weeks advance written notice of the intent to assign work to a unit educator, a group of unit educators or the entire staff. The written notice to the FRS will specify who will perform the work, how long the work is expected

to take, exactly what duties the educator(s) will perform, where the work will be performed and whether the educator(s) will perform the work with students, parents or other staff.

The Employer may elect to allow volunteers to perform these assigned duties in place of the unit educator(s) assigned to perform the work. However, the request must be voluntary and the volunteer must be approved to perform the work in place to the unit employee originally assigned the duty prior to the work being performed.

Except in the case of an emergency declared by an appropriate authority, if the Employer does not provide three (3) weeks advance notice, or changes the unit educator(s) assigned to perform the work without advance notice, the unit educator will be paid at 1.5 times their hourly rate for each hour of work performed. Appropriate authority for declaring an emergency includes the base commander, or military command in the Area, the President of the United States, or the U.S. State Department.

Section 3. - National Board Certification

The Employer will provide unit employees who achieve National Board Certification with an annual cash stipend of \$2000 for as long as they retain this certification. The Employer will provide the unit employee this cash award in the employee's paycheck during the last pay period of the school year.

Section 4. – Annual Required Training

Unit employees who are required to complete annual training required by law or regulation as part of their conditions of employment by the Employer will complete this training in accordance with this section. The parties agree that Association unit employees will complete the annual trainings listed above within the first two (2) months of each school year.

The current annual trainings required for unit educators as of the effective date of this agreement are: Privacy Act/PII training, Anti-Terrorism Level 1 Awareness training, Counterintelligence Awareness, Operations Security, Information Assurance training, Hazard Communication training, NO FEAR training (once every two years), CTIP training, Bloodborne Pathogens training and Ethics training.

The Employer will set up and maintain a website which unit employees can access all of these trainings. The website will provide step-by-step instructions on how to complete each training, what tasks to perform, whether certificates of completion must be printed/submitted, what information or materials will be required for the trainings, and whether the training requires a specific Internet browser. The website will also list the estimated required time to complete each of the annual trainings.

In the event that any of the trainings require a unit employee to use their CAC card, or any other Employer provided ID, the Employer will allow unit employees to use a government CAC-enabled computer in the employee's school/classroom to complete the training outside of the duty day.

The website will also contain a "portal" for unit employees to submit any certificates or other required documentation to the Employer for the training. The Employer will include a fillable online form on the website for unit employees to use to certify completion of each training. Upon completion of all required trainings, unit employees will submit the completed fillable form via the website portal to the Employer.

The Employer will certify the unit employee's completion of the annual trainings within one (1) pay period after submission of the completed fillable form. The Employer will process a stipend of \$500 within two (2) pay periods after submission of the completed fillable form by the unit employee.

In the event that any of the above-listed annual trainings are revised, terminated or changed, or if additional annual trainings not listed above are subsequently required, the parties will negotiate the impact and implementation of the changes or new trainings, to include increasing the stipend if the changes or new trainings require additional time.

Section 5. - Recruitment and Longevity

Unless and until Congress provides Legislative relief for the tax liability incurred by newly-hired DoDEA unit employees who use travel orders to their first duty station or for DoDEA unit employees who use Separation Travel orders to return to the United States, the Employer will provide an incentive to offset these costs.

Newly-hired DoDEA unit employees (recruitment) who use travel orders to their first duty station as well as DoDEA unit employees who use Separation Travel orders to return to the United States upon retirement (longevity), will be provided a one-time \$10,000 incentive, annually adjusted for inflation at the U.S. Treasury rate, in January of the calendar year after they complete the travel. This incentive is in addition to and exclusive of any VERA/VSIP or other incentive, allowance or benefit the unit educator may receive.

Section 6. – Student Loan Repayment

In light of the significant costs associated with recruiting new employees, such as but not limited to the taxes on a PCS move for a new employee and PCS costs, in order to improve retention, in accordance with 5 U.S.C. 5379 (Student Loan Repayment), the Employer will administer a program to provide unit employees who have eligible student loans under the coverage of this statute with repayment of such loans.

In recognition of the under-representation of minorities in the bargaining unit compared to the student body the schools serve, in accordance with 5 U.S.C. 5379(e), the Employer will use this incentive as a recruitment and retention tool for unit employees from under-represented groups in the bargaining unit. However, the Employer will accept and provide this benefit for unit employee applications for student loan repayment who are not an under-represented minority, so long as the employee is otherwise eligible.

Unit employees are eligible to receive this incentive regardless of how long they have been in repayment or how much remains on their eligible student loans. The agreement will begin with the start of the school year after the employee enters into a written agreement with the Employer.

If a unit employee has \$10,000 or less in student loans remaining and eligible for repayment, the unit employee will sign a three (3) school year service agreement with the Employer.

If a unit employee has \$10,001 to \$30,000 in student loans remaining and eligible for repayment, the unit employee cannot be required to sign more than a four (4) school year service agreement with the Employer.

If a unit employee has \$30,001 to \$60,000 in student loans remaining and eligible for repayment, the unit employee cannot be required to sign more than a five (5) school year service agreement with the Employer.

The Employer agrees that if a unit employee is involuntarily separated for non-disciplinary actions before completing the service agreement, the unit employee will not be required to repay any amounts paid by the Employer under this program.

The Employer agrees that if a unit employee voluntarily separates before completing the service agreement, so long as the reason for separation is in the government's interest or is acceptable to the Employer, the Employer will waive collection of any amounts paid under this program.

Section 7.

The Employer will provide the Association at the National level with notice of the budget it has planned for any incentive, cash or honorary awards during the school year. The Employer will indicate whether the budget has increased, decreased or remained the same.

The Employer will provide to the FRS at each school in June of each school year a list of all unit employees at the school who received any incentive, cash or honorary awards from the Employer during that school year, as well as listing the amount of the award.

The Employer will also provide the Association at the National level with a list of all incentive, cash or honorary awards that were proposed for unit employees, but were not awarded, together with an explanation of why the award was denied.

If the Employer develops an issuance to provide incentive awards in the Association's bargaining unit, the procedures in Article 7 will be used to implement the program.

Article 59 - Duration and Successor Agreement

Section 1.

This Agreement shall remain in full force and effect for one (1) calendar year from the date of execution. 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.

Section 2.

The Employer shall arrange for the printing and distribution of a copy of this Agreement in each school in the Association's bargaining unit. The Employer will provide one paper copy of the Agreement to the FRS at each school, one paper copy to the school Information Center, one paper copy for the school administrative office, one paper copy for each of the Association's District and Area Representatives, and 60 paper copies upon execution to the Association's National office.

In addition, the Employer will place a shortcut on each Employer computer in the Association's bargaining unit, which will link directly to the fully executed text of this Agreement.