

**Collective Bargaining
Agreement (CBA)
Between
Department of Defense
Education Activity
(DoDEA)
And
Federal Education
Association
(FEA)**

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ARTICLE 1 – PREAMBLE

Section 1.

This Agreement is made and entered into by and between the Federal Education Association hereinafter referred to as the “Association,” “Union,” or “FEA” and the Department of Defense Education Activity hereinafter referred to as the “Agency,” “Management,” or “DoDEA.”

Section 2.

The purpose of this Agreement is to comply with 5 U.S.C. 7101, *et seq.*, by establishing a basis for orderly and constructive dealings between FEA and DoDEA. Both Parties recognize that Congress has found that labor organizations and collective bargaining in the civil service are in the public interest.

ARTICLE 2 – CONDITIONS OF THE AGREEMENT

Section 1. Relationship to Laws and Government-Wide Regulations

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

This Agreement supersedes any non-government-wide (DoD/DoDEA) regulations or directives pertaining to personnel policies or practices or other general conditions of employment where in conflict with this Agreement. Where there is no conflict, such regulations and directives will be applied consistent with the Parties' bargaining obligations.

B. Either during orientation sessions or the first faculty meeting, DoDEA shall acknowledge and recognize FEA as exclusive representative of the unit, and the school's Faculty Representative Spokesperson (FRS).

C. In schools with more than one administrator, DoDEA will, within twenty (20) days of the beginning of school, advise the FRS/designee, and also post for the faculty a list delineating the responsibilities/duties of each DoDEA administrator at the school.

D. DoDEA shall maintain at each school a complete set of current DoDEA Directives and/or other issuances applicable to unit employees at the school where such documents are not otherwise available on the Internet or Intranet.

E. DoDEA shall furnish to FEA at the appropriate level, upon request, to the extent not

prohibited by law, and supported by particularized need, data –

1. which is normally maintained by DoDEA 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 DoDEA officials or supervisors, relating to collective bargaining.

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

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

Section 2. Association

A. FEA 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. FEA shall represent the interests of all employees in the unit without discrimination and without regard to labor organization membership. FEA shall be given the opportunity to be represented at:

1. any formal discussion between one or more representatives of DoDEA and one or more employees in the unit, or their representatives, concerning any grievance or any personnel policy or practices or other general conditions of employment.
2. any examination of an employee in the unit by a representative of DoDEA 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. DoDEA shall annually inform unit employees of their rights as indicated in Section 2.A(2).

C. DoDEA 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 FEA business shall be conducted;
2. meeting does not interfere with the instructional day; and
3. members of the faculty are free to leave at the end of the faculty meeting.

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

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

Section 3. Employee Rights

A. Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and such employee shall be protected in the exercise of such right. This also includes the right to act for a labor organization and, in that capacity, present the views of the Association to the Agency.

Neither the Agency 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 Agency shall not encourage or discourage membership in the Association.

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

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

C. Personnel Files

1. The Agency shall establish, maintain, and retain unit employees' personnel records only in accordance with law, regulations, and this Agreement. To the extent permitted under the Privacy Act, unit employees and/or their designated representatives shall have access to records contained in their personnel file(s) and further, shall be entitled to make a copy of any or all material contained therein.
2. Material relating to a unit employee's conduct, service, character, or personality that is to be placed in the employee's personnel file(s) shall be first shown to the employee. The unit employee shall acknowledge that the employee has seen such material by affixing the employee's signature to the document to be filed with the understanding that the signature merely signifies that the employee has been shown the material and does not indicate agreement with its contents. Further, the employee shall have the right to request removal or amendment of objectionable material and to attach a written response to the material to be placed in said file.
3. Records of admonishment, letters of caution, warning, reprimand, and similar non- adverse action documents shall not be used against the unit employee unless a disciplinary, administrative, or judicial proceeding has been instituted within one (1) year from the time of the initial action provided it is of a similar nature.
4. In the event that a unit employee's pay is not received on the established pay day, upon the unit employee's request, the Agency will request from the servicing finance office that a replacement salary be issued as soon as possible.

Unit employees are encouraged to maintain official documents they receive related to pay and leave and to carry such documents with them when they are transferred or reassigned. When the finance records of a unit employee are lost, destroyed, or delayed in conjunction with a reassignment or transfer, the Agency agrees to accept the unit employee's most recent "Earnings and Leave" statement or Standard Form 50, Notification of Personnel Action, as evidence of the proper basis for payment until the actual pay records have been reconstructed or received.

E. If a unit employee is to be served with a warrant or subpoena or is to be interviewed in connection with an investigation while at school in the performance of assigned duties, and the Agency has advance notice, the Agency shall make every reasonable effort to ensure that such activity is done in private without the knowledge of other employees or students.

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

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

H. The biweekly base pay for unit employees will be the appropriate school year salary divided by the number of pay periods, normally 21 or 26, in the school year. The biweekly base pay will be reduced by the daily rate, 1/190th of the school year salary, for each day of absence in a non-pay status occurring on a workday within a pay period.

Section 4. Management Rights

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

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 Agency and the Association from negotiating –

1. at the election of the Agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
2. procedures which the Agency 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.

Section 5

This Agreement does not extinguish existing memorandums of understanding (MOU) between the Parties. Such MOU's will survive for the period of time identified therein unless in conflict with or extinguished by this Agreement. MOUs that implemented regulations, manuals, or administrative instructions that, have been canceled, revoked, or revised, prior to the effective date of this Agreement, shall not continue.

ARTICLE 3 – GENERAL ADMINISTRATION PROCEDURES

Section 1.

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

Section 2.

In the event it is suspected that a bomb may be in the building where a unit employee is located and a bomb alert is announced, the employee's responsibility is to assist in the evacuation of the building and report any unusual objects observed during the evacuation. Under no circumstances, shall the employee be required to participate in a bomb search or to stay in the building.

Section 3.

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

minimizing such disruptions.

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

ARTICLE 4 – FEA/DoDEA COOPERATION

Section 1.

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

B. At the start of the school year, the Agency agrees to provide the Association at the national level a listing (by regions) containing the following information concerning employees in the bargaining unit:

1. Name
2. Work location
3. Service computation date

4. Classification and grade
5. Salary
6. Not-to-Exceed date

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

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

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

Section 2.

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

Section 3. District/School Level Consultations

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

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

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

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

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

Section 4.

Consultations at the Region and National levels shall be held by mutual agreement.

Section 5.

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

Section 6. Levels of Communication

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

First Level - School Administrator/FRS/Designee. The FRS at each school shall notify the Principal in writing each school year of any unit employee designated to act in the absence of the FRS.

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

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

Fourth Level - Director, DoDEA/Association President.

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

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

ARTICLE 5 – OFFICIAL TIME

Section 1. General

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 their official representational duties for the school in accordance with the following:

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.

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

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

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.

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

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 a school with a comparable number of unit employees.

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

- 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

Two (2) Area Representatives: Half-Time official time/Half-Time LWOP

Six (6) District Representatives: Half-Time official time/Half-Time Duty

- A. 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. The Association will provide an annual notice to management identifying all of the individuals holding the positions in Section 3A.

Section 4. Procedures for the Use of Official Time

When an Association representative leaves their work site for the purpose of meeting with a unit employee(s) at another work site, the representative shall notify their 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 Agency representative the amount of official time used.

Section 5. Training.

The Association shall be entitled to one (1) full workday during the first school year of this Agreement to participate in joint training with the Agency with Association representatives listed in sections 2 and 3, concerning labor-management relations and this Agreement.

[SAMPLE]
Request for Official Time

To (Supervisor):

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

Representational duties to be performed are (Check Applicable):

- ☐ (DAI OHO Code = BA) Term Negotiations
- ☐ (DAI OHO Code = BB) Mid-Term Negotiations
- ☐ (DAI OHO Code = BK) Dispute Resolution proceedings before FLRA during time employee would normally be in a duty status
- ☐ (DAI OHO Code = BD) For all activities not covered in BA, BB or BK, such as: Employee initiated grievance, appearing as a witness in any grievance proceeding, Preparing for term or mid-term bargaining, formal meetings, or other union representational activities.
-

Date(s) requested:

Date of request

Unit Employee and Association Title

Approved _____ Disapproved _____

Supervisor

ARTICLE 6 – INITIATING/PROCESSING ULP'S

Section 1.

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

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

B. Upon request of the charged party, the Parties shall meet within the fifteen (15) day period to attempt to informally resolve the issue. Regarding ULP's at the National or Region level, said meeting may be face to face, or by teleconference at the Association representative's work site unless the Agency provides the Association representative official time with travel and per diem to travel to the Agency'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 Agency shall be filed only by authorized officials or staff at the Region or National level.

Section 3.

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

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

Section 1. General

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

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

C. If either Party disagrees as to whether a subject matter or particular proposal is negotiable or is covered by this Agreement or another agreement at the National level, or that a proposal conflicts with the terms of this Agreement or other agreements at the National level, or if impasse is reached, the matter shall be resolved as provided by law or this Agreement.

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

Section 2. National/Regional Level/District.

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

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

C. The Agency shall notify the Association, in writing, of proposed changes in conditions of employment including a cover sheet briefly listing and explaining the changes being made (“Notice”). If the Association wishes to negotiate over the proposed changes, it shall notify the Agency and submit proposals, in writing, within twenty-five (25) days following receipt of the Notice. If advanced notification of the change cannot occur, the Parties agree to expedite the process. Only those proposals directly related to the proposed changes, and not otherwise beyond

the scope of the proposed changes, shall be subject to negotiations. Upon receipt of the Association proposals, negotiations shall be promptly scheduled and held.

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

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

Section 3. Local Level.

A. The Parties agree that at the school level, matters appropriate for discussion (personnel policy or practices or other general conditions of employment) are best resolved on an informal basis.

B. Such matters arising at the school level that fall within the scope of bargaining may be negotiated at the National, Region, or District level, provided a reasonable amount of time has been allowed at the local level to informally resolve such matters. The Parties agree that the Agency and the Facility Representative Spokesperson, upon request, shall meet to consult on such matters at reasonable times as may be necessary. In the event the matter is not resolved at the school level, the Association may submit written proposals to the Agency at the Region level within a reasonable time.

ARTICLE 8 – DIVERSITY, EQUITY, and INCLUSION (DEI)

Section 1. DEI Policy

The Agency and the Association affirm their commitment to promoting the principles of diversity, equity, and inclusion (DEI) in the bargaining unit. The Parties agree to cooperate to cultivate a diverse and inclusive workforce with equal accessibility to opportunities, resources, and support. The Parties agree to cooperate to promote diversity, equity, inclusion, and accessibility, defined as follows:

- a. The term “diversity” means the practice of including the many communities, identities, races, ethnicities, backgrounds, abilities, cultures, and beliefs of the American people, including underserved communities.
- b. The term “equity” means the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.
- c. The term “inclusion” means the recognition, appreciation, and use of the talents and skills of employees of all backgrounds.
- d. The term “accessibility” means the design, construction, development, and maintenance of facilities, information and communication technology, programs, and services so that all people, including people with disabilities, can fully and independently use them. Accessibility includes the provision of accommodations and modifications to ensure equal access to employment and participation in activities for people with disabilities, the reduction or elimination of physical and attitudinal barriers to equitable opportunities, a commitment to ensuring that people with disabilities can independently access every outward-facing and internal activity or electronic space, and the pursuit of best practices such as universal design.

Section 2. DEI Cooperation

- a. The Agency and the Association will cooperate to advance the policy set forth in section 1 of this Article as it applies to bargaining unit employees. Agency and Association officials shall periodically meet at the request of either Party to address concerns regarding diversity, equity, inclusion, and accessibility. The Agency encourages the Association to provide input for the Agency’s implementation of workplace diversity, equity, inclusion, and accessibility focused programs to foster an inclusive working environment.
- b. Upon request, the Agency shall provide access to the annual summary report created pursuant to section 5.1 of DoDI 1020.05, dated September 9, 2020, to the Association.

Section 3. Human and Civil Rights Coordinators (HCRCs)

FEA HCRCs may receive released time to facilitate the Agency’s DEI strategy up to a limit of 300 hours per school year for the bargaining unit with the understanding that such release time will be subject to supervisory approval, mission requirements, the ability of the Agency to obtain a qualified substitute for classroom educators, and that such release time is in accordance with applicable laws, rules, and regulations. Employees released under this section will appropriately record the release time on their timecard. The Agency will provide the balance of available release time upon request.

This Article will be operable only as long as the Agency determines to pursue its DEI strategy. The Union reserves its right to bargain to the extent provided by law the procedures and appropriate arrangements of the Agency’s decision to not pursue its DEI strategy.

ARTICLE 9 – TRANSFER PROGRAM

When DoDEA determines to restart the Transfer Program, DoDEA will give the Association notice and an opportunity to bargain the procedures for conducting the Transfer Program in accordance with 5 U.S.C. Chapter 71 and this Agreement.

ARTICLE 10 – STAFFING

Section 1. General Staffing Procedures.

A. When school vacancies exist and the Agency has determined to fill the vacancies, the Agency may consider filling such vacancies with qualified unit employees from within the school and/or school complex where the vacancies exist. It is understood, however, that the Agency may fill vacancies from any appropriate source and the Agency retains sole discretion to determine how a vacancy will be filled or who should be assigned to a position, based upon the needs of the Agency. This does not bar the Agency from soliciting, rating, or ranking candidates other than those designated above, e.g., from outside the unit, while soliciting, rating, or ranking the designated unit employees. It merely ensures that the designated unit employees will be considered for selection before others.

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

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

Section 2. Involuntary Reassignment(s)

A. The Agency retains full discretion to determine how a vacancy will be filled or who should be assigned to a position based upon the needs of the Agency and may, at its discretion, direct the reassignment of an employee. The reassignment may be from one location to another or from one grade/course to another.

B. Whenever employees are selected for involuntary reassignment, they will be provided as much advance notice as circumstances warrant. The written notice for involuntary reassignment will contain the following at a minimum:

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

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

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

D. Reassignment to a Different Classroom. DoDEA has determined that employees who are reassigned to a new classroom location shall receive:

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

2. If DoDEA determines that the employee does not require the allotted time to accomplish the move, the employee will return to their normal duties or, if the move was accomplished during a recess period or non-duty day, the employee's workday will conclude.

Section 3. Excessing Process

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

The Agency shall determine the employee(s) to be excessed at each school. The Agency will follow the procedures listed below when making decisions regarding employee excessing and the assignments of excess employees (for a graphical representation of the process, see Appendix A, School Level Excessing Guidance Flow Chart). However, the Agency retains sole discretion to assign employees outside this procedure based upon the needs of the Agency.

A. General Excessing Process:

1. Excessed employees should be placed in permanent positions in Association represented schools.
2. Pay retention will be granted in accordance with Article 23 of this Agreement to excess employees if applicable.
3. Guantanamo Bay, Cuba will be considered as part of the Europe West District and Europe Area for placement under the excessing process.
4. If an employee lists Cuba as a desired preference, or remains excess after the worldwide process, they will become eligible to be placed in Cuba vacancies.
5. Information related to the procedure for requesting a waiver of the transportation agreement will be included in the employee assignment letters.
6. Excessed Spouse(s):
 - a. If both spouses in the same school or complex are declared excess:
 - i. Both spouses may request joint consideration for the District, Region, and/or worldwide process.

ii. If both spouses request joint consideration, they will be ranked by the service computation date (SCD) of the spouse with the highest SCD.

iii. Efforts will be made to place excess spouses who request joint consideration within the same geographic location based on teaching categories.

b. If one spouse in the same school or complex is declared excess:

i. The non-excess spouse may not be considered for placement under this process.

ii. The non-excess spouse may be granted leave without pay for up to one (1) school year to accompany an excess spouse to the new location.

iii. The excess spouse is encouraged to consider locations that would provide the best opportunity for a possible opening for the spouse.

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

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

- a. School/Complex/Commuting area
- b. District
- c. Region
- d. Worldwide

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

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

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

- a. Vacancy in order of prioritized teaching categories and geographical preference.

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

B. School Level Process

1. The authorized manpower staffing document will be used to determine the appropriate employee(s) to be excessed.
2. The Agency will provide a copy of the school's authorized manpower staffing document to the FRS at the school.
3. Refer to the School Level Excessing Guidance Flow Chart in the Appendix of this Agreement.
4. Excessing shall be done using employee assigned positions by inverse (lowest) Service Computation Date (SCD).
5. If there are insufficient vacancies to place all employees identified as excess, the Agency will use positions occupied by any NTE employee for which the excess employee possesses the qualifications. The use of positions held by NTE employees will be done using NTE inverse SCD.
6. If there are insufficient vacancies/NTE positions to place all excess employees, the Agency will solicit volunteers from within the teaching assignment identified as excess, starting with the highest SCD.
 - a. If an employee (one or multiple employees depending on the number in excess) in that teaching assignment volunteers, they become an excess employee or
 - b. If there are insufficient volunteers within the teaching assignment to meet the excessing needs, the employee(s) with the lowest SCD shall be identified as excess and the Agency will then solicit volunteers from the entire school staff and
 - c. If there are employee(s) from the entire staff who volunteer to be excessed, the Agency will rank the request(s) by SCD and determine if the designated excess employee(s) possess the qualifications to be assigned to the assignment the volunteer holds. If an excess employee possesses the qualifications of the volunteer, the volunteer shall be designated as excess. If the excess employee does not possess the qualifications of the volunteer(s), the Agency will continue with the excess process as outlined below.

7. The Agency will provide the school's FRS with a list of excess employees and the reasons for their designations as excess.

8. The Agency will notify each excessed employee in writing that they have been designated as excess to their school and their available options.

9. If a school is closing or excessing is a result of restructured grade levels that result in students attending a DoDEA school in the same commuting area, the school that is gaining students completes their school level process. Employees excessed within the commuting area will be placed in remaining vacancies if qualified.

10. Excess employees not placed in the school level process will be moved to District Placement.

C. District Level Process

1. Excess employees who request to remain in their current District will be ranked in SCD order and placed in positions in their current District using the placement order specified in Section 3.A.8 above.

2. Excess employees who do not request to remain in their current District will be ranked in inverse (lowest) SCD order and placed in positions in their current District using the placement order specified in Section 3.A.8 above.

3. Placement of employees will be made in the following geographical order:

- a. Current Installation /commuting area
- b. District-wide

4. Excess employees not placed in their District will be moved to Region Placement.

D. Region Placement Process

1. Excess employees who request to remain in their current Region will be ranked in SCD order and placed in their current Region using the placement order specified in Section 3.A.8 above.

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

3. Excess employees not placed in Region will be moved to the worldwide process.

E. Worldwide Process

Excess employees will be ranked in SCD order and placed worldwide in order of prioritized teaching categories and geographical preference. If no position is available in

their worldwide location preferences, they will be considered for any vacant positions worldwide. (Except Cuba- See General Excessing Process, Article 10, Section 3.A.4)

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

G. Request for Reconsideration

1. Employees may request reconsideration if:

a. they are placed in a vacancy and teaching category for which they have never taught or did not request in accordance with Section 3.A.8 above; or

b. they are assigned a position outside their District and a subsequent vacancy for which they are qualified becomes available within their District.

2. Employees assigned vacancies related to an Agency-approved VERA or VSIP are not eligible for reconsideration.

3. Request for reconsideration must be submitted to the designated human resources office within seven (7) calendar days of being assigned a vacancy.

4. Reconsideration request will be considered for twenty-one (21) calendar days from date request was submitted by the employee.

5. Reconsideration determinations are at the sole discretion of the Agency.

H. NTEs.

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

ARTICLE 11 – REDUCTION IN FORCE

Section 1. Definitions

A Reduction in Force (RIF) is the systematic way of making organizational changes that provides retention preference on the basis of tenure, veteran preference, length of service and performance. Definitions of terms in this Article are as provided for in 5 C.F.R. 351.203. A RIF occurs whenever a competing employee is released from their competitive level by furlough for more than thirty (30) days, separation, demotion, or reassignment requiring displacement because of:

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

Section 2. Exclusions

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

Section 3. Notification to Association

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

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

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

Section 4. Notification to Bargaining Unit Members

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

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

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

Section 5. - Competitive Area

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

Section 6. Competitive Levels

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

Section 7. Retention Registers/Retention Priority

When determination is made to conduct a reduction in force, competing employees will be listed on a retention register in accordance with 5 C.F.R. 351.501 and 502 as follows:

1. Tenure Group. Tenure group I is first, followed by tenure group II, and then tenure group III;
2. Within Tenure group, by Veteran's Preference subgroups. Subgroup AD is first, followed by subgroup A, and then subgroup B; and
3. Within each subgroup, by years of service which includes performance credit. The employee with the earliest service date is entered first.

The retention register will be prepared from current retention records of employees. To provide adequate time to determine employee retention standing, only that information that is available at least ninety (90) calendar days prior to the scheduled issuance of RIF notices may be used, except to correct errors in the record that are discovered prior to the effective date of the RIF.

A. Tenure of employment. Competing employees shall be classified on a retention register as Group I (includes each permanent employee whose appointment carries no restrictions or conditions such as conditional, indefinite, specific time limit, or trial period), Group II (includes each employee serving a trial period or whose tenure is equivalent to a career-conditional appointment in the competitive service), and Group III (includes each employee whose tenure is indefinite or has a time limitation).

B. Veteran preference. Within each tenure group described in Section 7.a. above, competing employees shall be classified on the retention register based upon veteran preference in accordance with the priority order of retention factors established by the Secretary above as Subgroup AD (preference eligible who have a service-connected disability of thirty (30) percent or more); Subgroup A (preference eligible employees not included in subgroup AD), or Subgroup B (non- preference eligible employees).

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

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

Section 8. Placement Considerations

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

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

Section 9. Salary Retention Provisions

Pay retention, in accordance with Article 23 of this Agreement, shall be provided to bargaining unit employees who are demoted to a lower graded/paid position within DoDEA. A bargaining unit employee who is demoted and on retained grade and/or pay shall receive priority consideration for re-promotion to positions up to and including the grade/pay level from which demoted.

Section 10. Severance Pay

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

Section 11. Assistance to Employees

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

Section 12. Reemployment Priority List

The Agency shall establish and maintain a reemployment priority list (RPL) for bargaining unit employees separated due to RIF. Eligibility shall be determined by seniority of SCD. It is the Agency's policy that if there are not qualified part-time employees on the RPL for a

particular part-time position, full-time employees who have indicated availability for part-time work shall be placed if qualified and interested. Eligible employees will be registered on the RPLs for a maximum of two (2) years. If an employee declines a valid job offer, their name will be removed from the RPL. If a full-time permanent employee accepts permanent part-time employment, it will be considered a valid job offer; and the employee's name will be removed from the RPL. Acceptance of a temporary appointment will not alter a permanent employee's right to be offered permanent employment. (i.e., the employee's name will remain on the RPL).

Section 13.

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

Section 14.

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

ARTICLE 12 – GRIEVANCE PROCEDURE

Section 1. Generally

The negotiated grievance procedure is established to provide unit employees with an opportunity to raise matters of concern or dissatisfaction for informal and, where appropriate, formal consideration and resolution.

This Article also provides the two Parties to this Agreement with an opportunity to raise matters of concern or dissatisfaction for formal consideration by the other Party in accordance with Section 2 below. It is the intent of the Parties to resolve grievances informally at the earliest possible time, and at the lowest possible level.

The filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization, nor shall it be regarded as an unfavorable reflection upon the Agency or particular Agency officials.

Section 2. Applicability

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 Agency concerning:
 - a. the effect or interpretation or a claim of breach of the Collective Bargaining Agreement; or
 - b. any claimed violation, misinterpretation of any law, rule, or regulation affecting conditions of employment.

C. This procedure shall not apply to any grievance concerning:

1. any claimed violation of Subchapter III of Chapter 73, Title 5 U.S.C. (relating to prohibited political activities);
2. retirement, life insurance, or health insurance;
3. a suspension or removal under Section 7532 of Title 5 U.S.C.;
4. any examination, certification, or appointment;
5. the classification of any position which does not result in the reduction in grade or pay of an employee;
6. an advance notice as provided in Articles 13 and 14;
7. termination of trial period employees;
8. termination or expiration of temporary appointments;
9. non-selection for promotion or transfer from lists of properly ranked eligible; and
10. oral admonishments.

Section 3. Types of Grievances

A. Individual Grievance – It is understood that the Association may present a grievance on behalf of an individual unit employee. However, a unit employee may present a grievance on their own behalf under this procedure, provided that the Association is given the opportunity to be present during the grievance proceeding. The Agency shall send the Association District-level Representative where the employee is assigned a copy of the grievance within one (1) week of filing. Any resolution reached with the unit employee shall be consistent with the terms of this Agreement and a copy of the resolution shall be provided to the Association at the same time as it is provided to the employee. If the employee is represented by the Association, a copy of the resolution will be provided to the designated Association Representative for the employee.

An employee's claim may be addressed through only one type of grievance. Once the concern is resolved (e.g., remedy granted, matter dismissed by an arbitrator, matter no longer timely or greeable), it cannot be refiled (even under a different category of grievance). An Individual Grievance may be withdrawn unilaterally by the grievant or Association Representative in order to consolidate it with a Group Grievance if done before the issuance of a written grievance response/decision by DoDEA. After DoDEA has issued a written response/decision, the Parties at the Region level may mutually agree to consolidate it with a Group Grievance.

B. Group Grievance - One grievance filed on behalf of a group of employees, where the alleged violation involves more than one employee on the same issue. When the group is not represented by the Association, all unit employees electing to join in the grievance must be identified and must sign the grievance at the time it is put in writing. When the group is represented by the Association, the Association will have a representative sample of the group to sign the grievance at the time it is put into writing. There will be only one (1) Association representative for the group, if they choose to be represented by the Association. If the group chooses not to be represented by the Association, the Association will be given an opportunity to be present during the grievance proceeding and the Agency shall send the appropriate District-level Association Representative a copy of the grievance within one (1) week of filing and copy of any grievance decision at the same time it is provided to the group members. The final grievance decision will apply to all members of the group and each member of the group shall receive one (1) copy of the final decision. If the group is represented by the Association, the designated Association Representative will receive a copy of the grievance decision for the group.

C. Association Grievance – The Association may file a grievance in accordance with Section 2.B of this Article.

D. Agency Grievance – The Agency may file a grievance in accordance with Section 2.B of this Article.

Section 4. Individual and Group Grievances

Step 1. – Informal

The Parties agree that informal resolution of unit employees' grievances is desirable. To this end, unit employee(s) and/or their Association representative(s) should present any grievance informally to the supervisor prior to reducing a grievance to writing. Such informal presentation should take place within seven (7) calendar days of the act or incident giving rise to the grievance. The supervisor /or designee should arrange for a meeting within five (5) calendar days of the informal presentation of the grievance to fully discuss the matter and to attempt informal resolution.

Step 2. – Formal

A. Notwithstanding the provisions of Step 1 above, the unit employee or the Association

representative must present the grievance, in writing, to the appropriate supervisor within fifteen (15) calendar days of the act or incident giving rise to the grievance. The grievance shall be in the format described at the end of this Article.

B.1. The Principal or designee shall issue a written decision within seven (7) calendar days from the date the written grievance was received by the Principal. Such decision shall be transmitted to the grievance and the Association representative.

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

Step 3. – Review

A. When the grievance has not been resolved at Step 2, the grievant or their Association representative may submit their grievance to the Principal or designee within ten (10) calendar days from the date they received the Principal's or designee's written decision. In addition to the information submitted under Step 2, the grievant must include a statement as to why the Principal's or designee's decision is unacceptable. Within two (2) working days following receipt of the Step 3 grievance, the Principal or designee shall forward the grievance and a copy of their Step 2 decision to the DoDEA Region Executive or designee, with a copy of the forwarding letter to the grievant or Association Representative.

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

Section 5. Association and Agency Grievance Process

A. Association or Agency grievances may be filed only at the National level by the respective officials at the National level.

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

C. An Association grievance under Article 12, Section 2B (2) or (3) that relates to a specific incident or occurrence, must be filed within forty-five (45) calendar days after the incident or occurrence giving rise to the grievance.

An Agency grievance arising under Article 12, Section 2B (3), that relates to a specific incident or occurrence must be filed within forty-five (45) calendar days after the incident or occurrence giving rise to the grievance.

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

E. Grievances filed under this Section must contain sufficiently detailed information for the responding Party to have a reasonable opportunity to resolve the dispute. Grievants are encouraged to use the Grievance Form, modified as appropriate.

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

Section 6. Arbitration

A. Should either the Agency or the Association be dissatisfied with the final decision of the other Party in a grievance covered by this Agreement, the Party (Association or Agency) that brought the grievance may proceed to arbitration.

B. Arbitration may be invoked either electronically through the Federal Mediation and Conciliation Service's (FMCS) Online Arbitration System or by the submission of the appropriate FMCS form by the grieving Party to the other Party. The invocation must be made within thirty (30) calendar days after the date the final decision was either due from the responding Party, or was received by the grieving Party, whichever is earlier. Each Party will notify the other the name and contact information of the official the FMCS form should be sent to. Not later than five (5) days after the earlier of receipt or due date, the FMCS form shall be forwarded to the FMCS for referral of an arbitration panel.

C. Normally, within five (5) calendar days after receipt of an FMCS referral, the Party who invoked arbitration ("moving Party") shall contact the other Party to schedule a mutually agreeable time for arbitrator selection. Unless mutually agreed otherwise, the FMCS will be requested to provide a list of seven (7) arbitrators who will be attorneys with practices within the Washington, DC metropolitan area with Federal sector arbitration experience and members of the FMCS or American Arbitration Association panels and the National Academy of Arbitrators.

The Parties will select an arbitrator by alternately striking names from the referral with the name of the last arbitrator becoming the selection. The moving Party shall strike the first name. Absent mutual agreement, arbitrator selection must be completed within twenty (20) calendar days after the Parties' receipt of the panel from the FMCS.

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

1. Either Party refuses to participate in the selection of an arbitrator; or
2. Upon inaction or undue delay by either Party.

D. With the consent of both Parties, more than one arbitration case may be consolidated for review by the same arbitrator. Any hearing for cases that arise under this Agreement (or was invoked under the prior CBA, but is still pending scheduling) that are not scheduled within twelve (12) months from the date of invocation (or, for the prior-CBA cases, not scheduled within 12 months from the effective date of this Agreement) will be considered withdrawn. The hearing may be held beyond the twelve (12) month window provided the hearing was scheduled within twelve (12) months of invocation., the twelve (12) month timeframe was extended by mutual agreement, or the moving Party can demonstrate they exercised due diligence in attempting to schedule within the 12 months.

E. If the Parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue(s) to be heard. A conference call with the arbitrator will be held in order to raise threshold issues and set briefing schedules when hearings are bifurcated, submit stipulations of facts, etc. If either Party declares a grievance non-arbitrable or non-grievable, the merits portion of the grievance will be placed in abeyance and the arbitrator will issue a decision on the threshold issue of grievability and/or arbitrability. However, the Parties may mutually agree to request that the arbitrator conduct a joint hearing on grievability/arbitrability and the merits rather than bifurcate the hearing.

F. The arbitration hearing for an Individual or Group grievance will normally be at the school site, unless the Agency decides otherwise. The arbitration hearing for an Association and Agency grievance will normally be rotated between NEA Headquarters and DoDEA Headquarters or a mutually agreed upon third party location, with witnesses not from DoDEA Headquarters participating by video or teleconference, if practical and acceptable to the Arbitrator. The Party invoking arbitration will have the burden of proof and will present its case first, except in disciplinary actions in which case the Agency will present its case first, unless the burden of proof is established by law or government-wide regulation. If the parties are not able to reach mutual agreement on the burden of proof in mixed cases (i.e., cases that include both discipline

and non-discipline matters), the matter will be decided by the arbitrator selected to hear the case after considering arguments from the Parties.

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

H. The arbitrator shall be requested to render their decision as quickly as possible, but in any event not later than thirty (30) calendar days after the conclusion of the hearing or submission of post-hearing briefs, whichever occurs later, unless the Parties mutually agree to extend the time limit.

I. The arbitrator's authority will be limited only to the issue involved, subject to section 6. E of this Article. The arbitrator's award will be binding on both Parties unless an exception to the award is filed in accordance with the Federal Service Labor-Management Relations Statute.

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

K. The Association and the Agency 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.

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

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

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

Section 7. General Provisions

A. Time Limits

1. To be considered timely under the procedure, Individual or Group grievances resulting from a one- time act or decision must be presented within fifteen (15) calendar days after the grievant knew or should have known about the act or specific incident giving rise to

the individual or group grievance. Similarly, to be considered timely, those Association or Agency grievances resulting from a one-time act or specific incident must be presented within forty-five (45) calendar days after the Association or Agency (as appropriate) knew or should have known about the act or specific incident giving rise to Association or Agency grievances. Those grievances resulting from continuing conditions may be presented at any time.

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

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

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

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

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

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

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

Section 8. Attorney Fees

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

The Association will present a petition for fees to the Agency no later than thirty (30) calendar days after the grievance arbitration decision becomes final and binding, i.e., no further challenge, clarification, etc. is available. If no agreement is reached voluntarily between the Parties within thirty (30) days of the Agency receiving the petition, the Association will forward the petition to the arbitrator for resolution no later than ninety (90) days after the decision became final and binding.

GRIEVANCE FORMAT

Date:

Addressed to: Principal's Name and Official Mailing Address

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 narrative description of the grievance including (if known) date, time, and place of event being grieved.

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, if used.

(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 6 of the grievance letter.)

Paragraph 6: A copy of any documents that support the grievance allegations.

Employee or Association Representative Signature

ARTICLE 13 – DISCIPLINE AND ADVERSE ACTION

Section 1.

No unit employee shall be furloughed for thirty (30) days or less, reduced in grade or pay, removed, disciplined, reprimanded, or suspended without Just Cause.

Section 2.

Time limits for discipline and adverse actions do not run during the summer recess, unless required by law or government-wide regulation, or if the matter implicates a Status of Forces Agreement (SOFA) obligation. When the disciplinary or adverse action process has not been completed prior to the end of the school year under the excepted circumstances (i.e., law, government-wide regulations, or SOFA obligations), the affected unit employee may be carried in a duty status into the summer recess to complete the process.

Section 3.

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

A. Issuance of Advance Notice

1. The unit employee must be given no less than ten (10) days written notice of the proposed action.
2. The Advance Notice shall:
 - a. state the reason for the proposed action in detail;
 - b. provide the employee with a copy of the material relied upon for the proposed action;
 - c. inform the unit employee of the right to reply in writing within seven (7) days after receipt of the notice of proposed action;
 - d. state that a final decision on the proposed action will not be made until after receipt of the unit employee's reply or after the ten (10) day notice period whichever comes first; and
 - e. inform the unit employee that they 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 Final Decision shall be signed and dated and shall inform the unit employee of:

- a. the reason(s) for the decision;
- b. the effective date of the action; and
- c. their 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 Advance Notice of the proposed action unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed.
 - 2. The Advance Notice shall:
 - a. state the reason(s) for the proposed action in detail;
 - b. provide the employee with a copy of the material relied upon for the proposed action;
 - c. inform the unit employee of the right to reply orally or in writing, or both, within 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 they will remain in a normal duty status pending a decision on the proposed action, except as provided in Section 5.
- B. Notice of Final Decision
 - 1. The unit employee shall receive written notice of Final Decision at the earliest possible date following the notice period.
 - 2. The written notice of Final Decision shall be signed and dated and shall inform the unit employee:
 - a. which of the reasons in the proposed notice have been found sustained and which have not been found sustained;
 - b. the effective date of the action; and
 - c. of their rights under the appropriate grievance or appeal procedures.
- C. It is understood that the above procedures are only applicable to those bargaining unit employees who meet the statutory definition of an employee under 5 U.S.C. 7511 who is not serving a probationary or trial period.

Section 5.

In a situation where a unit employee may cause injury to himself/herself or others, or in an

emergency, the unit employee may be suspended during the advance notice period or, with the employee's consent, carried in an appropriate leave status.

ARTICLE 14 – PERFORMANCE APPRAISAL SYSTEM

Section 1.

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

Section 2.

- A. The performance of all unit employees shall be evaluated according to DoDEA Administrative Instruction 3000.1, Department of Defense Performance Management and Appraisal Program (May 17, 2021), as modified by this Agreement.
- B. Unit employees shall receive ratings of either “Fully Successful (3)” or “Unacceptable (1)” on each element in their performance plans.
- C. The Agency shall take into consideration any circumstances that may adversely affect an employee’s performance, such as class size, special learning needs, physical facilities, multiple duty assignments, geographical difficulties, time constraints, and involuntary reassignments. The Agency shall apply the performance standards in such a manner that a fully competent employee can reasonably be expected to attain them. Unit employees shall be clearly informed of the supervisors who have authority to evaluate their performance.
- D. Unit employees shall not receive performance-based awards based upon their rating of record. Unit employees remain eligible for non-performance-based awards.
- E. The Association may submit input regarding elements and standards applicable to unit employees on an annual basis. The written response, and at the request of either Party, the Parties shall meet to discuss.

Section 3.

Normally, all unit employee observations shall be preceded or followed within a two (2)

school- day period by a conference between the Agency and the employee in order to review the employee's objectives and plans for that class.

Section 4.

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

Section 5.

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

- A. provide the unit employee and the FRS a copy of the proposed critical elements and performance standards at least two (2) weeks prior to finalizing the elements and performance standards.
- B. specify, in writing, the date by which written or oral comments on the standards and elements are to be submitted to the supervisor. This date must be at least five (5) workdays after the employee receives this material.
- C. discuss, if requested, explain, and respond to any employee inquiries about the elements and standards. If a meeting is held to accomplish this, the FRS shall be afforded the opportunity to attend.
- D. after considering the unit employee's comments and any comments from the FRS, identify the critical elements and performance standards that will serve as a basis for appraising the employee's job performance.

E. upon request, provide a copy of the critical elements and performance standards to the FRS. If the Association Area Director is concerned or dissatisfied with the critical elements and performance standards identified by the supervisor under this Section, the Area Director shall ask within five (5) workdays of receipt that they be reviewed by the DoDEA Director of Student Excellence.

Section 6.

Before placing a unit employee on a PIP, the supervisor will follow good management practices to monitor the employee's performance on an ongoing basis and provide appropriate guidance as needed. Prior to proposing any personnel action based on unacceptable performance under the provisions of 5 CFR 432, the Agency shall ensure that the unit employee is provided an opportunity to demonstrate acceptable performance.

Section 7.

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

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

Two (2) copies of the notice of proposed action shall be provided to the unit employee so that the employee may provide a copy to the Association. The notice of proposed action shall not rely upon any instances of unacceptable performance occurring more than one year before the date of such notice.

ARTICLE 15 – USE OF SCHOOL FACILITIES

Section 1.

The Agency shall, within its discretion and subject to budgetary constraints, obtain for use of unit employees the equipment, facilities, and supplies which the Agency deems are necessary to the education process. The employees and the FRS can provide input to identify items they see as necessary to the education process.

Section 2.

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

Section 3.

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

Section 4.

A. The Agency recognizes its responsibility to provide and maintain a safe and healthful work environment and to follow government guidelines regarding environmental conditions for Federal buildings. The Agency therefore commits to make reasonable efforts in this regard to contain asbestos and provide sanitary facilities, adequate lighting, ventilation, heating, and air conditioning. The Agency will take appropriate action to provide a work area free of weapons, explosive devices, and threatening behavior. The Agency will take appropriate action to establish channels of communications with officials of the host military departments and to ensure that adequate support is provided to maintain a safe and healthful work environment.

B. The Agency shall notify the appropriate FRS when the Agency becomes aware of serious health and safety problems and will share the proposed solution and timeline for resolving the issues if known. Unit employees shall report any unsafe conditions to Agency officials at the school.

C. Employees will be notified in writing of any exposure to hazardous materials when required by OSHA regulations.

D. The Agency shall provide for periodic inspections of schools for unsafe, unhealthful, or hazardous conditions, but no less than annually. Copies of inspection reports for each school building in the Association's bargaining unit shall be furnished to the Association as the inspection reports become available.

E. Protective clothing, devices, and safety equipment required by the Agency 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 Agency 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 Agency shall provide reasonable accommodation for unit employees including appropriate access to facilities in their assigned schools in accordance with law and government-wide regulations.

Section 7.

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

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

Section 8.

The Agency, in an interest to project a positive image and role model for all students, to promote the overall health of the workforce, and to follow the recommended policies of the National Association of State Boards of Education and the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, has determined that as of the effective date of this Agreement, the use of any and all tobacco products by students, staff, and school visitors in school/district buildings and facilities, on school grounds, and in school vehicles is prohibited except inside of a personally owned vehicle. Unit employees will exercise due diligence in order to avoid smoking in the line of sight of students on campus or at all school sponsored events off campus.

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

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

Section 9.

If schools enter a remote learning environment, unit employees may request to work from home as an alternate work location. If approved, unit employees may request to sign out technology and Management will make reasonable efforts to allow technology to be signed out to perform work related activities.

ARTICLE 16 – USE OF OFFICIAL FACILITIES

Section 1.

The Agency 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 Agency will lend assistance to the FRS in acquiring an Association mailbox at the installation military post office, if available.

Section 2.

The Association, as the certified representative of unit members, shall have access to school internal distribution boxes for the distribution of Association (Union) literature to unit employees.

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.

Section 3.

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

If there is a lack of parking for all employees at the school, the Agency shall make a reasonable effort to work with the installation to locate additional parking near the school for employees.

Section 4.

The Agency shall provide the Association an area not to exceed 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 5.

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

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

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

Section 6.

Unit employees that are Association representatives will be authorized to utilize the Agency's official email system at all levels of the Association in order for the Association to provide representation to bargaining unit educators.

ARTICLE 17 – COMMUNITY ENVIRONMENT

Section 1.

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

Section 2.

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

ARTICLE 18 – EQUAL EMPLOYMENT OPPORTUNITY

The Agency recognizes its obligation under applicable Federal laws, Executive Orders, regulations, and appropriate authorities for equal employment in the Federal service. Under the provisions of current law, it is the policy of the U.S. Government and this Agency to provide equal opportunity in employment for all persons, to prohibit discrimination in employment because of, including, but not limited to race, color, religion, sex, sexual orientation, gender identification, national origin, genetic information, pregnancy, age, and physical or mental disability, and to promote the full realization of equal employment opportunity through a continuing affirmative program.

ARTICLE 19 – STUDENT DISCIPLINE

Section 1.

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

Section 2.

The Agency shall provide support and assistance to unit employees in their efforts to maintain student discipline. If a student makes a false allegation against a unit employee, the Agency shall consider all available disciplinary measures and shall determine if discipline is appropriate. The Agency retains the final decision-making authority on student discipline.

Section 3.

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

Section 4.

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

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

Section 5.

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

In the event a student commits what appears to be either a criminal act and/or a violation of law, threatens/attacks another student(s) or a school employee, or damages school or Federal Government property or the personal property of students or employees, the individual observing such actions shall make a timely report to their immediate supervisor so that appropriate action may be taken. The employee may also be required to provide a written statement.

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

ARTICLE 20 – POSITION DESCRIPTIONS

Section 1.

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

Section 2.

The Agency shall notify the Association when new or revised standardized position descriptions are to be implemented that would result in downgrading or upgrading action of a class or occupational specialization of unit employees at more than one school site.

ARTICLE 21 – LEAVE

Section 1. Definitions

A. Educator Leave Accrual

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

B. Any Purpose Leave (APL)

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

Refer to Section 2 subsection G for further information.

C. Leave for the Purpose of Paternity.

When the spouse of a unit employee is physically incapacitated by reason of pregnancy or there are complications resulting from the pending arrival or arrival of a new child, said unit employee may be granted educator leave. The unit employee may be required to present documentary evidence from a competent medical authority to establish the need for the leave or said physical incapacitation.

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

See Section 9.J of this Article for information concerning the possibility of up to 12

weeks of paid parental leave, which may be substituted for unpaid FMLA leave, in connection with an absence under Section 1.C of this Article for eligible employees.

D. Leave Without Pay (LWOP)

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

E. Absence Without Leave (AWOL)

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

F. Administrative Leave

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

G. Leave for the Purpose of Adoption.

One or both adoptive parents may be granted LWOP or APL in order to accomplish the official actions necessary to adopt the child and for acclimation of the adopted child in their new home. Such leave, when both parents are involved, may be concurrent or consecutive.

See Section 9.J of this Article for information concerning the possibility of up to 12 weeks of paid parental leave, which may be substituted for unpaid FMLA leave, in connection with an absence under Section 1.G of this Article for eligible employees.

H. Witness in a Judicial Proceeding

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

I. Voluntary Leave Transfer Program (VLTP)

1. An employee who has a medical or family medical emergency that is likely to require the employee's absence from duty for a prolonged period of time and result in a substantial loss of income because of the unavailability of paid leave, may apply to receive transferred APL from other employees with the concurrence of authorized DoDEA officials. The determination of whether a medical emergency is likely to result in a substantial loss of income shall be based solely on whether the absence

from duty without paid leave for the purpose of the emergency is, or is expected to be, at least three (3) duty days.

2. There is no limit on the amount of donated APL a leave recipient may receive from the leave donor(s).

3. Under the VLTP, a unit employee may donate any/all of their APL days to another employee who has a personal or family medical emergency and who has exhausted their available paid leave. APL must be donated in half-day increments.

4. The Agency will administer the VLTP in accordance with Agency regulations.

Refer to Section 8 for further information.

J. Interspersing

When a unit employee takes lengthy continuous periods of approved unpaid leave (i.e., LWOP or FMLA leave that does not qualify for Paid Parental Leave) that is expected to last longer than a single pay period, the employee may request to intersperse at least one day of accrued paid leave or advanced leave during each pay period consistent with current laws, regulations, and past practice. Management has determined that normally such requests will be granted unless there are extenuating circumstances.

K. Sabbatical Leave

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

L. Advanced Educator Leave

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

Section 2. General Rules and Procedures

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

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

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

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

E. Request for Leave. Leave should be requested with enough prior notice to allow the Agency to approve the leave in advance, normally at least three (3) workdays prior to its proposed use. Leave requests need not be submitted in advance when circumstances such as illness and/or emergencies prevent a unit employee from requesting leave in advance. In such cases, the unit employee will notify the Agency of their absence as soon as possible and submit a request for leave when possible.

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

G. APL. APL requested to be used on the day before or the day after a holiday or scheduled vacation day may be granted if the supervisor determines that it does not interfere with school operations. Normally, APL should not be taken during the first or last week of the school year. Exceptions may be granted when early departure or late arrival is necessitated by summer school attendance accompanying a child to college or other reasons acceptable to the Agency.

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

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

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

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

Section 3. School Closures

If the Agency closes schools on instructional days that are assigned as workdays as a part of the work year due to inclement weather or other emergency, the Agency may extend the work year

for an equal number of instructional days without additional compensation to employees, consistent with the terms of DoDEA Regulation 1400.13. Should the school year be extended beyond the 190 duty days, the educator will receive additional compensation pursuant to DoDEA Regulation 1400.13.

Section 4. Sabbatical Leave

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

Section 5. Administrative Leave

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

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

1. Blood donations;
2. Adverse weather conditions, acts of nature, military necessity, or other circumstances beyond the control of the Agency;
3. Conference attendance;
4. Such actions that require the presence of the unit employee and cannot be accomplished outside the duty day. Examples include:
 - a. Packing, unpacking, and customs, or administratively required clearance of household goods and privately owned vehicle (POV) prior to shipment or upon receipt of shipment and when the unit employee is required to be present. When both spouses are employed by DoDEA, either may be excused.
 - b. Movement to new quarters when such movement is officially directed by a U.S. government agency based on the unit employee's DoDEA employment.
 - c. Conducting official business of a personal nature with military offices to include, but not limited to, matters relating to drivers' licenses, ID cards, passports, housing, finance, and personnel. (Not to exceed one half day except in unusual circumstances which are acceptable to the supervisor.)

d. Conducting business with official offices (POV registration and inspection, etc.) and utility companies of the unit employee's host nation, required because of the unit employee's status as a foreigner in the host nation. (Not to exceed one half day except in unusual circumstances which are acceptable to the supervisor.); or

e. Other reasons as approved by the Agency.

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

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

Section 6. LWOP

The Agency may approve LWOP for the following reasons:

1. Birth of a child of the employee and/or the care of a newborn, placement of a child with the employee for adoption or foster care, the care of a spouse, child, stepchild, or parent of the employee for a serious health condition, death of a member of the immediate family;
2. Service as an officer or representative of the Association;
3. To accompany a government employee spouse to a new duty location, not to exceed one school year from the beginning of the next school year;
4. Professional conferences and educational purposes as approved by the Agency;
5. FMLA as provided for by Agency regulation; or
6. Circumstances other than those set out above;

Section 7. Witness in a Judicial Proceeding

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

1. name the court and the parties;
2. be directed to the employee;
3. state the time within which the employee must appear;

4. notify the employee of what may occur if they do not appear;
5. be signed by the clerk of the court; and
6. bear the court's seal.

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

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

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

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

Section 8. VLTP Procedures

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

B. Each application must include the following:

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

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

The Agency will:

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

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

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

1. Upon termination of the recipient's service with DoDEA.

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

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

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

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

Section 9. Family Medical Leave Act (FMLA)

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

See Section 9.J of this Article for information concerning the possibility of up to 12 weeks of paid parental leave, which may be substituted for unpaid FMLA leave in connection with an absence under Section 9.A of this Article for eligible employees.

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

C. Employees must notify the Agency of the need for FMLA by using OPM Form 71, "Request for Leave or Approved Absence" or other notification method as designated by the Agency. Generally, an employee must give at least thirty (30) days advance notice of the need to take FMLA leave when they know about the need for the absence in advance and it is possible and practical to do so. When an employee knows of the need for the absence in advance and fails to provide thirty (30) days advance notice, the Agency may delay the FMLA leave until thirty (30) days after the date that the employee provides the notice. For planned medical treatment, the employee must consult with the Agency and make reasonable efforts to schedule the treatment at a time that minimizes the disruption to operations. The employee should consult with the Agency prior to scheduling the treatment in order to arrange a schedule that best suits the needs of both the employee and Agency, subject to the approval of the treating health care provider. Employees may invoke their entitlement to FMLA leave retroactively for any previous absence from work provided that they furnish documentation to justify why they were not able to invoke their entitlement at that time.

D. Once a request for FMLA is received, the Agency will notify the employee of their eligibility and information about FMLA leave. If the Agency determines that the employee is not eligible, the employee will be provided a reason why they are not eligible, e.g., the employee has not worked for the Agency for a total of twelve (12) months.

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

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

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

1. contact information for the health care provider;
2. when the serious health condition began;
3. how long the condition is expected to last;

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

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

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

J. Paid Parental Leave (PPL)

1. Bargaining unit employees may be eligible for up to 12 weeks of Paid Parental Leave (PPL) under the Family Medical Leave Act (FMLA) in connection with the birth or placement (for adoption or foster care) of a child. PPL may be substituted for unpaid Family and Medical Leave (FML) and is available during the 12-month period following the birth or placement. The 12 weeks of PPL includes and is not in addition to the 12 weeks of leave under FMLA.
2. Employees who are granted PPL under FMLA will be required to sign a service agreement in which they agree to return back to work for at least 12 weeks after taking the paid leave.
3. The same regulations that apply to FML apply to the 12 weeks of PPL. FML used for the birth or placement of a child must be taken within one (1) year of the birth or placement. For the birth of a child, the leave must be taken for the purpose of caring for the child (i.e., if a parent waits to take leave until the child is six (6) months old, it must be to care for the six (6) month old child.) Employees must provide documentation, as determined by the Agency, to support a PPL request.

4. PPL shall not be taken intermittently or on a reduced leave schedule unless approved by the Agency.
5. Employees are not required to use educator leave prior to using PPL.
6. If two covered employees are parents of the same newly born or placed child, each employee would have their own separate FMLA leave entitlement based on the birth/placement event. Additionally, each employee-parent would have a separate entitlement to substitute PPL.

Section 10. Reducing Pay for Absences Without Pay

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

Section 11. Indebted for Leave.

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

1. Require them to refund the amount paid for the period covering the leave for which they are indebted; or
2. Deduct that amount from any pay due.

ARTICLE 22 – SALARY SETTING PRACTICES

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

The Agency has determined that:

1. Pay Lane adjustments based upon completion of “degree plus hours” (e.g., BA+15) means graduate semester hours completed after the award of the most recent academic degree. This paragraph will apply only to semester hours completed on or after the effective date of this contract found in Article 49, Duration and Successor Agreement.
2. Pay Lane changes will be retroactive for pay purposes to the beginning of the pay period following award of the degree or completion of coursework, provided the employee submits the request for pay lane change within one year of award of the degree or completion of the coursework. If the employee does not submit the request for pay lane change and supporting transcript(s) within this time period, the pay lane change shall

be effective at the beginning of the pay period following submission.

ARTICLE 23 – PAY RETENTION

Section 1.

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

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

B. If after the two-year period, the employee's pay cannot be set on the salary schedule of the lower graded position to which the employee was placed, the unit employee will be eligible for one-half of the full dollar amount of subsequent annual pay adjustments authorized for the employee's former position. No step increase shall be earned after two years as specified in Section 1.A, except as provided in Section 2.

Section 2.

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

Section 3.

The above provisions shall not apply to any employee who: 1) has a break in service of one workday or more, 2) voluntarily accepts a position at a daily rate of pay equal to or greater than that held immediately before the effective date of the change to lower daily rate, 3) refuses a reasonable offer of such a position, or 4) moves to a lower daily pay for personal cause or at the employee's request.

ARTICLE 24 – EXTRA DUTY ASSIGNMENTS

Section 1.

An extra duty assignment (EDA) is an extracurricular activity above and beyond a DoDEA employee's regular duty assignments. EDAs must take place outside the regular duty day in order to receive the associated EDA compensation. EDA requirements of this Article and DoDEA Administrative Instruction 1417.01 will be applied in a fair and equitable manner.

Section 2.

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

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

C. The Agency will make a reasonable effort to assign EDAs to the most qualified applicant based on their skills and experience relative to the duties and responsibilities for the EDA and has the authority to determine and select the most qualified, eligible candidate from the applicant pool. Although not determinative, an employee's successful completion of the EDA for which they are a current applicant will be taken into account by the selecting official.

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

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

Section 3.

A. Bargaining unit employees may apply for EDAs in accordance with the instructions on the EDA announcement. Applications will be made by unit employees submitting the EDA Application, DoDEA Form 1417-F1, Dec. 2019 (attached at the end of this Article).

B. If a bargaining unit employee is selected for an EDA, the employee will sign an EDA contract EDA Contract, DoDEA Form 1417-F2, Dec. 2019 (attached at the end of this Article), and fulfill the duties and responsibilities listed in the EDA contract. A copy of the signed agreement shall be provided to the unit employee. Employees are not expected to perform a voluntary EDA under this Article until they have a signed contract.

C. Upon completion of the EDA end date, employees shall complete an After-Action Report

(AAR), DoDEA Form 1417-F3, Dec. 2019 (attached at the end of this Article), within five (5) business days and submit it to the designated management official. Failure to submit the AAR within five (5) business days of the contract end date may delay EDA compensation. When reporting the number of days on the After-Action Report, Block 2.A, employees can provide the average number of days in cases where the number of days per week was variable.

D. When an EDA cannot be completed by an assigned unit employee for reasons beyond that employee's control, compensation will be pro-rated for that part of the assignment that was satisfactorily completed in accordance with applicable laws, rules, and regulations. In such case, administratively acceptable documentation of the employee's inability to complete the assignment must be presented to the school selecting official for determination.

Section 4.

If funds are used for student billeting on approved overnight trips, assigned unit employees will be reimbursed for their expenses for the same accommodations in accordance with applicable laws, rules, and regulations.

Section 5.

Within the first two weeks of the school year, the Agency will provide the Association with a list of new or changed EDAs on an annual basis.

Section 6.

All EDA records will be maintained in accordance with the Government Records Schedule.

DEPARTMENT OF DEFENSE EDUCATION ACTIVITY (DODEA) EXTRA DUTY ASSIGNMENT (EDA): APPLICATION		
PRIVACY ACT ADVISORY AUTHORITY: 10 U.S.C. Chapter 108, Department of Defense Domestic Dependent Elementary and Secondary Schools; DoD 7000.14-R Department of Defense Financial Management Regulation (DoD FMR), Volume 8, Chapter 7; and 31 U.S.C. Chapter 35, Accounting and Collecting. PURPOSE: To document an employee's request to apply for an Extra Duty Assignment. Information to enable DoDEA management to identify potential candidates for Extra Duty Assignment positions. ROUTINE USES: Disclosures generally permitted under 5 U.S.C. 552a(b) of the Privacy Act of 1974, as amended, records contained herein may specifically be disclosed outside DoD as a routine use pursuant to 5 U.S.C. 552a(b)(3). Additional routine uses OPM/GOVT-1, General Personnel Records can be found in https://dpold.defense.gov/Privacy/SORNsIndex/Government-Wide-Notices.aspx DISCLOSURE: Voluntary, however applicant may not be considered for Extra Duty Assignments.		
SECTION 1: APPLICANT INFORMATION		
1a. LEGAL EMPLOYEE NAME (Last, First, Middle Initial):	1b. DoD ID NUMBER:	
1c. REGION:	1d. EDA LOCATION:	
1e. OFFICIAL EDA TITLE:	1f. START/END DATE: to	
SECTION 2: APPLICANT BACKGROUND		
2a. TOTAL YEARS OF EXPERIENCE PERFORMING THIS EDA:	2b. NAMES OF SCHOOL(S) WHERE EDA WAS PREVIOUSLY PERFORMED (if applicable):	
2c. LIST OF PERTINENT TRAINING OR LICENSING AS IT RELATES TO EDA:		
2d. EDUCATIONAL BACKGROUND (e.g., Degrees achieved, specific courses within a degree that relate to this EDA):		
SECTION 3: APPLICATION QUESTIONS		
3a. WHY ARE YOU APPLYING TO THIS EDA?		
3b. WHAT SKILLS QUALIFY YOU FOR THIS EDA?		
3c. PLEASE PROVIDE ANY PROGRAMMING PLANS FOR THIS EDA YOU INTEND TO EMPLOY, IF SELECTED? (Optional)		
SECTION 4: APPLICANT CONSENT TO APPLY		
<i>*By signing, the employee is validating that the above information is correct.</i>		
4a. NAME:	4b. SIGNATURE:	4c. DATE:

DEPARTMENT OF DEFENSE EDUCATION ACTIVITY (DODEA) EXTRA DUTY ASSIGNMENT (EDA): EXTRA DUTY ASSIGNMENT CONTRACT		
PRIVACY ACT ADVISORY		
AUTHORITY: 10 U.S.C. Chapter 108, Department of Defense Domestic Dependent Elementary and Secondary Schools; DoD 7000.14-R Department of Defense Financial Management Regulation (DoD FMR), Volume 8, Chapter 7; and 31 U.S.C. Chapter 35, Accounting and Collecting. PURPOSE: Information is collected to establish an Extra Duty Assignment contract outlining responsibilities and compensation. ROUTINE USES: Disclosures generally permitted under 5 U.S.C. 552a(b) of the Privacy Act of 1974, as amended, records contained herein may specifically be disclosed outside DoD as a routine use pursuant to 5 U.S.C. 552a(b)(3). Additional routine uses OPM/GOVT-1, General Personnel Records can be found in https://dpold.defense.gov/Privacy/SORNsIndex/Government-Wide-Notices.aspx DISCLOSURE: Voluntary, but necessary for payment.		
SECTION 1: EMPLOYEE & EDA INFORMATION		
1a. LEGAL EMPLOYEE NAME (Last, First, Middle Initial):	1b. DoD ID NUMBER:	
1c. REGION:	1d. EDA LOCATION:	
1e. OFFICIAL EDA TITLE:	1f. START/END DATE: to	1g. COMPENSATION (USD):
SECTION 2: EMPLOYEE AGREEMENT & SIGNATURE		
PLEASE READ AND CHECK EACH OF THE FOLLOWING BOXES BEFORE SIGNING. ☐ I agree to perform the EDA listed above and understand I am expected to carry out the assignment according to the duties and responsibilities listed in the corresponding Position Duties and Responsibilities document of which I have received. Time worked for this EDA will be in addition to, and not as part of, a regular full- or part-time job assignment, or other job position and will not interfere with those duties. Duties of this EDA may not be reassigned to other employees without prior written approval from the School Principal of the EDA host school or Region EDA Coordinator as applicable. ☐ I understand that upon successful completion of the EDA, I will be compensated in accordance with the amount listed above, pending full execution of the identified duties and responsibilities and submission of a standard EDA After Action Completion Report (AACR). The AACR must be submitted to the School Principal, or Region EDA Coordinator as applicable, where the EDA is taking place within five (5) days of the contract end date. Failure to submit the AACR within five (5) days may result in forfeiture of compensation. ☐ I understand that unique circumstances involving compensation will be in accordance with any applicable negotiated bargaining agreements and the compensation policy described in the AI 1417.01 EXTRA DUTY ASSIGNMENT.		
2a. NAME:	2b. SIGNATURE:	2c. DATE:
SECTION 3: EDA SCHOOL PRINCIPAL/REGION EDA COORDINATOR SIGNATURE		
3a. NAME:	3b. SIGNATURE:	3c. DATE:
SECTION 4: EMPLOYEE'S DIRECT SUPERVISOR SIGNATURE (if applicable)		
4a. NAME:	4b. SIGNATURE:	4c. DATE:

DEPARTMENT OF DEFENSE EDUCATION ACTIVITY (DODEA) EXTRA DUTY ASSIGNMENT (EDA): AFTER ACTION COMPLETION REPORT		
PRIVACY ACT ADVISORY		
AUTHORITY: 10 U.S.C. Chapter 108, Department of Defense Domestic Dependent Elementary and Secondary Schools; DoD 7000.14-R Department of Defense Financial Management Regulation (DoD FMR), Volume 8, Chapter 7; and 31 U.S.C. Chapter 35, Accounting and Collecting. PURPOSE: Information is collected to complete Extra Duty Assignment contract for payment and strategic planning for future Extra Duty Assignments. ROUTINE USES: Disclosures generally permitted under 5 U.S.C. 552a(b) of the Privacy Act of 1974, as amended, records contained herein may specifically be disclosed outside DoD as a routine use pursuant to 5 U.S.C. 552a(b)(3). Additional routine uses OPM/GOVT-1, General Personnel Records can be found in https://dpold.defense.gov/Privacy/SORNsIndex/Government-Wide-Notices.aspx DISCLOSURE: Voluntary, but necessary for payment.		
INSTRUCTIONS: COMPLETE AND SUBMIT NO LATER THAN 5 DAYS AFTER THE CONTRACT END DATE FOR COMPENSATION.		
SECTION 1: EMPLOYEE & EDA INFORMATION		
1a. LEGAL EMPLOYEE NAME (Last, First, Middle Initial):		1b. DoD ID NUMBER:
1c. REGION:	1d. EDA LOCATION:	
1e. OFFICIAL EDA TITLE:		1f. START/END DATE: to
SECTION 2: AFTER ACTION CORE REPORTING REQUIREMENTS		
2a. HOW MANY ACTIVITIES PER WEEK DID YOU CONDUCT OUTSIDE THE REGULAR INSTRUCTIONAL DAY?		
2b. WHAT SEMESTER(S) DID YOU PERFORM YOUR EDA? ☐ Fall ☐ Winter ☐ Spring ☐ Summer		2c. DID YOUR EDA INVOLVE STUDENT PARTICIPATION? ☐ Yes ☐ No <i>If yes, how many students participated in this activity?</i>
2d. WERE DUTIES WELL-DEFINED IN THE EDA DUTIES AND RESPONSIBILITIES DESCRIPTION? ☐ Yes ☐ No <i>If no, what would you change to improve the roles and responsibilities of the assignment?</i>		
2e. DID YOUR EDA INVOLVE MAINTAINING, ISSUING, OR COLLECTING EQUIPMENT/SUPPLIES? ☐ Yes ☐ No <i>If yes, have you completed all of your responsibilities in regards to equipment/supplies?</i> ☐ Yes ☐ No Date Completed:		
2f. WHAT WENT WELL AND WHY?		
2g. WHAT SUGGESTIONS FOR IMPROVEMENT DO YOU HAVE?		
SECTION 3: EMPLOYEE SIGNATURE *By signing this report the employee acknowledges that duties carried out during the performance of this assignment were completed outside of the normal duty day.		
3a. NAME:	3b. SIGNATURE:	3c. DATE:
SECTION 4: CERTIFICATION (EDA SCHOOL PRINCIPAL/REGION EDA COORDINATOR) *This certifies that the employee has completed the EDA, as specified above, outside of the regularly scheduled duty day and is entitled to this payment.		
4a. NAME:	4b. SIGNATURE:	4c. DATE:

ARTICLE 25 – TEMPORARY PROMOTION

Section 1.

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

Section 2.

Temporary promotions will not apply if the purpose of the temporary promotion is to give the employee experience as part of an employee development or succession plan, or for similar reasons.

Section 3.

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

ARTICLE 26 – CHILD CARE CENTERS

Section 1.

Where childcare centers are provided by host military installations, the Agency 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.

In the event that childcare centers on installations are closed or have limited operations and schools remain open for in-person instruction, the Agency shall make reasonable efforts to work with the host military command to assist unit employees who need such services with access to the childcare centers.

ARTICLE 27 – EDUCATION/TRAINING OPPORTUNITIES

Section 1.

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

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

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

C. Affected unit employees shall be given two (2) calendar years after the change becomes effective to earn three (3) semester hours, or portion thereof, of credit required by changes in qualification standards. When changes require more than three (3) semester hours, the unit employee shall be given one (1) additional calendar year for each additional three (3) semester hours requirement or portion thereof, to attain required credits. Failure to meet new qualification requirements for the position occupied during the period of time allowed, for reasons unacceptable to the Agency, may result in removal from the position.

Section 2. Administrative Reemployment Rights

A. The Agency may grant administrative reemployment rights (ARR) to a unit employee satisfactorily serving under an Excepted Appointment without condition who desires to pursue a

one- or two-year course of formal study, participate in a project or study, or accept temporary employment when the results of such would prove beneficial to DoDEA.

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

C. Employment, projects, or courses of study outside the United States may be pursued only if the unit employee acknowledges that the employee will no longer be a member of the forces under any Status of Forces Agreement and must relinquish identification cards, ration cards, driver's license, vehicle registration, etc., upon resignation. A major factor in such a choice is that the unit employee may be treated as a local hire and, therefore, would not be entitled to benefits, such as housing and transportation, normally granted to unit employees who have established actual residence in the United States.

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

1. The employment, project, or course of study to be undertaken;
2. An explanation of the anticipated benefits to the school system;
3. The school year or years in which the unit employee would be absent from the school system.
4. Unit employees shall be notified in writing of the Agency's grant of approval for ARR or denial of the request.

Section 3. Summer Attendance at an Accredited College or University

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

A. The courses taken are related to the employee's present or planned DoDEA assignment, or the other specific preparation meeting a current DoDEA requirement, or the courses are required to meet continued certification in the employee's home state;

B. The employee presents satisfactory evidence of acceptance by an accredited institution for an appropriate course of study of not less than six (6) semester hours;

C. The employee signs a new 2-school-year transportation agreement prior to departing the overseas area; and

D. The employee agrees to refund to the government the cost of the round-trip travel to the United States if unable to present, for reasons acceptable to the government, documentary evidence of satisfactory completion of the courses.

ARTICLE 28 – PROFESSIONAL LEARNING

Section 1.

The Agency is responsible for determining the professional learning needs of unit employees. When the Agency starts the process of selecting a new educational program, to the extent consistent with law and where fiscally practicable, it will solicit the participation of at least one relevant bargaining unit educator currently teaching the subject and/or grade level, to assist in the process. Technical Evaluation Board (TEB) members, including bargaining unit educators, will review for inappropriate content. Where the Agency does not solicit the participation of a bargaining unit educator on fiscal grounds, the Agency will provide a written rationale along with the TEB budget. The bargaining unit educator will participate on the TEB under their official position title.

Where operationally feasible, in planning for the development of training for a new curriculum the Agency will solicit the input of at least one bargaining unit educator.

The past practice regarding the Association nominating bargaining unit employees with subject-matter expertise related to their official position to participate on TEB/TETs will continue to the extent permitted by applicable laws, rules, and regulations. It is understood that the past practice includes management's ability to reject nominees.

Section 2.

In cases that involve an individual unit employee in need of professional growth, the appropriate means of accomplishing such professional learning shall be discussed between the Agency and the unit employee concerned. When determined necessary, the Agency may designate personnel to model appropriate pedagogy.

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

The Agency will make reasonable efforts to schedule professional learning and all related travel during the workday. For any professional training directed to be completed outside of the workday, unit employees will be compensated at their prorated daily rate.

ARTICLE 29 – NEW EDUCATIONAL PROGRAMS

The Agency retains the right to establish new educational programs. Normally such programs shall not be implemented without the proper preparation and/or professional learning, materials, as may be deemed necessary by the Agency, except to meet the exigencies of the mission.

The appropriate level of the Agency shall notify the Association representative at appropriate implementation level(s) of intent, rationale, potential impact, and proposed implementation procedure. The Association and the Agency at the appropriate level(s) shall meet to consult and, if required, to negotiate arrangements to minimize adverse impact on personnel resulting from the changes.

ARTICLE 30 – CERTIFICATION AND RENEWAL OF CERTIFICATION

Section 1.

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

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

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

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

Section 2.

A. The Agency shall:

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

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

C. When a unit employee has previously submitted official transcripts to the Agency, but the Agency has lost, discarded, or destroyed these transcripts, the unit employee, upon written request of the Agency, shall request a new set of official transcripts for direct transmittal from the university/college to the Agency. Upon confirmation of receipt by the Agency, employees

will submit receipts to the Agency for reimbursement of fees incurred for the direct transmittal of the official transcripts and the Agency shall reimburse employees in a timely manner.

Section 3.

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

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

1. within the previous three (3) months, they have completed the coursework necessary to meet the qualifications as published by DoDEA; and
2. they can provide evidence of having applied for the certification to be added to their certificate.

Section 4.

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

Section 5.

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

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

Section 6.

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

ARTICLE 31 – TOUR OF DUTY

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

ARTICLE 32 – DRESS AND APPEARANCE

Unit employees are expected to comply with reasonable apparel and grooming standards that are derived from consideration of health, safety, and type of position occupied, and the need of the Agency to project a professional public image. Accordingly, frayed, tattered, torn, or worn attire and rubber shower shoes may not be worn by any unit employee at the worksite during normal workdays. Any prohibitions by supervisors on bargaining unit member dress and appearance will be based on a clear showing that the prohibited appearance item contributes to an unsafe, nonproductive, or disruptive work environment. Slogans, drawings, or language on clothing items (including headwear and footwear) which could be construed as lewd, obscene, profane, discriminatory, or sexually suggestive, or which advocates or glorifies the use of illegal drugs or other unlawful conduct shall not be worn.

ARTICLE 33 – PASSPORTS/VISAS/IDENTIFICATION CARDS

Section 1.

The Agency shall inform unit employees of the requirements for official passports, visas, identification (ID) cards, and travel documents necessary for official duty, which are at the Agency's expense. Thereafter, the unit employee is responsible for compliance with these requirements. The Agency will make reasonable effort to process reimbursement for visas and authorized travel expenses in a timely manner. Unit employees are also eligible for tourist passports at the employee's expense.

Section 2.

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

Section 3.

The Agency will provide unit employees who submit retirement documentation to the Agency with the information to obtain a retired ID card, or its equivalent as determined by the government.

ARTICLE 34 – 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:

Salary Steps:	Equivalent Grades:
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 35 – EMPLOYEE ASSISTANCE PROGRAM

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

To this end, the Agency shall take steps to ensure that unit employees may participate in EAP which is operated in accordance with applicable laws, regulations, and guidelines.

If situations occur that may negatively impact the personal and/or mental health of large numbers of unit employees on an installation, District, Region or unit-wide level, the Agency may provide additional EAP offerings and programs (i.e., help relieve stress, anxiety and/or other stressors) to unit employees in the affected area at reasonable times, based on location.

The Association agrees to support this program and to encourage unit employees to seek early assistance, as necessary, when dealing with issues that adversely affect job performance, reliability, and personal health.

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

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

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

ARTICLE 36 – DISABILITY RETIREMENT

Section 1.

Disability retirement is an employee benefit intended for those employees who meet the statutory, regulatory and/or administrative criteria. The individual must, while employed in a position subject to FERS, have become disabled because of a medical condition, resulting in a deficiency in performance, conduct, or attendance, or if there is no such deficiency, the disabling medical condition must be incompatible with either useful and efficient service or retention in the position. When there is a basis for removing the unit employee from their 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 Agency in accordance with applicable Office of Personnel Management (OPM) regulations.

Section 3.

If a unit employee requests information with regard to disability retirement, the Agency's servicing personnel office shall assist the unit employee in obtaining information about the disability retirement program under the Civil Service Retirement System or the Federal Employees Retirement System, which may include providing the unit employee with information on where to obtain the appropriate forms.

Section 4.

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

ARTICLE 37 – WORKERS COMPENSATION

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

ARTICLE 38 – HEALTH CARE

Section 1.

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

Section 2. Immunizations

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

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

Section 3. Exemptions

A. Employees may submit a written request for a medical exemption to their supervisor or designee. Requests for exemption(s) must include supporting documentation from a health care provider to support the request for exemption related to the employee's medical condition, such as, but not limited to, issues relevant to specific vaccines or medications. Medical exemptions will be determined based on the documentation provided for the health of the vaccine candidate and the nature of the immunization under consideration. Medical exemptions may be temporary (up to 365 days) or permanent. An example of a medical exemption might be:

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

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

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

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

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

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

Section 4. Health Issues

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

Section 5. Pandemics and Health Emergencies

If the Agency directs the use of personal protective equipment (PPE) at an employee's assigned worksite, the Agency will provide that PPE to the unit employees in accordance with applicable safety laws, rules, and regulations. In the event that the PPE becomes unusable or is damaged, the unit employee will notify the Agency to request replacement PPE.

Section 6. Testing

In the event that a health emergency is declared by the Host Nation or installation and a unit employee may have been exposed to that specific illness, the Agency will contact the local installation command and/or public health office and request that the unit employee be tested by the available health office, if testing is available.

In addition, if a unit employee who is asymptomatic but was exposed to illness at the worksite and is directed not to work or to stay in their quarters through a directive from the Agency, the unit employee may request Weather and Safety Leave (W&SL) until such time as the Agency permits or directs the unit employee to report back to work.

ARTICLE 39 – 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 Agency upon becoming aware of such loss, damage, or destruction.

Section 3.

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

ARTICLE 40 – DUES WITHHOLDING

Section 1.

The Agency 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 10 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 10 full pay

periods remain in the school year shall have their dues prorated over the remaining full pay periods within the dues-withholding period.

An employee formally temporarily assigned to a position not included in the bargaining unit as supported by an SF-50 will not have dues withheld during that time and will have an automatic resumption of the dues withholding upon return to the bargaining unit.

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

- A. SF 1187 forms which are in effect on the date of this Agreement shall continue in force under this Article. Therefore, for those unit employees who have already authorized dues withholding under current negotiated Dues Withholding Agreements, SF 1187 forms need not be re-executed.
- B. Dues allotment will be terminated at the end of the pay period during which an employee member is separated, or permanently assigned to a position not included in the bargaining unit.

Section 8.

DoDEA shall make the Association whole for any dues lost through the dues-withholding process due to government error, as provided for by law. However, the Agency retains the right

to collect the full correct dues from employees, as provided by law. The Agency may also collect from the Association any overpayment of dues, as provided by law, in which case the Agency will provide the Association with a list by bargaining unit employee of the amount needed to be recovered prior to recovery actions.

ARTICLE 41 – UNIT EMPLOYEE WORKDAY

Section 1. Workday

A. The school workday for unit employees, shall commence not more than twenty (20) minutes before and terminate not more than thirty (30) minutes after the instructional day.

B. In addition to the workday, in order to provide the highest quality educational programs practicable, unit employees will be required to be onsite outside those hours at times designated by the Agency to participate in, for example, Open House, parent-teacher conferences, public performances by students of plays, concerts, athletic events, other extra-curricular activities, etc. Administrators should normally provide as much advanced notice as possible of the events scheduled.

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

Section 2. Preparation

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

B. The Agency shall make reasonable efforts to provide a reasonable amount of preparation time for each unit employee during the employee's workday. For elementary school unit employees, a reasonable amount of time is approximately 225 minutes each week during the school year. For secondary school unit employees, a reasonable amount of time approximately two (2) periods in a cycle of seven (7) instructional periods, or the equivalent thereof, which will be built into the master schedule. Reductions in preparation time and other related issues due to shortened workdays/workweeks will be handled in accordance with past practice.

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

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

Section 3. Lunchtime.

A. The Agency shall make reasonable efforts to provide a duty-free lunch period of at least thirty (30) minutes for all unit employees. Unit employees may leave the worksite without obtaining permission during their non-paid, duty-free lunch period.

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

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

Section 4. Grade-Level Chairs.

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

Section 5 - Classroom Coverage

If a bargaining unit employee is used to cover another educator's class or duty on a regular and recurring basis, resulting in loss of scheduled preparation time, or otherwise causing additional work beyond the duty day, then impact bargaining may be proposed by the Association at the appropriate level.

ARTICLE 42 – HOUSING AND OVERSEAS ALLOWANCES

Section 1.

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

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

Section 2.

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

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

C. If assigned housing at government expense, a unit employee required to vacate the housing shall be eligible to reapply, in accordance with rules and regulations established by appropriate housing officials. Employees who desire housing that is appropriate for the employee or dependent medical needs or equipment, have a large number of dependents, or other documented needs of the employee(s) or their dependents may request assistance from the Agency.

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

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

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

Section 3.

A. The Agency shall provide a unit employee who is approved housing at government expense either housing which meets the minimum standards of adequacy established by appropriate military departments or, when such housing is not available, a living quarters allowance (LQA) in accordance with applicable laws, rules, and regulations. After the prescribed period permitted by DoD regulations has elapsed and the employee has not obtained permanent quarters, the

employee will draw a quarters allowance only if required by applicable laws, rules, and regulations.

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

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

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

Section 4.

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

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

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

D. Employees who have received LQA for POQ for ten (10) years from the initial date of POQ purchase in their local commuting area and are currently receiving the rental portion of LQA will be granted a four (4) year grace period of the rental portion of LQA from the effective date of this Agreement. At the end of the four (4) year grace period these employees will only be entitled to the utilities portion of LQA.

Section 5.

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

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

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

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

Section 6.

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

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

or, regardless of age, are incapable of self- support;

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

ARTICLE 43 – TRAVEL

Section 1.

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

Section 2.

In accordance with applicable laws, rules, and regulations, the Agency may provide government transportation and transient government facilities for unit employee attendance at a meeting of a technical, professional, scientific, or other similar organization for which an employee has been authorized by the Agency to attend.

Section 3.

During the time when a unit employee requires medical evacuation from their duty station, they shall be entitled to transportation at government expense only in accordance with applicable laws, rules, and regulations.

Section 4.

When a unit employee is excused from duty to travel to a point separate from their point of work to attend to personal emergencies, said employee shall be authorized travel in accordance with applicable laws, rules and regulations.

Section 5.

Unit employees shall be authorized renewal agreement travel (RAT) during summer recess periods upon completion of their prescribed tour of duty under their transportation agreement. Completion of one hundred seventy-five (175) days in a pay status at the OCONUS assigned duty location constitutes a school year for the purposes of RAT. The one hundred seventy-five (175) day period does not start until after the employee reports to the OCONUS duty location.

Section 6.

Unit employees shall be authorized roundtrip transportation (once each year) at government expense for each dependent (prior to age 23) attending an educational institution for higher learning in the United States, in accordance applicable laws, rules, and regulations.

Section 7.

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

ARTICLE 44 – RETIREMENT

Section 1.

A. Unit employees are free to set the effective date of their retirement, except as otherwise provided by law and government-wide regulation.

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

Section 2.

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

ARTICLE 45 – STUDENT GRADES

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

ARTICLE 46 – CURRICULAR MATERIALS

Section 1.

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

ARTICLE 47– School Year

Section 1. School Year

The school year for unit employees is 190 working days. If the Agency extends the school year beyond 190 working days for any unit employee, including early return/late departure, the employee(s) will be compensated at their daily rate for the 191st and any subsequent days thereafter for the remainder of that school year.

If the Agency extends the school year to more than 190 days, including early return/late departure, the compensation at an employee's daily rate each additional day beyond 190 days shall be included in unit employee's base compensation for retirement purposes as required by applicable law, rule, and regulation.

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

At the start of the school year, the Agency will provide unit educators with two (2) 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 Agency 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) workdays before the last workday of the school year. Unit employees who are reassigned to a different school will be notified by the Agency of the orientation time schedule at their new school at least two (2) days before the last workday of the school year via the Agency's official email system.

Section 3. Early Return Late Release

If the Agency directs early return/late departure for unit educators, the pro-rated daily rate (i.e., half, or full day) based on the number of hours of work assigned will be received by unit educators for each workday worked in addition to their school year base pay.

In order to allow for unit employees to have sufficient time to adjust summer and/or RAT travel plans, the Agency will inform any unit employee who is directed to perform early return/late release for training or professional development with at least one hundred twenty (120) days prior notice before the end of the school year.

ARTICLE 48 – TRIAL PERIOD

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

ARTICLE 49 – DURATION AND SUCCESSOR AGREEMENT

Section 1. Effective Date and Successor Agreement

This Agreement shall become effective on August 1, 2023. This Agreement shall remain in effect for an initial term of five (5) years following the effective date.

Either Party may give notice to the other not earlier than one hundred and five (105) days before or later than sixty (60) days prior to the anniversary date of this agreement. If neither Party serves notice of its intent to renegotiate this Agreement, the Agreement will be automatically renewed for one (1) year periods. The present Agreement will remain in effect during the renegotiation of the successor Agreement and until a new Agreement is effective.

Section 2.

When a negotiability appeal which arises out of the negotiations of this Agreement has been decided by the appropriate authority, upon request of the Association, the parties shall negotiate on negotiable issues raised in the negotiability appeals procedures within forty-five (45) days of the final decision. Agreements reached or settlements imposed shall become part of this Agreement.

Section 3. Ground Rules for the Negotiation of the Successor Agreement

The Parties will use the ground rules included in this Agreement as Appendix B for the negotiation of a successor to this Negotiated Agreement when notice is given in accordance with Section 1 of this Article.

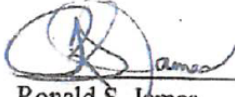
Section 4.

All the bargaining, mediation, and renegotiation sessions shall take place in person unless there is a government shutdown or emergency DoDEA furlough, or a pandemic declared by the CDC, US Government, or equivalent government authorities in locations in which bargaining will take place. If a pandemic allows DoDEA to continue operations, the parties will arrange for virtual negotiations similar to the arrangements they made during the COVID-19 pandemic

This Agreement between the Department of Defense Education Activity and the Federal Education Association was executed on April 18, 2023, and is effective on August 1, 2023.

For the Agency:

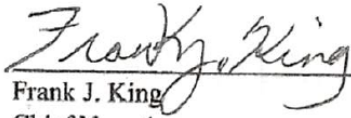
For the Association:



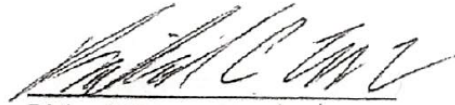
Ronald S. James
Senior Labor Advisor to the Director



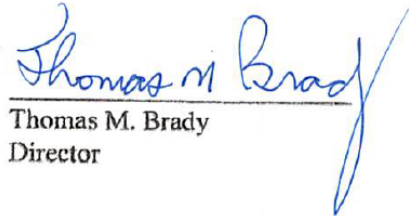
Suzanne Summerlin
Deputy General Counsel/ Deputy
Executive Director



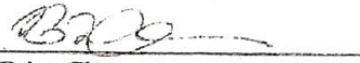
Frank J. King
Chief Negotiator



Richard Tarr
General Counsel/Executive Director



Thomas M. Brady
Director



Brian Chance
President

DoDEA Bargainng Team:

FEA Bargaining Team:

Alexa Rukstele
Lenoir Graham
Elgin Woods
Patrick Martin
Schwanda Rountree
Gary Gerstner
Sarah Rehberg

Alina Rozanski
Adele Collins
Matt Binfield
Romy Kerstetter
Terese Snowden
Patricia Hannon

Approved by the Department of Defense on May 5, 2023



MANPOWER AND
RESERVE AFFAIRS

OFFICE OF THE ASSISTANT SECRETARY OF DEFENSE
1500 DEFENSE PENTAGON
WASHINGTON, D.C. 20301-1500

May 5, 2023

MEMORANDUM FOR DIRECTOR, DEPARTMENT OF DEFENSE
EDUCATION ACTIVITY

SUBJECT: Collective Bargaining Agreement between Department Of Defense Education Activity (DoDEA) and Federal Education Association (FEA)

The subject agreement, executed on April 18, 2023, has been reviewed pursuant to 5 U.S.C.

§7114(c), and is conditionally approved, subject to the mandatory understanding below. The conditional approval of this agreement does not constitute a waiver of, or exception to, any existing law, rule, regulation, or published policy.

As noted above, the agreement is conditionally approved with the mandatory understanding that the following provision is interpreted in the manner described below:

Article 14, Performance Appraisal System, Section 2(B): “Unit employees shall receive ratings of either “Fully Successful (3)” or “Unacceptable (1)” on each element in their performance plans.”

It is well-settled that a provision in a labor agreement that establishes summary appraisal tiers directly interferes with management’s right to direct work pursuant to 5 U.S.C section 7106(a)(2)(A) and, therefore, is outside the duty to bargain. See, NTEU and DHS, 70 FLRA 701 (2018)(affirmed sub nom NTEU v. FLRA, 18-1239 (D.C. Cir. 2019)). Despite the decision of the court, I take note that management modified DoDEA Administrative Instruction (AI) 3000.1, Department of Defense Performance Management and Appraisal Program, to implement the two-tier summary appraisal scheme noted above. This modification is consistent with Summary Pattern A published in DoDI 1400.25, Volume 430, DoD Civilian Personnel Management System: Performance Management. I also note that management notified me of the modification to DoDEA AI 3000.1, and that management’s modification and implementation was incorporated by reference by the parties into the language of Article 14, Section 2(B). Accordingly, the language of Article 14, Section 2(B) is conditionally approved with the mandatory understanding that the single sentence represents the parties understanding of management’s decision to modify DoDEA AI 3000.1, and that a provision such as this one,

consistent with the finding in NTEU, is ordinarily outside the duty to bargain.

Please annotate the agreement to include the following statement:

“Conditionally approved by the Department of Defense on May 5, 2023.”

A copy of this memorandum was served via regular mail on the exclusive representative on May 5, 2023.

Please upload a Section 508-compliant final copy of the annotated agreement and one (1) copy of OPM Form 913B (https://www.opm.gov/forms/pdf_fill/OPM913b.pdf) to the OMB Max.gov website pursuant to E.O. 13836. If you have additional questions or concerns about this requirement, please contact Ms. Laura Larson, DCPAS, LOB 5, at: dodhra.mc-alex.dcpas.mbx.hrops-lerd-employee-relations@mail.mil.

If there are any questions concerning this memorandum, please contact Ms. Connie M. Buche, LER Specialist at 571-228-7856, or via email: dodhra.mc-alex.dcpas.mbx.hrops-lerd-labor-relations@mail.mil.

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Y.A.1395401005 Date: 2023.05.05 15:47:24
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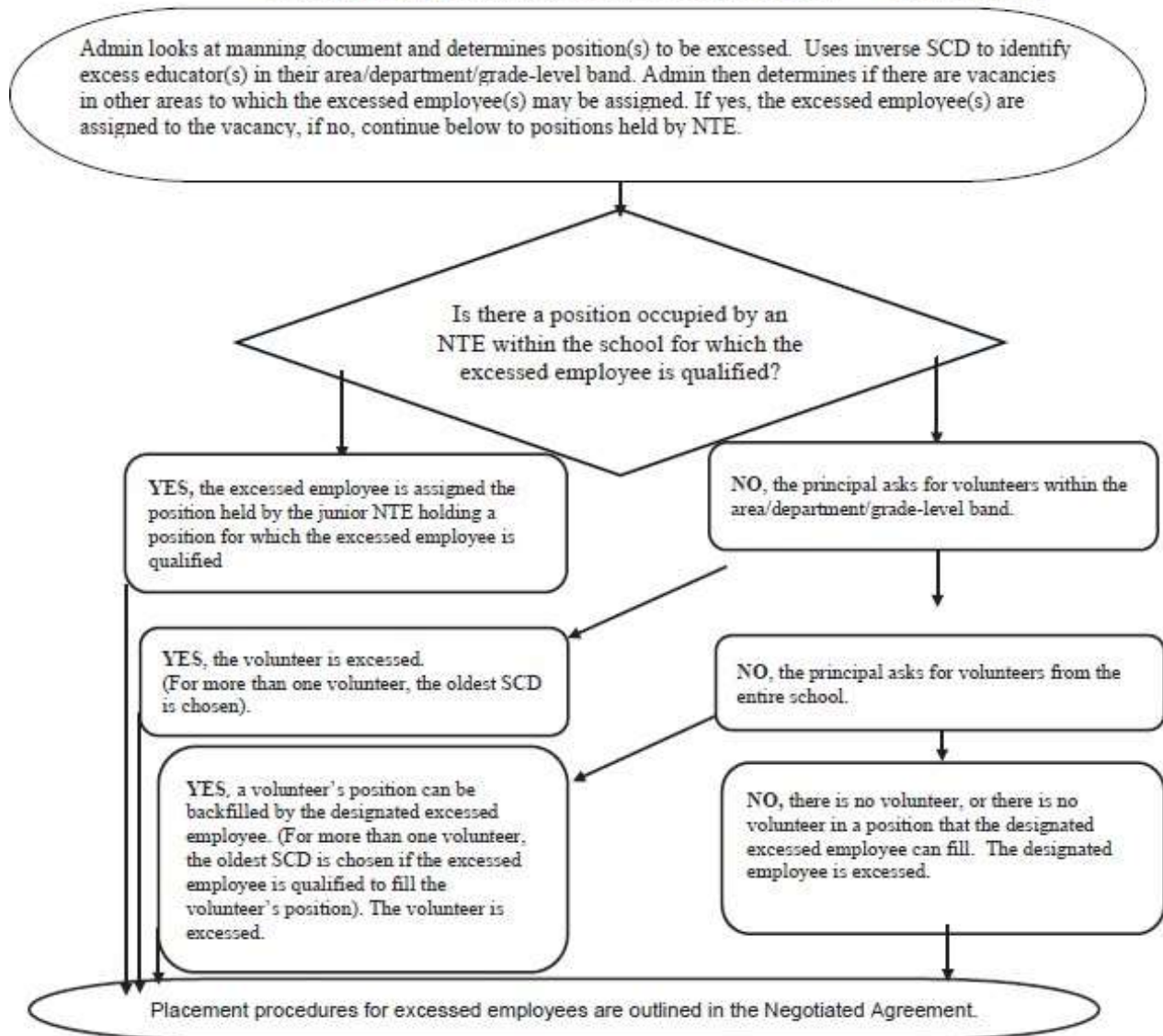
Nancy Anderson Speight
Deputy Assistant Secretary
Civilian Personnel Policy

cc via regular mail:
Richard Tarr, Executive Director/General Counsel
Federal Education Association, NEA
1201 16th Street, N.W., Suite 117
Washington, D.C. 20036

cc via e-mail:
Alexa Rukstele, DoDEA
Ronald S. James, DoD

APPENDIX A

School Level Excessing Guidance Flow Chart APPENDIX A



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

APPENDIX B

Ground Rules for Successor Agreement

- 1) The purpose: To establish ground rules for the Federal Education Association (the Association or FEA) and the Department of Defense Education Activity, Department of Defense Dependents Schools (Agency, DoDEA DoDEA, or Management), it is understood that these terms to be interchangeably, unless specifically stated otherwise. Hereinafter referred to as "the Parties," to govern the negotiation of a successor agreement (hereafter referred to as NA).
- 2) Size of Negotiation Teams: The Parties will determine the size of their respective bargaining teams. DoDEA and FEA will identify a point-of-contact (POC) to answer questions and address administrative or logistical matters by no later than thirty (30) days prior to the first day of the Timelines for Negotiation section bargaining schedule. In the event that either Party must change their designated POC during any part of the negotiations, the other Party must be notified in writing. DoDEA will approve official time for up to six (6) bargaining unit team members to participate in accordance with the specific grants of official time provided in the Preparatory Time and Timelines for Negotiations sections, below.

The Parties will exchange the names of their respective bargaining teams no later than thirty (30) days prior to the first day of the Timelines for Negotiations section.

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

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

- 3) Observers: Upon prior notice to the other Party, either Party may bring one (1) observer to attend the negotiations.
- 4) Experts: Either Party may bring a subject matter expert to the negotiations to present on an issue within his or her area of expertise that is being negotiated. The Association may request that a bargaining unit member who has not been designated as a member of the bargaining team, but is a subject matter expert in an issue being negotiated between the Parties, be

provided with official time, and will participate in the negotiations via Video Teleconference (VTC) over the subjects that they are an expert in. To limit disruptions to student instruction, not more than one (1) bargaining unit member expert per DoDEA school District will be released from duty on official time, at any one time. The Association will give DoDEA's designated POC at least two (2) weeks advance notice to allow arrangements for substitute teachers and development of lesson plans.

- 5) TDY Authorization and Travel Expenses: DoDEA agrees to provide up to six (6) Association bargaining unit team members who are authorized to travel to participate in bargaining activities established under the Timelines for Negotiation section of these ground rules with official travel orders.

In the event that a bargaining unit member selected to perform as a member of the bargaining team is unable to continue, and must be replaced, FEA may select a new bargaining unit member of its own choosing. Management will provide that replacement bargaining unit member privileges accorded to other bargaining unit team members under these ground rules, as appropriate. In the event a bargaining unit member leaves the bargaining unit, or is otherwise unable to perform their bargaining duties, the Union may elect to replace them.

This section does not apply to the Association President or Association non-bargaining unit members.

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

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

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

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

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

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

- 9) Location: The Parties will meet for bargaining at the FMCS headquarters, FLRA headquarters, or another mutually agreed upon neutral location in accordance with applicable government-wide regulations. The Parties will share the costs of procuring a neutral location equally. POCs for each Party will meet and confer to ensure that rooms are available.
- 10) Preparation Time: The Association is authorized to have six (6) bargaining unit members designated by the Association, released from duty on official time for up to ten (10) workdays during the period between the effective date of these ground rules and the start of term bargaining. The Association will decide how to use these preparation days and it is agreed that they do not need to be used all at one time.

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

- 11) Exchange of Initial Proposals: The Parties may mutually agree to Interest-Based Bargaining (IBB) as a method of reaching agreement. Toward this end, six (6) months prior to the start of bargaining, the Parties may agree to jointly request Interest-Based Bargaining Training and Facilitation from FMCS or another mutually agreed source. Parties may jointly develop a Process Agreement with the guidance of the IBB facilitator. The Parties may mutually agree to use IBB for all or part of bargaining, by article or any subdivision of an article. As the use of IBB is voluntary, either Party may, at their election, determine to opt out of IBB in favor of traditional bargaining.

At least fifty (50) days before the start of bargaining, the Parties agree to review the predecessor NA together, in a good faith attempt to narrow the scope of the issues. Parties may mutually agree to retain any existing articles.

If there is no agreement on IBB, each Party's initial proposals will be exchanged, both in writing and in electronic form no later than 30 days prior to the first day of bargaining.

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

- 12) Records, Notes and Transcripts of Sessions: Electronic and other recording devices are prohibited during the negotiations, but each Party may keep its own notes and records.
- 13) Rules and Regulations: Upon request, DoDEA will make available copies and/or access available to Association bargaining team members to access all governing laws, executive orders, rules, and regulations for Federal employees and DoDEA educators, including but not limited to, applicable DoD and DoDEA regulations, manuals, policy statements, administrative instructions, or similar documents. The Association has the right to copy such documentation as needed.
- 14) Negotiation Sessions and Times: Each daily negotiation session will begin, considering the use of the neutral facility, normally at 9:00 AM and conclude for the day at 5:00 PM EST. Parties agree to a one (1) hour, duty-free lunch period. Parties may mutually agree to extend or shorten the bargaining session. The negotiations will take place on normally scheduled business days. Travel days will occur on the weekend prior to the start of the bargaining session, and immediately after. This schedule will be jointly modified in the event that holidays, completion of bargaining, or for other reasons that may prevent the Parties from meeting during scheduled bargaining periods.
- 15) Timelines for Negotiations: Bargaining shall begin within forty-five (45) duty days after the opening of the NA for bargaining. Up to ten (10) weeks of negotiations will occur, if combined, twenty (20) articles or fewer are opened for renegotiation; up to fourteen (14) weeks of bargaining will occur, if combined, thirty (30) or fewer articles are opened; up to eighteen (18) weeks of bargaining will occur if thirty-one (31) or more articles are opened. At the conclusion of the applicable timeframe, either Party may extend negotiations by up to one week. Further extensions are permitted by mutual agreement.

Regardless of the number of articles opened, six weeks of face-to-face bargaining period will begin from the first day of the bargaining period. The Association is authorized to have six (6) bargaining unit negotiation team members, designated by the Association under the Size

of Negotiation Teams section above, on official time. If the Parties require further negotiations after the initial six weeks, they shall meet to negotiate at a minimum of two consecutive weeks every other calendar month. These additional bargaining sessions may be face to face, or by teleconference or video teleconference.

If a complete successor NA has not been reached after the conclusion of the above bargaining period, either Party may contact the Federal Mediation and Conciliation Service (FMCS), CADRO, or any mutually agreed upon provider, to secure future dates for mediation services following the completion of the bargaining periods discussed above. Absent mutual agreement on a neutral, the Parties will use FMCS. Contracting for a private neutral, if needed, will be in accordance with applicable government-wide regulations and the costs for a neutral will be equally shared by the Parties.

However, nothing prohibits either Party from soliciting neutral assistance during bargaining. In the event mediation is necessary after bargaining concludes, such mediation will not extend for more than 30 days unless otherwise directed by the neutral.

The Association is authorized to have six (6) bargaining unit negotiation team members, designated by the Association under the Size of Negotiation Teams section above, on official time during mediation efforts. The first two (2) weeks of mediation shall be in person. Then any subsequent mediation, if necessary, may be face to face, teleconference, or video teleconference.

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

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

- 16) Cancellation of Sessions: Bargaining sessions may only be cancelled by written mutual agreement of the Parties. Cancelled sessions will not serve to automatically extend any timeframes established by these ground rules. All extensions of timeframes shall be by written mutual agreement of the Parties.
- 17) Word Processing Fonts and Program: The Parties will use Microsoft Word as the only word processor. The Parties will use Times New Roman, font size 12 for proposals and counter proposals for the duration of the negotiations.
- 18) Caucuses: Either Party may declare a caucus. The Party requesting the caucus will leave the room and go to their caucus room.

- 19) Proposals and Counterproposals: Each Party reserves the right to amend/modify/withdraw their initial proposals, and to make/amend/modify/withdraw counterproposals in good faith during the term bargaining process.

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

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

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

If the dispute cannot be resolved after reasonable efforts (e.g., at least two rounds of discussion), the Union may choose to request a written declaration of non-negotiability, which it may choose to appeal to the FLRA. In the interest of a speedy resolution, the Parties may mutually agree to submit a non-negotiability determination to CADRO or a private neutral for mediation-arbitration. Contracting for a private neutral for mediation-arbitration, if elected, will be in accordance with applicable government-wide regulations and the costs will be equally shared by the Parties.

In the event the Union appeals such a declaration, that matter will be severed from these negotiations and will proceed on a separate track for resolution by the FLRA as provided in the rules and regulations of the FLRA. Concurrently, the remaining matters will continue in the bargaining process through resolution.

Within 14 days of receipt of a determination by the FLRA that a matter proposed for

negotiations is within the duty to bargain, either Party may initiate negotiations on the matter, except when either Party indicates its intent to pursue judicial review of the FLRA's decision in accordance with the Statute.

- 22) Impasse: If the Parties do not reach full agreement through the Timelines for Negotiation section including FMCS mediation, either Party may request the assistance of the Federal Service Impasses Panel.
- 23) Agency Head Review: The agency head will have thirty (30) days, in accordance with 5 U.S.C. 7114(c), from the date the Parties sign and execute the successor NA in which to review the proposed agreement. In the event that any portion of the agreement is disapproved through the Agency Head Review process, the Association retains all rights provided by law and may elect to renegotiate or file an appropriate petition with the FLRA.

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

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

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

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

APPENDIX C

APPENDIX C

**Memorandum of Understanding
Between
Federal Education Association
And
Department of Defense Education Activity**

The parties enter into the following arrangement. Regarding Article 40, Dues Withholding, Section 6, the following will go into effect when the Negotiated Agreement goes into effect:

"A. Employee Member Longer Than One Year

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

B. Employee Member Less Than One Year

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

However, should the FLRA or other body take action to reverse the interpretation in case No. 0-PS-34, Office of Personnel Management, 71 FLRA 571, the above language shall be struck and the below language will be adopted:

"No later than September 1st of each year, educators may request cancellation of labor organization dues by submitted a SF 1188 to the payroll office. Proper completion and timely submission of the SF 1188 is the employee's responsibility. If the SF 1188 is late (received after September 1st), it processes for the next school year."

This MOU will have the same duration as the Negotiated Agreement.


DoDEA
Ronald S. James

March 22, 2023
Date


FEA
Richard Tarr

March 22, 2023
Date