

# MASTER LABOR AGREEMENT

\_\_\_\_\_ BETWEEN \_\_\_\_\_

FEDERAL EDUCATION ASSOCIATION  
STATESIDE REGION (FEA-SR)  
(NON-PROFESSIONAL UNIT)

\_\_\_\_\_ AND \_\_\_\_\_

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

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BETWEEN  
FEDERAL EDUCATION ASSOCIATION – STATESIDE REGION (FEA-SR)  
(NON-PROFESSIONAL UNIT)  
AND  
DOMESTIC DEPENDENT AND SECONDARY SCHOOLS (DDESS)**

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## ARTICLE 1

### PREAMBLE

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

*Section 2. Intent and Purpose.*

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

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

*Section 3. Public Policy.*

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

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

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

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## ARTICLE 2

### **MISSION STATEMENT**

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

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ARTICLE 3

**RECOGNITION**

*Section 1. Recognition of Exclusive Representative.*

- a. The Agency hereby recognizes the Association as the exclusive bargaining agent and representative of all employees in the unit identified by FLRA Case Number AT RP-02-0019, Decision and Order, dated 31 July 2002, and any other FEA-SR classified unit certified by FLRA subsequent to the date of this Agreement.
- b. The bargaining unit members of DDESS covered by this Agreement are located at the Local School Systems (Appendix L) at the following installations:

- Camp Lejeune, North Carolina
  - Fort Campbell, Kentucky
  - Fort Knox, Kentucky
  - Fort Stewart, Georgia
  - West Point, New York

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

*Section 2. Successor Units.* Any successor unit certificate issued by the FLRA will automatically amend the unit description contained in (a) and (b) above. The Parties will, however, engage in bargaining on the following issues for any new Local School Systems which may be added to the unit: pay and official time.

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## ARTICLE 4

### CONDITIONS OF THE AGREEMENT

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

- a. It is understood and agreed to by the Parties that in the administration of all matters covered by this Agreement, except as otherwise specifically provided for within this Agreement, the Agency, the Association, and the Agency's employees are governed by applicable laws and regulations.
- b. All existing prior agreements or memorandums of understanding (MOU) are hereby extinguished as of the effective date of this Agreement.

**Section 2. Past Practice.** When a past practice conflicts with the Master Labor Agreement, the Master Labor Agreement will be controlling.

#### **Section 3. Agreement Application and Progress Review.**

- a. The Parties acknowledge that challenges are likely to arise over the implementation of a new collective bargaining agreement. Therefore, during April/May 2011, the Parties agree to meet to discuss and attempt to resolve all problems that have arisen during the initial year of implementation. This provision does not obligate the Parties to agree on the existence of a problem or to agree to any resolution, nor does it create any bargaining obligation or waive any enforcement right of the Parties. The obligation created by this provision is only to meet and discuss if requested by either party.
- b. The Agency will agree to pay travel expenses, in accordance with the Joint Travel Regulations, for the Association Area Director and four (4) bargaining unit members to attend the April/May 2011, meeting.

**Section 4. Continuation of Grievances Under Local Collective Bargaining Agreements.** All grievances filed prior to the effective date of this Agreement will continue under the terms and conditions of the local agreement where the grievance(s) originated.

**Section 5. Implementation of the Agreement.** The Parties recognize that, during the transition to this Master Labor Agreement, there may be some changes to terms and conditions of employment which must be bargained in accordance with Chapter 71 of Title 5. The Parties further agree that the terms and conditions of employment in existence during School Year 2009-2010 will be the basis on which to determine, in the future, if a change has occurred or is being proposed by the Agency. The Parties also recognize, however, that within the context of terms and conditions of employment within the classified bargaining unit, a bargaining unit employee is subject to the assignment of duties and responsibilities typically associated with the position to which assigned.

#### **Section 6. Distribution of the Agreement.**

- a. This Agreement will be processed in final format by the Agency. Following Agency head review in accordance with 5 U.S.C. § 7114(c), the Agency will reproduce the Master Labor Agreement, distribute in electronic/digital medium and/or paper format to bargaining unit

members, and provide the Association Area Director with twenty-five (25) paper copies of the printed Master Labor Agreement. The Agency also agrees that it will post the Agreement on the DDESS website within forty-five (45) days of the implementation date. Following execution of this Agreement and reproduction, a paper copy of the basic Agreement will be placed at all District employee lounges and each school Media Center.

b. Within six months following publication of the Master Labor Agreement as described above, the Agency will provide the Association with four (4) one-hour blocks of time for the Association to provide training on the Agreement to all current bargaining unit members at each Local DDESS School System. To the maximum extent possible, such training will occur during the bargaining unit member's regular duty day; however, any bargaining unit member whose regular duty day does not coincide with the scheduled training will not be entitled to additional compensation for time spent in the training. At the Association's request to conduct the block of training at a specific location, the local Association President and Superintendent, or designee, will mutually agree upon a location, date, and time.

c. Whenever a Memorandum of Agreement is signed by the Parties that amends, clarifies, or interprets any part of the MLA, a copy of the MOA will be posted on the DDESS web site and provided electronically to the Association Area Director. The Agency will redact all privacy protected information in any MOA prior to release. The addendum will then be added to the Agreement, and each copy provided thereafter will include a copy of the addendum.

## ARTICLE 5

### AGENCY RIGHTS

*Section 1. Statutory Rights, Subsection (a) of Section 7106 of Title 5 United States Code.* Subject to Section 2 of this Article, nothing in this Agreement shall affect the authority of any Agency official:

a. To determine the mission, budget, organization, number of employees, and internal security practices of the Agency, and

b. In accordance with applicable law—

(1) to hire, assign, direct, lay off, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;

(3) 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

(4) to take whatever actions may be necessary to carry out the Agency mission during emergencies.

*Section 2. Statutory Rights, Subsection (b) of Section 7106 of Title 5 United States Code.* Nothing in this Agreement shall preclude the Agency and the Association from negotiating:

a. at the election of the Agency, 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;

b. procedures which Agency officials will observe in exercising any authority under this section; or

c. appropriate arrangements for employees adversely affected by the exercise of any authority under this section by any such Agency officials.

*Section 3. Designation to Act for the Agency.*

a. The Agency retains the right to designate the officials who will take action on its behalf with regard to bargaining unit members. The use of "principal," "superintendent," "building supervisor", and other titles of specific Agency officials throughout this agreement recognizes that the Agency has historically chosen to designate these readily identifiable officials to take certain actions with respect to employees. The use of these terms in this agreement does not bind the Agency to continue designating any particular Agency official to perform any particular task.

b. **"PENDING NEGOTIABILITY DETERMINATION BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY"**

c. The Agency agrees to notify the Local President and affected bargaining unit member(s) of Agency organizational changes which modify the designated official(s) who take action on its behalf with regard to the assignment of work and the evaluation of bargaining unit members.

## ARTICLE 6

### ASSOCIATION RIGHTS

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

**Section 2. Weingarten Rights.**

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

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

(2) The employee requests representation.

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

c. If the bargaining unit member requests Association representation, by an FEA attorney, or a local Association representative, or both, no questioning will take place until the Association has been given at least twenty-four (24) hours to confer privately with the bargaining unit member. In no event will the bargaining unit member be permitted to delay questioning beyond twenty-four (24) hours. The Agency shall not be required to delay the questioning if the matter to be investigated involves a lost child, bomb/terrorist threat, or some other matter involving imminent danger to students, faculty, and/or staff.

d. The Parties understand that the Association shall inform the Agency of the identity of the local Association representative who will attend the Weingarten meeting.

**Section 3. Formal Discussion Rights.**

a. Local School System/School Building/Worksite Level.

(1) The Association shall be given the opportunity to be represented at any formal discussion whether held at the school system, school, worksite level, and/or any subpart thereof (which may include, for example, committees, meetings, groups, and training) between one or more representatives of the Agency and one or more unit employees or their representatives concerning any grievance, any personnel policy or practices, or other general conditions of employment. Whenever possible, prior to the Agency initiating any formal discussion involving resolutions of grievances or discussions of personnel policies, practices, or other terms and/or other general conditions of employment, the Association shall be given forty-eight (48) hour advance written or electronic (email) notification.

**(2) "PENDING NEGOTIABILITY DETERMINATION BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY"**

b. District/DDESS/DoDEA Level.

(1) The Association shall be given the opportunity to be represented at any formal discussion (which may include, for example, committees, meetings, groups, and/or training) between one or more representatives of the Agency and one or more unit employees or their representatives concerning any grievance, any personnel policy or practices, or conditions of employment whether at the District, DDESS, or DoDEA level.

(2) The Parties understand that normally the Association representative will be the FEA-SR Area Director for meetings at the DoDEA, DDESS, or District level. The Parties also understand that the Association shall inform the Agency, before any meeting herein described, of the identity of the Association representative who will attend the meeting.

(3) Prior to the Agency initiating any formal discussion involving resolutions of grievances or discussions of personnel policies, practices, or other general conditions of employment, the Association shall normally be given 10 calendar days advance written or electronic (email) notification.

**(4) "PENDING NEGOTIABILITY DETERMINATION BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY"**

**Section 4. Information Requests Under Subsection (b)(4) of Section 7114, Title 5, United States Code.** The Agency recognizes the Association's right to information under 5 U.S.C. 7114(b)(4). The Parties agree that all such requests for information by the Association will be in writing (per the format in Appendix C) and will articulate why the Association needs the requested information, including the uses to which the Association will put the information and the connection between those uses and the Association's representational responsibilities. All such requests meeting the above-stated criteria will be processed by the Agency within ten (10) workdays. The Agency further agrees to provide to the Association, without charge and to the extent not prohibited by law, all such data and information normally maintained by the Agency in the regular course of business, which are reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of bargaining, and which do not constitute guidance, advice, counsel, or training provided for Agency officials or supervisors, relating to collective bargaining. If the Agency needs clarification of a request for information or needs to communicate countervailing anti-disclosure interests on employee privacy concerns, it will do so in writing.

**Section 5. Announcement of Association Officers.** The Agency shall recognize the Association as the exclusive representative of its classified bargaining unit employees. During the initial staff meeting (Local School System/school level/work site) of each school year, the Agency shall announce the names of the elected and designated officials of the Association. During new staff/employee in-processing or orientation, whether by group or individuals, the Agency shall provide the new employee written notice of the names of the elected and designated officials of the Association.

**Section 6. Announcements at Faculty Meetings and Orientations.**

- a. The Association will be afforded the opportunity to make a presentation of not more than ten (10) minutes during the initial staff/faculty meeting at the Local School System/school building/worksite level, regardless of when the meeting is held, if bargaining unit employees are in attendance at the meeting.
- b. The Association will be afforded the opportunity to make announcements at any regularly scheduled District/Local School System/ worksite/school faculty/staff meetings if bargaining unit members are in attendance at the meetings.
- c. The Association will also be afforded the opportunity to make a presentation of at least ten (10) minutes prior to the end of scheduled formal new employee orientations. This provision is not intended to obligate the Agency to conduct formal new employee orientations.

**Section 7. Notification of Agency Responsibilities.**

- a. Each Local School System will, within twenty (20) workdays of the beginning of each school year, provide the local Association President, each Building Representative Spokesperson, and the Association Area Director with a copy of the school district phone directory and the name and phone number of the managerial point of contact for the following issues and topics: Equal Employment Opportunity (EEO); employee pay; labor employee relations; employee benefits; leave; workers compensation; retirement; training; hiring; position classification; official travel; purchasing; supplies and equipment; technology; school building security; safety; building maintenance; and property accountability.
- b. Within twenty (20) workdays of the beginning of each school year, the Agency will provide to the Association Area Director and the General Counsel a copy of the DDESS phone listings.

**Section 8. Association Access to DoD, Department of Defense Education Activity (DoDEA), and DDESS Issuances.**

- a. The Agency shall provide to the Association General Counsel the website addresses which contain current DoD Directives and Instructions, as well as current DoDEA Directives and Instructions.
- b. The Agency agrees to provide to the Association General Counsel a copy (hard copy, electronic copy by e-mail, or website address) for all current DoDEA and DDESS Directives, Instructions, and Policy Letters that apply to bargaining unit members. All bargaining unit members (at each Local School System) will have access to the directives, instructions, and policy letters. Updated changes will be provided as issued.
- c. The Agency also agrees to maintain at each Local School System a set of current School Policies, as well as policies issued by the Superintendent, Community Superintendent, school principals, or any other Agency official, which apply to bargaining unit members. The above will be available for review to all bargaining unit members.

**Section 9. Representation on Committees.**

- a. DDESS Level Committees.

(1) The Association shall be entitled to select one Association representative to be a member of each DDESS Level group or committee that is composed of Agency representative(s) and bargaining unit member(s) and that discusses personnel policies, practices, and terms and/or conditions of employment. **“PENDING NEGOTIABILITY DETERMINATION BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY”**

(2) The Association shall also be entitled to nominate committee member(s) who are to come from the bargaining unit. The bargaining unit member(s) will be in a paid duty status while working on committee activities. If such committee work occurs outside of the regular duty day/year, such work must be approved by the Agency. **“PENDING NEGOTIABILITY DETERMINATION BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY”** If travel is required, travel expenses, including per diem, will be paid in accordance with the JTR.

b. Local School System/School Building/Worksite Level Committees:

(1) The Association shall be entitled to select one local Association representative to be a member of each Local School System/school building/worksite level group or committee that is composed of Agency representative(s) and bargaining unit member(s) and that discusses personnel policies, practices, and/or terms and conditions of employment. The Association representative will be in a paid duty status while working on committee activities, when such activities are required and approved by the Agency, regardless of the time of day or time of year that the committee works. The Association representative will be compensated at his/her earned hourly rate for hours assigned and worked after the normal duty day or days assigned and worked outside of the normal work year. The Association representative may elect, with Agency concurrence, to receive compensatory time in lieu of his/her earned hourly rate. If travel is required, travel expenses, including per diem, will be paid in accordance with the JTR.

(2) The Association shall also be entitled to nominate committee member(s) who are to come from the bargaining unit. Such bargaining unit member(s) will be in a paid duty status while working on committee activities, when the activities are approved by the Agency, regardless of the time of day or time of the year that the committee works. Bargaining unit members will be compensated at their earned hourly rate for hours assigned and worked after the normal duty day or days assigned and worked outside of the normal work year. The bargaining unit member may elect, with Agency concurrence, to receive compensatory time in lieu of his/her earned hourly rate. If travel is required, travel expenses, including per diem, will be paid in accordance with the JTR.

**Section 10. Release of and Travel by Association Area Director.**

a. If the Area Director is elected from this bargaining unit, the Association will be entitled to the release from duty of one bargaining unit member to act as Area Director. The bargaining unit member to act as Area Director will be determined by the Association.

b. The following protocol will govern the Area Director's employment.

(1) While on release, the Area Director will receive his/her regular rate of pay for his/her normal employment work schedule with DDESS and will receive all benefits including, but not limited to, retirement credit, health benefits, savings plans, and leave.

**(2) “PENDING NEGOTIABILITY DETERMINATION BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY”**

(3) When official travel is required for the Area Director to meet with Agency officials, the Area Director will receive government travel orders. Travel expenses will be paid in accordance with the JTR.

(4) Additionally, the DDESS Director will annually provide a letter of introduction for the Area Director to use for travel to Local School Systems described in Article 3. The letter will request that on-base field grade quarters be provided, if available.

(5) A bargaining unit member released from duty to serve as Area Director under this section will be granted return rights to his/her former or similar position.

**Section 11. Release Time for Local Presidents.**

a. The Association is entitled to the release from duty of one local Association President as follows:

(1) One (1) workday per week at the following Local School Systems:

Fort Campbell  
Camp Lejeune  
Fort Stewart  
Fort Knox

(2) One-half (1/2) workday per week at the following Local School Systems:

West Point

**b. “PENDING NEGOTIABILITY DETERMINATION BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY”**

c. Any local President entitled to pre-approved release time as described above may request and, with the concurrence of the Superintendent (or designee), choose to not schedule regular release time but instead request official time on an as-needed basis.

d. In cases of special circumstances, i.e., natural disaster, adverse weather, closure of schools, in-service training, standardized testing, end-of-course exams, parent conferences, field trips, field days, the local Association President may be required, or may elect with the Superintendent’s (or designee’s) concurrence, to reschedule the official time period for a given day.

e. The schedule of release time will be determined by the Agency and the Association at the local level. If the Agency elects to provide substitute coverage while the Local Association President is on official time release, it will consider utilizing the same employee in the position.

f. The local Association President will continue to receive his/her normal salary and benefits while otherwise in a duty status and on pre-approved release/official time.

g. When official travel is required to meet with Agency officials away from the normal duty station, the Local Association President will receive government travel orders. Travel expenses will be paid in accordance with the JTR.

**h. "PENDING NEGOTIABILITY DETERMINATION BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY"**

i. The Agency recognizes the right of the Association to select or appoint its representatives for purposes of carrying out representational responsibilities. Accordingly, if the Local Association President is out on approved sick leave for any reason listed in Section 3.d of Article 21 and unable to perform necessary representational functions, he/she may designate an alternate representative to fulfill representational functions.

j. Except for approved absences from the Local School System to attend Area Council meetings, training, or other events that necessitate the local President's absence from the Local School System, official time granted under this section will occur within Agency premises. The local Association President will obtain approval from the Agency prior to performing duties while on official time away from Agency premises.

**Section 12. Official Time.**

a. Official Time shall be defined as time granted to an Association representative to conduct official representational duties or other activities as provided in 5 U.S.C. 7131. Official time may not be used to conduct internal Association business (e.g., activities related to solicitation of members, collection of dues, and election of officers).

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

Fort Campbell Dependents Schools	200 hours
Fort Knox Community Schools	200 hours
Camp Lejeune Dependents Schools	200 hours
West Point School	200 hours
Fort Stewart Dependents Schools	200 hours

These above-mentioned hours do not include official time provided by statute or regulation or for Agency-initiated requests to meet with Association official(s). If mutually agreed upon, additional official time may be granted.

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

d. Up to thirty-two (32) hours of official time per school year from each respective bank of hours may be used by Association-designated bargaining unit members at each Local School System to attend Association Area Council meetings. The hours authorized for attendance at Association Area Council meetings are in addition to the release time provided under Section 11 of Article 6. When requested, bargaining unit member attendees will be provided temporary duty travel (TDY) orders, i.e., permissive TDY orders. This travel order will include appropriate statements that the travel is at no expense to the Government, that no per diem or other travel

reimbursement is authorized, that the travel is at the employee's request, and/or that no accounting citation is required.

e. In addition to the official time authorized in Section 12.d. above for attendance at Area Council meetings, the Association Area Director may identify three (3) additional employees and the FEA-SR HCR within the bargaining unit who may attend each Area Council meeting up to a maximum of sixty-four (64) hours per Area Council meeting. No later than thirty (30) days prior to the date on which the release time for attendance will occur, the Area Director must give written notice to the DDESS Labor Relations Specialist(s) of which employees (to include the employee's school and school district) have been identified to attend the Area Council meeting. Should any of the identified employees be unable to attend as planned, a substitute may be permitted to go in his/her place if notice of the need for attendance is provided to the DDESS Labor Relations Specialist(s) at least five (5) workdays in advance and the employee's absence from the worksite is approved by the supervisor.

f. Except for approved absences from the Local School System to attend Area Council meetings, training, or other events that necessitate the bargaining unit member's absence from the Local School System, official time granted under this section will occur within Agency premises, to include traveling between schools within the district. The bargaining unit member on official time will obtain approval from the Agency prior to performing duties while on official time away from Agency premises.

### **Section 13. Office Space and Equipment.**

a. Each local Association will be provided office space with a desk and locking file cabinet dedicated for use by the Association President. The office space shall also contain a table, chairs, an Agency-standard computer with software, printer, Fax machine, and a telephone line with long distance capability, if feasible. In providing an Agency-standard computer with software, printer, and FAX machine, the Agency agrees to include the local Association office on the schedule for periodic upgrades of software and computer equipment which is normally a three (3) to four (4) year cycle. Changes/upgrade of equipment will be scheduled with the local Association President. The Agency will, as far as possible, identify individuals who have access to the office space allocated for the Association's use.

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

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

d. The Agency will provide cleaning and maintenance of the office space allocated for the Association's use.

### **Section 14. Use of Facilities and Equipment.**

a. Upon written request and approval by the local Superintendent (or designee), the Agency agrees to provide space in a school/Local School System building for Association meetings. Normally, such meetings occur after duty hours. Use of the space will be contingent upon

availability and will not interfere with any school activities or community functions. The Association will be responsible for the security and physical condition of the space/facility used.

b. The Association may use bargaining unit members' mailboxes within each school or worksite for distribution of Association notices, bulletins, and other informational materials to bargaining unit members. All such materials must be clearly identified as Association materials.

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

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

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

f. Upon advance written notice, the Agency shall make reasonable effort to ensure that Association employees and officials are allowed access to military installations in order to conduct labor-Agency or Association business. The parties understand that access to the installation will be subject to security restrictions imposed by the local installation.

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

#### **Section 15. School Board Meetings.**

a. The Local Association President or designee will be permitted to attend all regularly scheduled school board meetings for the site they represent. Official time, as provided for in Sections 10 and 11 of this Article, will be provided if the meeting is held during the school day. Executive session meetings may be closed under 10 U.S.C. 2164 (d)(6).

b. The Local Association President/designee may submit items for placement on the agenda and may participate in school board discussions of agenda items in accordance with local school board procedures.

c. A copy of the agenda and the previous month's minutes will be provided to the Local Association President/designee upon distribution to the school board. Official time will be provided if the meeting is held during the school day.

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

e. If subsequent legislation changes the present statutory requirement for a School Board to be established at each military installation where a DDESS Local School System exists, the Parties will, upon written request by either party, meet and complete bargaining as provided in Chapter 71 of Title 5, United States Code.

*Section 16. FEA At-Large Officers.* In the event an FEA At-Large Officer is elected from the DDESS classified bargaining unit, the bank of hours of official time identified for the Local School System where that bargaining unit employee works (Section 12b. of this Article) will be increased by 160 hours of official time for the school year(s) during which the employee(s) holds the position of FEA At-Large Officer. The FEA At-Large Officer will be accorded up to a maximum of twenty (20) workdays (160 hours) of official time as needed to attend FEA Board meetings, workshops, training, and the like. Requests for official time for this purpose will be submitted, at least five (5) workdays in advance, to the Superintendent of the FEA At-Large Officer's District on the form at Appendix B. Such requests for official time are subject to approval by the Superintendent.

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## ARTICLE 7

### **BARGAINING RIGHTS AND REQUIREMENTS**

#### *Section 1. Bargaining.*

##### a. Levels for Bargaining:

(1) Issues affecting DoDEA, DDESS, District, or multiple local school systems will be bargained at the DDESS Director/Association Area Director level.

(2) Issues unique to a Local School System, individual school, or worksite, or portion thereof, will be bargained at the local Association President/local Superintendent level.

##### b. Requirements for All Bargaining:

(1) The Association and the Agency will determine the make-up of their own bargaining teams.

(2) **"PENDING NEGOTIABILITY DETERMINATION BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY"**

(3) While bargaining may be accomplished through person-to-person meetings or by telephone, facsimile, electronic mail, and/or video teleconferencing, etc., to the greatest extent possible bargaining will be accomplished in such a manner so as to preclude the need for travel.

(4) When bargaining is completed through person-to-person meetings, bargaining sessions will be held at a location selected and paid for by the Agency. Typically the sessions will be held during normal duty hours.

(5) If travel is required for the Association Area Director, local President(s) and/or bargaining team members to engage in DoDEA, DDESS, District, or multiple Local School System bargaining (substantive, impact and implementation, or mid-term), the Agency will issue a government travel order and pay travel expenses in accordance with the Joint Travel Regulations.

(6) The DDESS Director may also, at his/her discretion, agree to issue government travel orders and pay travel expenses in accordance with the JTR for the Area Director to participate in local bargaining when unique circumstances so warrant.

(7) As provided for in 5 U.S.C. 7114(b)(5), if agreement is reached between the Parties and either party so requests, the agreement will be executed in writing documenting the agreed-upon terms.

#### *Section 2. Impact and Implementation Bargaining.*

a. The Agency recognizes that the Association must be notified of changes to personnel policies, practices, and/or terms and conditions of employment that impact bargaining unit

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

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

**(1) DoDEA, DDESS, District, and/or multiple Local School System Level Bargaining.**

(a) For proposed changes, the Association Area Director will be notified in writing of the proposed change(s), electronically (email) and certified mail, or hand-delivered with signed acknowledgement of receipt. The date of receipt for the certified mail, or the actual acknowledgment date in the case of personal delivery, will be the starting date for counting all future time requirements under this Article.

(b) All such notification(s) described in paragraph 2.b.(1)(a) above will include a description of the proposed change(s) along with the Agency rationale for the change(s).

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

(d) The Association Area Director will have thirty (30) calendar days to submit any written proposal(s) to the Agency's proposed change(s) to the office of the DDESS Director.

(e) If, after proper notification of proposed change(s), the Association fails to respond with written proposal(s) during the time frames listed above, the Agency may implement its planned change(s).

(f) Bargaining will commence not later than forty-five (45) calendar days after receipt of the Association's proposal(s).

(g) The Association's bargaining team may be comprised of no more than two (2) bargaining unit members, the Association Area Director, or designee, and an FEA-SR attorney. If the Agency's bargaining team exceeds four (4) team members, then the Association bargaining team will be entitled to the same number of members as the Agency team.

(h) In instances where implementation is necessary prior to expiration of the thirty (30) calendar day notification period or completion of bargaining, the Parties may agree, in writing, to allow for implementation of the change with application of agreed upon provisions retroactive to the date of implementation.

**(2) Local School System Level Bargaining.**

(a) For proposed changes affecting a Local School System (or entity thereof), the Local Association President will be notified via certified mail or hand-delivered with signed acknowledgement of receipt. The date of receipt for the certified mail or the actual

acknowledgment date in the case of personal delivery, will be the starting date for counting all future time requirements under this Article.

(b) All such notification(s) described in paragraph 2(a) above will include a description of the proposed change(s) along with the Agency rationale for the change(s).

(c) If requested, the Local Association President (or designee) and Agency representative(s) will discuss the details of the Agency's proposed change(s).

(d) The Local Association President will have twenty (20) calendar days to submit, to the local Superintendent (or designee), any written proposal(s) to the Agency's planned change(s).

(e) If, after proper notification of proposed change(s), the Association fails to respond with written proposal(s) during the time frames listed above, the Agency may implement its proposed change(s).

(f) Bargaining will commence not later than ten (10) calendar days after receipt of the Association's proposal(s).

(g) The Association bargaining team will consist of no more than one (1) bargaining unit member and the local President, or designee. If the Agency's bargaining team exceeds two (2), the Association will be entitled to an equal number of team members. The Association Area Director and/or FEA-SR Attorney may attend any bargaining session as observers at Association expense.

(h) In instances where implementation is necessary prior to expiration of the twenty (20) calendar day notification period or completion of bargaining, the Parties may agree, in writing, to allow for implementation of the change with application of agreed upon provisions retroactive to the date of implementation.

**Section 3. Mid-Term Bargaining.** The Parties agree that, during the eighteenth (18<sup>th</sup>) month of this Agreement, either side may provide notice of desire to engage in mid-term bargaining over any matter not reasonably covered by or contained in this Agreement.

a. Within sixty (60) calendar days of that notice, the Parties may submit proposals over any DDESS-wide matter not reasonably covered by or contained in this Agreement. After expiration of the sixty (60) day window to submit proposals, the Parties may agree to bargain on additional proposals.

b. Initial bargaining proposals will be sent electronically, certified mail, overnight delivery service, or hand-delivered with signed acknowledgment of receipt to the DDESS Director or Association Area Director. The date of receipt for the electronic mail message, certified mail, or overnight delivery, or the actual acknowledgment date in the case of personal delivery, will be the starting date for counting all future time requirements under this Article.

c. The bargaining proposals will include a written explanation of the result desired by the proposals.

d. Within thirty (30) days of receipt of the proposals, the Parties will meet to discuss ground rules (if requested by either side) and a schedule for bargaining.

e. The Association bargaining team will consist of four (4) bargaining unit members, the Association Area Director, and an Association attorney.

## ARTICLE 8

### EMPLOYEE RIGHTS

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

*Section 2. Right to Representation.*

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

b. When filing a grievance under the negotiated grievance procedures in Article 26, bargaining unit members will have the right to represent themselves or be represented by an Association-designated representative. Association representation may also include representation by Association attorneys.

c. When filing a complaint or appeal under any system other than the negotiated grievance procedure, bargaining unit members shall have the right to represent themselves or be represented by an Association-designated representative, which may include Association attorneys, or be represented by an attorney or other representative of their own choosing.

d. Each bargaining unit member may seek assistance from his/her Association-designated representative at any time during the duty day when neither is involved in assigned duties, i.e., during established break or lunch periods. Completion of an official time request form (Appendix B) is not required in this type of situation. If either the bargaining unit member or the Association-designated representative is involved in assigned duties and a member needs immediate assistance from an Association representative, the bargaining unit member shall contact his/her supervisor (or designee). If the supervisor (or designee) determines that work conditions permit, the bargaining unit member and the Association representative will be released and, if necessary, will be provided coverage for their responsibilities. The Association representative will be required to complete an official time request form (Appendix B) and have it approved by the appropriate Agency official.

e. Except as provided for in Section 5 of Article 16, nothing in this Agreement shall require a bargaining unit member to become or to remain a dues-paying member of the Association.

*Section 3. Official Personnel Files.*

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

b. In addition to the OPF, the Agency reserves the right to maintain employee file(s) at the DDESS Area Service Center, DoDEA Personnel Center, District, Local School System, and/or supervisory levels. Upon written request, the Agency will notify the bargaining unit member of

all files retained on said bargaining unit member. Bargaining unit members will have access to, and are authorized to make copies of, documents in their employee file(s) as provided by applicable law, rule, or regulation.

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

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

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

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

#### **Section 4. Pay Records.**

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

b. Bargaining unit members are strongly encouraged to review pay documents, to include the bi-weekly Leave and Earnings Statement, to verify the accuracy of pay received and deductions withheld from their pay.

c. Bargaining unit members are strongly encouraged, but not required, to maintain official documents they receive related to pay and leave and to carry such documents with them when they are transferred or reassigned.

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

**Section 5. Service of Warrant/Subpoena** If a bargaining unit member to be served with a warrant or subpoena while at work, the Agency shall make reasonable efforts to ensure that

such activity is done in private without the knowledge of other bargaining unit members or students.

**Section 6. Telephone Access.**

a. The Agency shall make reasonable efforts to ensure that bargaining unit members have privacy at the school/work site for making necessary phone calls to parents, personnel offices, school administration offices, military offices, and other Agency officials. This may include such efforts as designating a central location, i.e. office, closet, etc., or purchasing longer telephone cords so that bargaining unit members may step away from areas where other people are present.

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

c. When bargaining unit members involved in classroom instruction or activities receive telephone calls that are routine or non-emergency in nature, messages will be taken and provided to the bargaining unit member. When calls are of an emergency nature, reasonable efforts will be made to locate the bargaining unit member so he/she might receive the call.

**Section 7. Resignation and Retirement.**

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

b. The Agency will make available annual training on retirement for interested bargaining unit members within five (5) years of their eligible retirement date. Other interested employees may be allowed to attend with supervisory approval.

**Section 8. Processing Paperwork upon the Death of a Bargaining Unit Member.** The Agency shall take appropriate steps to ensure that appropriate personnel actions related to the death of a bargaining unit member are processed expeditiously after receipt of a certified copy of the death certificate.

**Section 9. Employment-Related Information.**

a. During in-processing or orientation of new bargaining unit members, the Agency will provide the member a copy of his/her position description, salary schedule, written notice of benefits, a copy of the Master Labor Agreement, and information concerning the bargaining unit member's performance appraisal.

b. Salary schedules for bargaining unit positions will be posted on the DDESS web-site.

c. Upon being hired, and thereafter at the beginning of each school year, seasonal unit members will be provided an applicable salary schedule. Upon a seasonal bargaining unit member submitting a written request to the Agency within the first sixty (60) days of each new school year, the Agency will provide the unit member with a worksheet (**Appendix M**) explaining their salary breakdown for the year. If necessary, the worksheet will be updated and redistributed once during the year if the employee so requests in writing.

**Section 10. Providing Position Descriptions.**

- a. Upon initial employment, and thereafter upon request, each bargaining unit member will be provided with a copy of his/her current position description.
- b. Position descriptions reflect the major duties that have been assigned to a particular position but do not constitute a limitation on the assignment of duties to a bargaining unit member. Consistent with the Agency's retained right to assign work, the Agency has the right to develop or make changes to position descriptions to ensure they accurately reflect the work assigned, level of supervision, qualifications required, and range of duties assigned. The Agency recognizes, however, that the Association is entitled to bargain the impact and implementation of changes to encumbered position descriptions when those changes in the position description change terms and conditions of employment in accordance with 5 U.S.C. Chapter 71. Such bargaining will be done at the DDESS level.

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

**Section 12. Providing Storage Space.**

- a. As soon as possible, but not later than one (1) year from the effective date of this Agreement, each unit member will be provided one locking storage area, i.e., cabinet, file cabinet, desk, closet, etc., for each bargaining unit member to store his/her personal belongings during the duty day. Except for emergencies that necessitate such action or situations that may endanger the health or safety of students or bargaining unit members, the Agency shall not open a locked storage area designated for use by an individual bargaining unit member for storage of his/her personal belongings unless the bargaining unit member has been given the opportunity to be present or has given written consent.
- b. The Agency will make reasonable effort to provide adequate storage for employment-related supplies, materials, and equipment.

**Section 13. Providing Access to Work and Storage Areas.**

- a. Access will be provided to facilities and equipment that are required in the performance of a bargaining unit member's duties during normal work hours.
- b. The Agency will make reasonable effort to provide bargaining unit members access to work facilities and equipment after normal duty hours and during all recess periods, where health, safety, and security concerns can be met.

**Section 14. Staff Lounge.** The Agency will provide a minimum of one lounge/break area per school/work site for use by bargaining unit members and other Agency staff. Where feasible, the lounge/break area shall be furnished with a couch, chair, a table and chairs, a microwave, a refrigerator, a soda machine, and a telephone. The lounge/break area will be maintained by the Agency.

**Section 15. Dress and Appearance.** Bargaining unit members are expected to comply with reasonable apparel and grooming standards that are derived from consideration of health,

safety, and type of position occupied. Any prohibitions by supervisors on bargaining unit member dress and appearance must be based on a clear showing that the prohibited appearance item contributes to an unsafe, non-productive, or disruptive work environment. 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.

*Section 16. Individually Developed Materials.*

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

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

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## ARTICLE 9

### GENERAL ADMINISTRATION PROCEDURES

**Section 1. Non-Job-Related Illness/Injury/Disability/Accommodation.** Nothing in this section is intended to expand or limit any rights bargaining unit members may have under the Rehabilitation Act/Americans with Disabilities Act.

a. A bargaining unit member recuperating from an illness or an injury and temporarily unable to perform his/her full-time duties may submit a written request to his/her supervisor (or designee) for a temporary assignment to limited duty. The bargaining unit member has the responsibility to support his/her request with appropriate medical documentation as provided in 5 C.F.R. Part 339.104 and is responsible for costs incurred in obtaining such documentation. The Agency shall consider granting such temporary assignment if supported by appropriate medical documentation and if a position to which the bargaining unit member may be detailed is available. The Agency shall also consider reasonably modifying the bargaining unit member's current job, if reasonable.

b. A bargaining unit member who has a medical condition and cannot perform light or limited duties, may be granted sick leave, personal/annual leave (including leave donated under the Voluntary Leave Transfer Program or Emergency Leave Bank), or leave without pay.

c. A bargaining unit member who has a permanent or long-term illness or disability and who is unable to perform his/her full-time duties may submit a written request to his/her supervisor (or designee) for a change to another position or for accommodation of his/her medical condition within his/her current position. The bargaining unit member has the responsibility to support his/her request with appropriate medical documentation as provided in 5 C.F.R. Part 339.104 and is responsible for costs incurred in obtaining such documentation. The Agency shall consider granting such change in positions if supported by appropriate medical documentation and a position to which the bargaining unit member may be assigned is available. The position can be either at the bargaining unit member's current pay level (reassignment) or at a lower pay level with retained pay as provided for in Article 20. The Agency shall also consider modifying the bargaining unit member's current job, if reasonable.

**Section 2. Separation As a Result of Illness/Injury/Disability.**

a. Bargaining unit members who cannot be retained in their position or changed to another position because of long-term or permanent illness or disability will be advised of their right to apply for disability retirement.

b. If accommodation as described in Section 1 a., b., and c. is not feasible, the Agency may initiate other action, such as removal from Federal service, for inability to perform the essential duties of the bargaining unit member's permanent position and/or long term absences with no foreseeable end. Prior to initiating such action, the Agency will consider other alternatives, such as continuation of employment in a leave or leave without pay status, placement in another position not requiring the same physical effort or having the same requirements, or other such accommodations as described in Section 1 above.

**Section 3. Medical Examinations/Medical Surveillance Programs/Fitness for Duty Examinations.** Medical examinations, medical surveillance programs, and fitness for duty examinations will be conducted in accordance with 5 C.F.R. Part 339.

**Section 4. Voice and Tape Recordings.** The Parties agree that during any conversation or meeting, attended by DDESS Agency official(s), bargaining unit member(s), and/or Association officials, that no voice or tape recording will be made without the consent of all present. Agency officials will advise parents and/or base officials that voice or tape recording of meetings with school staff can only be made with the consent of all present.

**Section 5. Probationary Period.**

- a. Newly hired permanent bargaining unit members must serve a continuous one-year probationary period within the same DDESS Local School System. A probationary period ends on the last duty day prior to expiration of the one calendar year probationary period.
- b. All newly hired permanent bargaining unit members, with prior Federal service (including DDESS or DoDDS), who have successfully completed a probationary period of at least one calendar year in a position that is the same or similar to the position being filled, will not have to complete another probationary period.
- c. Bargaining unit members, who are converted to permanent positions from a temporary or term appointment within the same Local School System and without a break in service, will be given credit for the temporary/term period in meeting the one calendar year probationary period provided such position(s) is the same or similar from which converted.
- d. All newly hired permanent and term bargaining unit members, including those serving a probationary period, will receive full benefits from the date of initial appointment in accordance with appropriate law, rule, and regulation.

**Section 6. Unfair Labor Practices.**

- a. At least fifteen (15) calendar days before filing an unfair labor practice charge with the Regional Office of the Federal Labor Relations Authority, the initiating party will identify clearly to the charged party the basis of the possible unfair labor practice charge and the circumstances surrounding it.
- b. During the fifteen (15) calendar-day period, the Parties may confer to discuss and attempt in good faith to settle any alleged violations of the Federal Service Labor Management Relations Statute that may become the basis of an unfair labor practice charge if not resolved informally.
- c. Excluded from the above procedures are allegations that, if filing were delayed, would result in substantial or irreparable harm to the filing party's interest or property (e.g., those situations that would justify injunctive relief in a Federal Court) or would result in an untimely filing of the unfair labor practice charge.

**Section 7. Solicitation Activities**

- a. Although the Parties support DoD and Agency-authorized savings bond and other charitable activities, no bargaining unit member will be coerced to participate or contribute to any savings bond or charitable activity.
  
- b. Bargaining unit members may not engage in solicitation activities not authorized by DoD or the Agency within the work site during duty hours. Bargaining unit members may not utilize Agency-produced listings, rosters, or directories, or utilize Agency records (including electronic listings, rosters, or directories) to produce such listings, rosters, or directories for the purpose of mass or selected mailings, solicitation of sales or products or services, or for other personal purposes.

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## ARTICLE 10

### ASSOCIATION AND DDESS COOPERATION

#### *Section 1. Providing Information.*

- a. By the end of the fourth week of the beginning of each school year, the Agency will provide the Association Area Director of FEA-SR with a listing of bargaining unit members, organized by Local School System, containing each bargaining unit member's name and job title. An update of the listing will be provided to the Association in February of each year.
- b. The Agency agrees to provide the Association Area Director a listing in September and February of each year of all employees (including Local School System location) in the bargaining unit who have separated, resigned, retired, or died. The Agency also agrees to provide a promotion list of all bargaining unit employees during September and February of each year.
- c. The Agency agrees to provide the Local Association President, by the 10<sup>th</sup> calendar day of each month, a listing of bargaining unit employees (including Local School System location) who were hired during the previous month.

#### *Section 2. Communication.*

- a. To promote and facilitate understanding and constructive relationships between the Association and the Agency, the DDESS Director and the Area Director, FEA-SR, may meet periodically to discuss matters of mutual concern.
- b. In the administration of this Agreement, channels of communication for both Parties shall normally be as follows:
  - (1) Individual School/Work Site Level – School Administrator/Supervisor and Building Representative Spokesperson (BRS). The Local Association President will notify the Agency of the bargaining unit member within the individual school/work area who represents the Association. Only the local President and Area Director have the authority to bind the Association to any agreement at the local school level.
  - (2) Local School System Level - The District or Community Superintendent or designee and the Local Association President or designee.
  - (3) District/DDESS Level - The DDESS Director or designee and the FEA-SR Area Director or designee.
- c. Designation of normal channels of communication does not preclude communication between parties on different levels.
- d. 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.

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

## ARTICLE 11

### HEALTH AND SAFETY

#### *Section 1. Safe and Healthy Working Conditions.*

- a. The Agency recognizes its responsibility to provide and maintain a safe and healthy work environment and to follow government guidelines regarding environmental conditions for Federal buildings. The Agency, therefore, commits to make reasonable efforts in this regard to contain asbestos and provide sanitary facilities, mold-free air, adequate lighting, ventilation, heating, air conditioning, and work areas free from pollutants and excessive noise levels.
- b. The Agency will make reasonable efforts to provide a work area free of weapons, explosive devices, and threatening behavior.
- c. The Agency will make reasonable efforts to establish channels of communication with officials of the host military department and to ensure that adequate support is provided to maintain a safe and healthy work environment.
- d. The Agency shall notify the Local Association President when the Agency becomes aware of health and safety problems in a school(s)/work site.
- e. The Association commits to cooperating with the Agency to provide and maintain a safe and healthy work environment by making reasonable efforts to encourage employees to adhere to established safety regulations and to otherwise perform their respective duties in a safe manner.
- f. The Agency will provide orientation/instruction/training of employees in appropriate safety matters.
- g. Employees will be alert to unsafe practices, equipment, or conditions, as well as environmental conditions, within their immediate areas that might represent suspected health hazards. If an employee observes a condition that a reasonable person would perceive as unsafe, the employee shall report same to his/her immediate supervisor.
- h. The Agency agrees to request the host base Industrial Hygiene Office to make determinations concerning bargaining unit member(s)' exposure to chemical or physical hazards. If appropriate, the Industrial Hygiene Office will place the employee on medical surveillance, document the exposure and treatment in the employee's medical record, and provide the employee a copy.

#### *Section 2. Inspections.*

- a. The Agency shall request periodic inspections (but not less than bi-annually) by host military base officials for compliance with health and safety requirements and identification of unsafe, unhealthful, or hazardous conditions. Copies of inspection reports will be furnished to the Local Association President.

b. During the first year following the execution of this Agreement, the Agency agrees to conduct a radon test at the following local School Systems: Ft. Knox; Ft. Campbell; and West Point. Copies of inspection reports will be furnished to the Local Association President.

c. The Agency agrees that it will perform/contract for air quality inspections at schools/worksites when appropriate cause exists. Copies of inspection reports will be furnished to the Local Association President.

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

**Section 4. Threats Against the Safety of the School and/or Worksite.**

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

b. In the event that any school building/worksite is evacuated in whole or in part by reason of any report or threat of damage thereto by bomb, fire, or other lethal instrument or incident, employees will not be required to participate in any search for such lethal or destructive instrument(s).

**Section 5. Emergency Arrival/Dismissal or Closure Procedures.**

a. When the Agency determines that emergency conditions exist that warrant closure of activities, group dismissals, or late arrivals, the Agency will follow the procedures established in DDESS Policy Letter 04-009 at Appendix N. If the Agency makes changes to, amends, or rescinds/replaces the DDESS Policy Letter at Appendix N, the Association will be provided advance notice and an opportunity to engage in impact and implementation bargaining.

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

c. Employees on a seasonal work schedule will be compensated in accordance with Article 20, for all days required to be made up beyond the work year requirements as described in Article 18.

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

**Section 6. Assistance with Recoupment of Lost or Damaged Property.** When a bargaining unit member suffers a loss or damage of personal items on school grounds or work facilities, the Agency will refer the employee to the local office of the Staff Judge Advocate, Claims Section, for appropriate information and claims processing.

**Section 7. Assistance If an Employee is Assaulted.**

- a. The Agency will make reasonable efforts to ensure the safety of its employees.
- b. Bargaining unit members shall report cases of physical assault and/or verbal threats suffered by them in connection with their employment to their principal or other immediate supervisor.
- c. When a bargaining unit member's absence arises out of assault or injury incurred in connection with his/her employment, he/she shall be entitled to such compensation as provided for in 5 U.S.C. 8101 *et seq.*

**Section 8. Employee Assistance Program.** The Agency shall notify bargaining unit employees annually of the existence of the Employee Assistance Program (EAP). Employee participation in the program is voluntary and, at all times, will be kept confidential.

**Section 9. Hepatitis Vaccination and Flu Shots.**

- a. Hepatitis B vaccinations shall be administered in compliance with the OSHA Blood Borne Standard, 29 C.F.R. 1910.1030, Universal Precautions published by the Center for Disease Control (CDC), and DoDEA Regulation 4800.5, "DoDEA Bloodborne Pathogen Exposure Control Program." Bargaining unit members whose position or duties do not meet the criteria established by DoDEA Regulation 4800.5 for occupational exposure to blood borne pathogens may make written request to their immediate supervisor to be included in the vaccinations. The DDESS Director may, in his/her discretion, authorize and fund the request.
- b. The Agency will request the host military sponsor to make annual flu shots available for unit employees free of charge.

**Section 10. Communication Devices.** Whenever possible and subject to Agency budgetary limitations, all offices/work sites shall be equipped with some form of operable two-way communication device.

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## ARTICLE 12

### **STUDENT DISCIPLINE**

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

*Section 2. **Student Discipline Policy.*** Each bargaining unit member who is responsible for carrying out the Agency's student discipline policy shall be provided copies (hard copy or electronic) of the Agency's policies, guidelines, and regulations concerning pupil behavior and discipline and, on an annual basis, will be provided information and guidance on school discipline procedures.

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## ARTICLE 13

### PLACEMENT OF CHILDREN WITH DISABILITIES

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

*Section 2. Training.* The Agency will provide in-service training, staff development, and/or orientation to bargaining unit members who have day-to-day responsibility for working with special needs students, repeated contact with special needs students, and/or responsibility for effectively implementing DoDI 1342.12. The Agency will consider providing staff development, and/or orientation, to other bargaining unit members. Training/staff development/orientation may include policies and procedures for CPR, restraint, behavior management, and other related training/information.

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## ARTICLE 14

### WORKERS COMPENSATION

*Section 1. **Employee Rights and Entitlements.*** Nothing in this Article is intended to expand or limit any rights or entitlements employees may have under the Federal Employee's Compensation Act or other applicable law, rule, and regulation.

*Section 2. **Federal Employees Compensation Act/Workers' Compensation.*** Work-related accidents or illness will be administered by the Agency under the Federal Employees Workers' Compensation Act (FECA). FECA information and claims may be obtained from the Local School System Community Staff Office/District Staff Office. The Agency will post a copy of the current Workers' Compensation guidelines on each official bulletin board and will update it when appropriate.

*Section 3. **Responsibilities and Procedures.***

a. When a bargaining unit member incurs a job-related injury or occupational illness/disease, he/she must report the injury/illness/ disease to his/her immediate supervisor and receive authorization for medical treatment, if needed. The bargaining unit member should seek medical treatment, if required, and then initiate his/her claim under procedures established in the Federal Employee's Compensation Act.

b. The bargaining unit member will be advised of his/her rights, responsibilities, and procedures to follow by receipt of the Statement of Understanding located at Appendix L, or an updated version thereof. The Agency will post the Statement of Understanding on the DDESS website and school bulletin boards. Copies may be obtained from the Human Resources Site Liaison Office.

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## ARTICLE 15

### **PERFORMANCE APPRAISAL SYSTEM**

- a. The Agency will issue an instruction governing performance management policies, procedures, and requirements. Prior to implementation of the instruction, the Agency will first notify the Association and provide an opportunity to bargain in accordance with Chapter 71 of Title 5, U.S. Code. Each Local School System may continue to use performance appraisal systems currently established pending issuance of a DDESS performance management instruction.
- b. All full-time and part-time employees will be placed on an annual performance appraisal plan. If the Superintendent of a Local School System elects to change the local performance appraisal system currently in use, the Association will be provided notice and an opportunity to bargain in accordance with Chapter 71 of Title 5, U.S. Code.
- c. Current Local School System appraisal programs may provide assistance and/or due process procedures for unacceptable performance; however, the assistance and/or due process does not apply to the discharge or separation of an employee during a probationary period. Nevertheless, administrators may, if they so choose, provide assistance including a performance improvement period prior to initiating removal of a probationary employee.

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## ARTICLE 16

### DUES ALLOTMENTS

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

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

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

*Section 3. Association Responsibilities.* The Association agrees to:

- a. Notify the Defense Finance and Accounting Service (DFAS) or the servicing payroll office in writing of the amount of Association dues by September 15 and any changes in the dues amount thereafter;
- b. Notify the DFAS or servicing payroll office in writing of the name and address of the payee to whom the remittance check should be made;
- c. Provide the standard allotment forms, SF-1187, to unit members as requested;
- d. Forward any completed SF-1187 forms to the Local School System payroll technician. The Agency's obligation to deduct dues does not commence until receipt of the employee's completed SF-1187. Yearly SF-1187's are not required;
- e. Notify the Designated DDESS Area Service Center Labor Relations Specialist promptly and in writing if an employee ceases to be a member in good standing;
- f. Assist the Agency in resolving any claims and disputes arising by reason of the Association's actions relating to the amount of dues-withholding; and
- g. Reimburse the affected employee(s) when an excess amount of dues deduction is taken from an employee's pay.

**Section 4. Agency Responsibilities.** The Agency agrees to:

- a. Promptly process voluntary dues allotments in the amount certified by the Association;
- b. Withhold dues in equal amounts over fifteen (15) full pay periods beginning with the first paycheck after October 15. For all new requests for payroll deduction, if the SF-1187, "Request for Payroll Deductions for Labor Organization Dues", is submitted by September 15, dues will be deducted in fifteen (15) full pay periods beginning with the first paycheck after October 15. If the SF-1187 is submitted after September 15, the dues deduction will begin the first full pay period after submission of the SF-1187, but not earlier than October 15. If less than fifteen (15) full pay periods remain in the pay year after submission of the SF-1187, the Agency will collect the normal dues amount (1/15th of the total dues allotment amount) from each remaining full pay period. The Association will assume responsibility for collection from the employees of any dues amount not withheld as a result of there being less than 15 full pay periods in the pay year remaining after submission of the SF-1187;
- c. Transmit funds (remittance checks, electronic fund transfer, etc.) to the FEA Stateside Region for dues withheld for its account. The transmittal shall be made no later than ten (10) workdays following the day that the related salaries were paid to the unit members. Such remittances will be made to the Association officer designated in writing by the FEA-SR Area Director of the Association. Remittances shall show the names of participating unit members, the DDESS Local School System assigned, the amounts withheld, and the pay period from which deductions were made;
- d. Maintain SF-1188s (Cancellation of Payroll Deductions for Labor Organization Dues) and furnish the forms to unit members upon request; and,
- e. Expediently correct government error in the dues-withholding process. Errors in remittance checks will be corrected and adjusted in a subsequent check.

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

**Section 6. Termination of Dues-Withholding Allotment.**

- a. An allotment for an employee will be terminated at the end of the pay period during which an employee is separated from the Agency's rolls through transfer, retirement, resignation, death, or for cause. Allotments for all employees will be automatically terminated in the event exclusive recognition is no longer accorded to the Association.
- b. In the event the Agency either improperly revokes or terminates dues-withholding, the Agency will immediately restart the dues-withholding if any pay periods remain. If insufficient pay periods remain to cover the full amount of the dues withholding, the Agency agrees to pay only the amount of dues affected by the error.

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

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## ARTICLE 17

### CERTIFICATION/LICENSURE

**Section 1. Requirement for Certification/Licensure.** The Agency shall determine, based upon position requirements, the requirements for certification/licensure and re-certification/re-licensure, where applicable, for all bargaining unit members. Prior to making changes in certification/licensure and/or recertification/re-licensure requirements, the Agency will first notify the Association and provide an opportunity to bargain in accordance with Chapter 71 of Title 5, U.S. Code.

**Section 2. Employee and Agency Obligations.**

a. Bargaining unit members hired or occupying positions that have certification/licensure requirements are required to be certified/licensed at the time of hiring and re-certified/re-licensed as appropriate.

b. The Agency shall require proof from bargaining unit members hired for or occupying positions that have certification/licensure requirements that they are in possession of a current, valid certificate/license. The Agency may initiate appropriate corrective action, including removal, when bargaining unit members fail to meet certification/licensure requirements.

c. Costs/obligations associated with certification/licensure and recertification/re-licensure for positions with established certification/licensure and re-certification/re-licensure requirements are as follows:

(1) Bargaining unit members occupying positions with established certification/licensure requirements as of the date of this Agreement have responsibility for maintaining appropriate certification/licensure. All costs associated with maintaining the requisite certification/license will be the responsibility of the bargaining unit member.

(2) Bargaining unit members who seek or request placement into a position which has certification/licensure requirements must obtain the required certification/licensure for placement in the position. Once placed into a position with certification/licensure requirements, the bargaining unit member must maintain the requisite certificate/ license while assigned to the position. All costs associated with obtaining and maintaining certification will be the responsibility of the bargaining unit member.

(3) Bargaining unit employees who, at the Agency's direction or request, are placed into a position which has certification/licensure requirements must obtain the required certification/licensure established for the position. The Agency shall bear the initial costs of the required training/coursework and initial certification requirements and allow the employee a reasonable amount of time to obtain initial certification/licensure. The bargaining unit member will then be required to maintain the required certification/license at no further cost to the Agency.

d. When the Agency changes established certification/ licensure requirements of an encumbered position or establishes new certification/licensure requirements for an encumbered position, the Agency shall bear the initial costs of the required training/coursework and initial certification requirements and allow the employee a reasonable amount of time to obtain initial

certification/licensure. The bargaining unit member will then be required to maintain the required certification/license at no further cost to the Agency.

**Section 3. Exception to Certification/Licensure Requirements.** The Parties recognize there may be instances, such as Reduction-in-Force, when the Agency may elect to hire or place bargaining unit members without proper certification/licensure. Such an election is non-grievable. If the Agency expects the bargaining unit member to obtain certification/licensure for the position, the Agency shall bear the initial costs of the required training/coursework and initial certification requirements and allow the employee a reasonable amount of time to obtain initial certification/licensure. The bargaining unit member will then be required to maintain the required certification/license at no further cost to the Agency.

**Section 4. Continuation of Agency Payment of Certification/Licensure Requirements for Current Employees.** Despite the provisions contained above in Section 2, the Agency agrees to continue to pay the costs for licensure/certification and/or re-licensure/re-certification for any current employee as of the implementation date of the Agreement who meets one of the following conditions:

- a. The employee's official position description specifies the licensure/certification requirements; or
- b. The Agency had paid those expenses/costs previously, and the Agency has determined that the certification/licensure is still required.

The Agency's obligation under this section will expire four years from the implementation date of this agreement.

## ARTICLE 18

### HOURS OF WORK AND SCHEDULING

#### *Section 1. Workday.*

a. The typical workday for full-time non-seasonal bargaining unit members shall consist of eight and one-half (8-1/2) hours including a 30-minute non-paid, duty-free lunch period.

b. It is the intent of the Agency that the typical workday for current full-time seasonal bargaining unit members shall remain eight and one-half (8-1/2) hours including a 30-minute non-paid, duty-free lunch. The parties recognize some positions (e.g., Supplemental Instructional Support aide) are subject to the assignment of work throughout the workday. Therefore, the Agency may schedule a workday (8 hours) without a scheduled duty-free lunch period for those positions. If such an employee is required to work in excess of (8) hours in a workday, the employee will be paid overtime pay, or compensatory time, at the election of the employee.

c. The workday for part-time bargaining unit employees shall be established as needed to meet the needs of the Agency. Typically, a part-time employee scheduled to work more than four (4) hours per day will receive a 30-minute non-paid, duty-free lunch period. The parties again, however, recognize that some positions are subject to the assignment of work throughout the scheduled workday and that those positions may have a workday in excess of four (4) hours without a scheduled non-paid, duty-free lunch period.

d. Within the context of the established workday, the employee is subject to the assignment of duties and responsibilities typically and normally associated with the position to which assigned. The parties recognize the employer's right to assign other duties in emergency situations or to meet short term Agency needs.

e. Where employees are working under conditions which preclude the taking of short breaks as needed, they will normally be authorized a fifteen (15) minute break during each four (4) hours of continuous duty. Breaks will be taken at or in close proximity to the employee's normal work location. When work requirements preclude granting of a break at the normally scheduled time, the break period will be granted at an alternate time. Authorized breaks may not be taken in conjunction with the beginning of the workday, end of the workday, or lunch period, nor may they be accumulated.

*Section 2. Work Year.* The typical work year for full-time bargaining unit employees will be either non-seasonal, i.e., twelve (12) months, or seasonal (180 to 190 workdays). Employees will be advised upon hire and thereafter, if their work year schedule changes. The parties recognize in establishing part-time positions that a part-time work schedule may require fewer days than typically established in either a non-seasonal (12-month) or seasonal position.

#### *Section 3. Additional Workdays and Hours.*

a. The Agency is free to assign additional workdays to employees.

(1) When additional workdays are assigned to full-time non-seasonal bargaining unit members, the unit employee will receive overtime pay, or at the election of the employee, compensatory time in lieu of overtime pay.

(2) When additional workdays are assigned (i.e., during recess periods or at the end of the school year) to full-time seasonal bargaining unit members, the employee will be compensated at the employee's earned hourly rate of pay, or at the election of the employee, compensatory time in lieu of his/her earned hourly rate.

(3) The number of work hours assigned on additional workdays will be as needed to meet the Agency's needs but will not be less than two hours on each additional workday.

b. The Agency is also free to assign additional work hours.

(1) When additional work hours (in excess of 40 hours in a workweek or 8 hours in a day) are assigned to full-time, non-seasonal bargaining unit members, the unit employee will receive overtime pay, or at the election of the employee, compensatory time in lieu of monetary compensation.

(2) When additional work hours (in excess of forty (40) hours in a workweek or eight (8) hours in a day) are assigned to full-time seasonal bargaining unit members, the unit employee will receive overtime pay or, at the election of the employee, compensatory time in lieu of earned hourly rate.

(3) When additional work hours are assigned to part-time seasonal bargaining unit members, the unit employee will receive his/her earned hourly rate of pay up to eight (8) hours.

c. The Agency will consider seeking qualified volunteers first before assigning additional hours and/or days, and will, when feasible, rotate overtime to ensure that the opportunity to earn additional compensation is equitable.

#### **Section 4. Reduction of Hours/Days For Seasonal Employees.**

a. If, after the effective date of this Agreement, the Agency elects to reduce the number of hours/days of all current seasonal employees (that would be grouped in one competitive level) at a DDESS Local School System, the Association will be advised in writing and afforded bargaining rights pursuant to Section 2. of Article 7.

b. If, after the effective date of this Agreement, the Agency elects to reduce the number of hours/days of less than all current seasonal employees at a DDESS Local School System, the Agency will use Reduction-In-Force Service Computation Date (i.e., employee with lowest Service Computation Date will be affected first).

**Section 5. Duty Status While Traveling.** Travel outside of normal work hours/days is not considered hours of work for purposes of earning pay. Nevertheless, the Agency will make reasonable efforts to schedule travel requirements so that they occur within the employee's normal work hours/days. Unit employees are eligible to receive compensatory time for travel in accordance with 5 U.S.C. 5550b, OPM guidance, and DoDEA Policy Memorandum 05-HRC-0008.

**Section 6. Sign-in/Sign-out.** The Agency has determined that DDESS School Districts will not use general sign-in and sign-out requirements for bargaining unit members. However, individual sign-in and sign-out requirements may be used at the discretion of the Superintendent and/or school Principal, under the following circumstances:

- a. For individual employees who have tardiness problems or who have left work early without permission;
- b. When the Agency is conducting a training directed by DoD, DoDEA, DDESS, or the District; or
- c. During emergency situations where the Agency has a need to account for all employees.

*Section 7. School Calendars.*

- a. The Agency agrees to consider local Association input prior to adopting a school calendar. However, such input does not equate to bargaining, and the Agency 's only obligation with respect to bargaining is to bargain impact and implementation of changes in terms and conditions of employment in accordance with Chapter 71 of Title 5, U.S. Code.
- b. All unit employees will receive a copy of the respective DDESS school system's approved calendar.

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## ARTICLE 19

### TRAINING/STAFF DEVELOPMENT

#### *Section 1. DoDEA/DDESS Sponsored Training.*

- a. In cases where it is considered appropriate to hold training, staff development, conferences, in-service training, and other types of training involving bargaining unit members on a Local School System-wide, school-wide, or subpart thereof, the Agency will inform the local Association President regarding such training. If training involves more than one local school system, notice will be provided to the FEA-SR Area Director.
- b. In cases where the Agency is planning training, staff development, or in-service programs on local school system-wide, or school-wide basis, the Agency agrees to receive and consider input from the local Association.
- c. When attendance of bargaining unit members at DoDEA and/or DDESS-sponsored training sessions impacts terms and conditions of employment, the Agency agrees to fulfill its statutory bargaining obligations under Chapter 71 of title 5 United States Code.

#### *Section 2. Non-DoDEA/DDESS Sponsored Training.*

- a. The Agency shall consider all requests for attendance at classes, conferences, courses, seminars, workshops, conventions, and similar type training sessions for individual development which are not sponsored by DoDEA or DDESS but which benefit the Agency.
- b. Upon notification of available conference(s), the Agency may advise the Association and the bargaining unit members of the conference(s) along with the date(s) and time(s). The Association and/or individual bargaining unit employees may inform the Agency of available conferences as well and receive the same consideration.
- c. All bargaining unit employees who desire to attend classes, conferences, seminars, workshops, courses, conventions, and other types of training sessions shall submit requests to their respective principal or supervisor. Upon endorsement by the principal or supervisor, the Superintendent or designee may approve requests for attendance based upon the needs and resources of the Agency.
- d. Excused leave, in accordance with Article 21, may be granted for conference attendance at the discretion of the Agency.
- e. For the purposes of staff development employees may, with prior Agency approval, be permitted to visit other educational institutions, businesses/government agencies, or places of historical interest, deemed by the Agency to be of exceptional educational value in connection with their position.

*Section 3. Travel.* The Agency shall abide by requirements outlined in Volume II of the Joint Travel Regulations when employees are required to travel outside the worksite and are approved in advance to attend educational classes, seminars, workshops, conventions,

professional conferences, and other types of training sessions for individual development at government or personal expense.

a. When travel to a training session, conference, class, seminar, workshop, convention, and/or other type of training session is directed by the Agency, the Agency will pay the bargaining unit employees' expenses in accordance with the JTR.

b. When the Agency has not directed travel to a training session, conference, class, seminar, workshop, convention, and/or other type of training the Agency may, at the discretion of and with the advance approval of the Agency, pay all or part of the bargaining unit employee's expenses in accordance with the Joint Travel Regulations (JTR) or be placed on permissive travel orders to attend such sessions at the employee's personal expense.

## ARTICLE 20

### PAY AND BENEFITS.

#### *Section 1. Introduction.*

a. Bargaining unit employees are currently appointed and compensated in accordance with the provisions of section 2164 of title 10, United States Code. The Position Classification System used within DDESS is based on two fundamental principles:

(1) There should be equal pay for substantially equal work; and

(2) Variations in pay should be in proportion to substantial differences in the difficulty, responsibility, and qualifications required.

b. Under the General Schedule (GS) classification system, individual positions are classified to an occupational group (e.g. clerical and support), a series (e.g. 0318 - Secretary) representing a specific occupation within that group, and an appropriate grade which has a specified salary range. The same applies to the Federal Wage System (WG: Wage Grade, WL: Wage Leader) classification except that salary ranges are based on prevailing rates, i.e., the rates paid by private employers for similar work in the wage area. The rates are established through geographic wage surveys.

c. The Administratively Determined (AD) pay schedule is developed for Education Aides and Education Technicians and allows for the spreading of pay over twelve (12) months for these employees who are employed full-time on a seasonal work schedule, or a part-time seasonal work schedule of more than 32 hours per week.

d. Bargaining unit members permanently employed and paid on the DAS pay schedule who work a full-time seasonal work schedule, or a part-time seasonal work schedule of more than 32 hours per week, may elect to have pay spread over twelve (12) months. If such election is made to have pay spread, the bargaining unit member will have his/her pay plan designator changed from "GS" (General Schedule) to "AD" (Administratively Determined). All other aspects of pay for these employees remain unchanged.

e. Any bargaining unit member electing to have pay spread in accordance with subsections c. or d. above must make such election in writing (using an Agency prepared form) NOT LATER THAN May 15<sup>th</sup>. Such election will be effected at the beginning of the new Pay Year (July 25<sup>th</sup>).

**Section 2. Pay Schedules.** Bargaining unit members in positions classified in administrative support series will be designated as DDESS Administrative Support (DAS). Employees in these positions will be paid per the General Schedule (GS) appropriate for their locality. Bargaining unit members in positions classified in trades and labor series will be designated as DDESS Logistics Support (DLS). Bargaining unit members in these positions will be paid per the Wage Grade (WG/WL) schedule appropriate for their area. Bargaining unit members in Education Aide and Education Technician positions will be designated as DDESS Educational Support (DES). Bargaining unit members in these positions will be paid from the Administratively Determined (AD) schedule with the DES title. Pay schedules for the DAS, DLS, and DES pay plans may be found at Appendix D. Bargaining unit members paid on the DES pay schedule will receive a 3.0% annual increase which will be effective on the first day of

each pay year. Annual pay increase percentages for bargaining unit members paid on the DAS or DLS schedules will be at an amount equal to that which is provided for the General Schedule for their locality, or the prevailing wage grade increase for the area.

**Section 3. Pay Year.**

- a. For full-time bargaining unit members (non-seasonal) paid from the DAS or DLS schedules, the pay year will be 12 months.
- b. The pay year for permanent seasonal employees paid on the DES and DAS schedule, who are regularly scheduled to work more than 32 hours per week, and elect to have their pay spread, will begin on the 25<sup>th</sup> day of July each year and end on the 24<sup>th</sup> day of July the following year.
- c. Temporary employees and employees on part-time work schedules of 32 hours or less per week, will be paid for the hours they have actually worked.
- d. Permanent seasonal employees paid on the DES and DAS pay schedule, who elect not to have their pay spread will be paid for the hours they have actually worked.

**Section 4. Step Increases.** Advancement through the steps of each schedule (DAS, DLS, and DES) will be as follows:

- a. For employees paid from the DAS schedule, the waiting period for advancement between steps is 12 months for steps 1, 2, 3 and 4; 24 months for steps 5, 6, and 7; and 36 months for steps 8, 9, and 10.
- b. For employees paid from the DLS schedule, the waiting period for advancement between steps is 6 months for advancement from step 1 to 2; 18 months for advancement to step 3; 24 months for advancement to step 4; and 24 months for advancement to step 5.
- c. For seasonal employees paid from the DES schedule, annual step increases are payable upon completion of one year of service in the prior step. For these employees electing to have pay spread, step increases will be effected the first day of each pay year. For employees electing not to have pay spread, step increases will be effected the pay period following completion of one year of service in the prior step.

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

(2) For part-time employees, a year of service is defined as a minimum of 900 hours in a work or paid leave status at the prior step. Hours in a pay status are cumulative and will be tracked from pay year to pay year until the bargaining unit member completes the 900 hours required for advancement to the next step.

(3) Following implementation of the MLA, employees may not receive more than one (1) step increase per Pay Year based on working 900 hours.

- d. For seasonal employees paid from the DAS pay schedule, (permanent full-time or part-time seasonal working more than 32 hours per week), and who elect to have their pay spread, the step increase will be effected the first day of the pay year following their meeting the

requirement for a step increase from the DAS Schedule. Under no circumstances will employees electing to have spread pay receive more than one (1) step increase per pay year.

#### **Section 5. Pay Setting.**

a. **Transition to MLA.** Current bargaining unit employees, on the effective date of this Agreement, will be transitioned to the appropriate DAS/DLS/DES pay schedules at the beginning of the first pay period following the effective date of this Agreement according to the following procedures:

##### **DAS and DLS Employees:**

(1) The duties and responsibilities of each current DDESS bargaining unit position will be evaluated using the classification guides issued by the Office of Personnel Management to determine the DAS/GS or DLS/(WG/WL) grade appropriate for the position. Bargaining unit employees will be placed on the appropriate DAS/DLS pay schedule that is identified through the classification process.

(2) Step placement will be at the step that most closely matches the employee's current earned hourly rate of pay. If the employee's current earned hourly rate of pay falls between two steps, the employee will be placed at the higher step.

(3) If the bargaining unit employee's current earned hourly rate exceeds the top step of the appropriate pay schedule, he/she will be placed in a saved pay status. While on saved pay, employees will receive one-half of the annual increase until such point as the top step in the employee's assigned grade equals or exceeds the employee's earned rate of pay or until the employee is moved to a position that will accommodate his/her retained hourly rate of pay.

##### **DES Employees:**

(1) All Education Aides' and Education Technicians' current earned hourly rate will be advanced the equivalent of two steps on their local collective bargaining agreement pay schedules. Step placement on the DES pay schedule will then be at the step that most closely matches the employee's newly determined earned hourly rate of pay. If the employee's newly determined earned hourly rate falls between two steps, the employee's pay will be set on the higher step.

(2) If the bargaining unit employee's newly determined earned hourly rate exceeds the top step of the appropriate pay schedule, he/she will be placed in a saved pay status. While on saved pay, employees will receive one-half of the annual increase until such point as the top step in the employee's assigned grade equals or exceeds the employee's earned rate of pay or until the employee is moved to a position that will accommodate his/her retained hourly rate of pay.

##### **b. Pay Setting After Implementation of MLA.**

(1) **New hires.** Pay for bargaining unit employees newly hired by DDESS after the effective date of this Agreement will be set at step 1 of the grade level appropriate to the position for which hired.

(2) **Reassignment.** Reassignment is defined as a change between bargaining unit positions that are in the same pay system or equivalent and on the same pay grade. Grade and step will not change as a result of reassignment.

(3) **Promotion.** A promotion is defined as occurring when a bargaining unit employee moves from one pay grade to a higher pay grade within the same or equivalent pay system (e.g., Grade 04 to Grade 05 on the DAS schedule; Grade 07 to Grade 10 on the DLS schedule). There is no limit on the number of grades an employee may advance as the result of a promotion provided the employee meets all qualification requirements. A promotion for a bargaining unit employee moving from a DLS position to a DAS/DES position occurs when the move results in an increase in pay.

(4) **Change to Lower Pay Grade.** A change to lower pay grade is defined as occurring when a bargaining unit employee moves from one pay grade to a lower pay grade within the same or equivalent pay system (e.g., Grade 05 to Grade 04 on the DAS schedule; Grade 10 to Grade 07 on the DLS schedule). When moving between a DLS and DAS/DES schedule, a change to lower grade occurs when the representative rate of the new position (step 4 of the DAS pay schedule or step 4 of the GS schedule, when a DES position, step 2 of the DLS pay schedule) is lower than the representative rate of the current pay grade.

(a) **Change to Lower Pay Grade from Temporary Promotion.** Bargaining unit employees who are changed to a lower pay grade from a temporary promotion will have their pay set at the step of the lower pay grade to which they would have been assigned had they not been temporarily promoted.

(b) **Change to Lower Pay Grade At Employee's Request.** Bargaining unit employees changed to lower grade at their own request will be placed on the step at the lower grade which most closely matches, but does not exceed, the employee's current rate of pay. If the employee's current pay falls between two (2) steps on the new pay schedule, the employee is placed on the lower step; if the pay rate falls above the top step on the new pay schedule, the employee is placed on the top step; and if the pay rate falls below the first step on the new pay schedule, the employee is placed on the first step.

(c) **Change to Lower Pay Grade At Agency's Request or to Accommodate a Medical Condition.**

(i) Bargaining unit employees who accept a change to lower grade at the Agency's request will be entitled to have their pay set at the step in the new pay grade that most closely matches the employee's current rate of pay.

(ii) Bargaining unit employees, who are placed in a position in a lower pay grade as a result of an offer made by the Agency in an attempt to accommodate a documented medical condition under the Americans with Disabilities Act/Rehabilitation Act, will be entitled to have their pay set at the step in the new pay grade that most closely matches the employee's current rate of pay.

(iii) In setting pay for employees described in both paragraph (i) and (ii) above, if the employee's current rate of pay falls between two steps, the employee will be placed at the higher step. If the employee's current rate of pay exceeds the top step of the new pay grade, the employee may retain their current rate of pay up to a maximum of one-hundred and fifty

percent (150%) of the top step of the new pay grade. Bargaining unit employees retaining a pay rate greater than the top step of the new pay grade under this provision will only receive one-half of the scheduled annual increases until their pay fits within the pay grade for the new position or until they are moved to another position for which a step on the pay grade meets or exceeds their current salary.

(5) **Conversions.** Upon conversion of temporary bargaining unit employees to a different temporary appointment or to a permanent appointment, pay will be set using the procedures identified in Section 5.b. above, depending on whether the conversion is to a position at the same, higher, or lower pay grade.

(6) **Work Schedule.** The pay setting procedures identified in Section 5.b. above will be applied without consideration of any change in work schedule, *i.e.*, full or part-time seasonal or full or part-time non-seasonal.

(7) **Exceptions to Set Pay at Higher Rates.** The Parties acknowledge that the DDESS Director retains discretion to grant an exception to set pay at a higher rate than provided for in the pay setting methodology identified in Section 5.b. above in situations when it is determined to be in the best interest of DDESS. This may include, but is not limited to, setting pay for positions when difficulty is encountered in recruiting highly qualified candidates, setting pay when the best candidate for a position has unusually high or unique qualifications, or other situations that warrant exception. Superintendent requests for and approval of exceptions must be documented in writing to include the name of the bargaining unit employee, the rationale/justification for the exception, and the step/rate at which the employee's pay is to be set. An annotation will be made in the remarks section of the SF-50 indicating that the pay rate established is based upon an exception to pay-setting policy, and a copy of the approved request for exception will be maintained by the DDESS Area Service Center. Decisions of whether to request or grant an exception as described herein are not subject to the grievance procedures in Article 26.

#### **Section 6. Junior Reserve Officer Training Corps (JROTC) Instructors.**

a. JROTC Instructors will work on a twelve (12) month schedule and be paid from the DAS schedule as follows:

- (1) Senior Instructor – Grade Level 12
- (2) Junior Officer (if applicable) – Grade Level 11
- (3) Enlisted Instructor – (E-9) Grade Level 10
- (4) Enlisted Instructor – (E-8 or below) Grade Level 9

b. If the pay established for the JROTC bargaining unit member as described in paragraph a. above does not meet the Minimum Instructor Pay (MIP) as required by DoD INST 1205.13, the employee will be advanced steps within the pay grade to the lowest step that meets the MIP for that employee.

#### **Section 7. Procedures.**

a. Pay and benefits shall be provided in accordance with the payroll and leave accounting procedures set out in Department of Defense Financial Management Regulation, Volume 8,

“Civilian Pay, Policy and Procedures” as subsequently amended or changed, unless otherwise stated in this agreement.

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

**Section 8. Additional Work Hours/Days and Compensatory Time.**

a. Bargaining unit employees who work additional days or hours to include summer school/Extended School Year will be paid at their normal earned hourly rate, overtime, or by compensatory time as provided for in Article 18. Employees will not receive compensatory time for any activity where they have received or will receive Extracurricular Duty Assignment compensation for that same activity. Compensatory time is earned/accrued at a rate equal to the amount of work performed and used at a rate equal to the employee’s absence, i.e., one hour of compensatory time for one hour of work.

b. Compensatory time earned by employees who work a twelve (12) month schedule must be used within twenty-six (26) pay periods.

(1) Compensatory time not used within twenty-six (26) pay periods may be paid at the rate of fifty (50) percent above the employee’s basic rate of pay (earned hourly rate) provided:

(a) the employee submitted a SF-71 within the stated time frame and requested to use the compensatory time; and

(b) the request was denied due to work requirements.

(2) If the employee fails to request the use of compensatory time as described above within the specific time frame, the compensatory time will be forfeited and will not be paid.

c. Compensatory time earned by seasonal employees must be used before the end of the current school year.

(1) Compensatory time may not be carried over to the next school year. Under extenuating circumstances when compensatory time earned near the end of the school year cannot be used prior to the end of the school year, it can be paid at the rate of fifty (50) percent above the employee’s basic rate of pay (earned hourly rate) provided:

(a) the employee submitted a SF-71 within the stated time frame and requested to use the compensatory time; and

(b) the request was denied due to work requirements or because insufficient time remained in the school year to grant the compensatory time.

(2) Otherwise, seasonal employees who do not use compensatory time by the end of the school year will forfeit the compensatory time and it will not be paid.

d. Compensatory time must be earned and used in multiples of fifteen (15)-minute increments.

**Section 9. Compensatory Time For Travel**

a. Bargaining unit members are eligible for compensatory time off for travel for time spent in a travel status away from the employee's official duty station in accordance with the provisions of 5 U.S.C. 5550b, OPM Guidance and DODEA Policy Memorandum 05-HRC-008.

b. A "Request for Compensatory Time Off for Travel" must be completed by the employee upon conclusion of the travel and submitted to the supervisor for approval within ten (10) workdays after returning to the official duty station.

c. An employee must use accrued compensatory time off by the end of the 26<sup>th</sup> pay period after the pay period for which it was credited, or forfeit such compensatory time. An employee may not receive payment under any circumstances for any unused compensatory time earned under this policy.

**Section 10. Pay for Federal Holidays.** Bargaining unit employees (employed on the day of the holiday) will receive pay for Federal holidays as follows:

a. Bargaining unit employees on a non-seasonal, i.e., twelve-month work schedule, will receive pay for all Federal holidays provided that they are in a pay status for the workday immediately before or the workday immediately after the holiday.

b. Bargaining unit employees on a seasonal work schedule will not receive pay for Federal holidays unless the Agency has previously scheduled the employee(s) to work on the day of the Federal holiday.

**Section 11. Extracurricular Duty Assignments/Pay.**

a. Extracurricular duty assignments shall be open to all bargaining unit employees who possess the necessary skills, qualifications, and/or certification as described in the EDA Vacancy Announcement.

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

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

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

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

e. Compensation for performing extracurricular activities will be processed following completion of the activity, will be in accordance with the schedule attached as Appendix G, and will be paid in a single payment. The Agency is not obligated to increase the compensation for extracurricular duty activities throughout the life of this Agreement; however, as circumstances may warrant, the Agency may choose to grant an increase for a given activity prior to the activity being announced and performed.

f. If the Agency must cancel an EDA(s) (after an agreement with a bargaining unit member is signed) because of a decline in student enrollment and/or fiscal constraints, the bargaining unit member will be paid a pro-rated share of the EDA stipend.

## ARTICLE 21

### LEAVE

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

- a. The Employer and the Association agree all types of leave will be administered in a consistent manner in accordance with applicable laws, regulations, and this agreement.
- b. The Agency reserves the right to require all bargaining unit members to submit a completed SF-71 for leave.
- c. Only employees in a pay status will accrue leave.
- d. The minimum charge for leave is fifteen (15) minutes and additional charges are in multiples thereof.
- e. When an employee who is indebted for unearned leave is separated, the Agency reserves the right to:
  - (1) Require the employee to refund the amount paid for the period covering the leave for which he/she is indebted; or
  - (2) Deduct that amount from any pay due, including retirement contributions/account.
- f. The leave year for seasonal employees will begin at the beginning of the school year and end at the conclusion of the school year. The leave year for twelve (12) month employees will be the same as the leave year for other Federal employees, i.e., January through December of each year.
- g. Seasonal employees may only use leave on a scheduled workday.

#### *Section 2. Personal/Annual Leave.*

- a. Personal Leave (Accrual and Transfer).
  - (1) Bargaining unit employees, who are paid from an Administratively Determined (AD) pay schedule (i.e., DES) and who work a full-time seasonal work schedule, shall earn three (3) personal days (24 hours) each year, which will be made available for use at the beginning of the school year.
  - (2) Bargaining unit employees who work a full-time seasonal work schedule for a portion of the standard seasonal work year shall earn personal leave on a pro-rated basis (0.01579 hours of personal leave per one (1) hour worked).
  - (3) Part-time seasonal employees shall earn leave on a pro-rated basis (0.01579 hours of personal leave per one (1) hour worked).
  - (4) Bargaining unit employees on a seasonal work schedule, who work ten (10) or more additional work days (totaling at least 80 work hours) above the employee's scheduled work

year, shall earn personal leave at the rate of 0.01579 hours of personal leave per one (1) hour worked.

(5) DES employees who, as of the effective date of this Agreement, work a seasonal work year and who have annual leave balances, may elect one of the following options:

(a) No later than sixty (60) days following the effective date of this Agreement, the employee may request in writing to be paid in full for all accumulated annual leave. This is a one-time option and will not be available thereafter; or

(b) The employee may elect to retain the accumulated annual leave for use until exhausted or separated from Federal service at which time the employee will be paid for any outstanding balance.

(6) Bargaining unit employees who, after implementation of this Agreement, move from a position accruing personal leave to a position that accrues annual leave will have the personal leave balance converted to sick leave.

(7) Personal leave may be accumulated from year to year, not to exceed a maximum of six (6) days. Employees will not be compensated for unused personal leave; however, unused personal leave in excess of six (6) days will be converted to sick leave.

b. Annual Leave (Accrual and Transfer). Full-time bargaining unit employees paid from the DAS or DLS pay schedule will accrue annual leave in accordance with Chapter 63 of Title 5, U.S. Code, as described below:

(1) Employees with less than three (3) years of federal service will accrue four (4) hours of annual leave per pay period;

(2) Employees, with three (3) or more years but less than fifteen (15) years of federal service, will accrue six (6) hours of annual leave per pay period; and

(3) Employees with fifteen (15) years or more federal service will accrue eight (8) hours of annual leave per pay period.

(4) Part-time bargaining unit employees will accrue annual leave on a pro-rated basis as provided for in Chapter 63 of Title 5, U.S. Code.

(5) Bargaining unit employees as of the effective date of this Agreement, who worked a twelve-month work year under which they will now earn annual leave, and who had personal leave balances, will have the personal leave converted to sick leave.

(6) Bargaining unit employees who, after implementation of this Agreement, move from a position accruing annual leave to a position that earns personal leave will have up to six (6) days of annual leave converted to personal leave and any remaining annual leave converted to sick leave.

(7) Accrued annual leave in excess of 240 hours in any pay year will be forfeited.

c. Personal/Annual Leave Use.

(1) Scheduled Personal/Annual Leave. Requests for personal/annual leave should normally be submitted forty-eight (48) hours in advance. Approval of an employee's request for scheduled personal/annual leave shall be granted, subject to workload requirements, as determined by the Agency.

(2) Unscheduled Personal/Annual Leave.

(a) Employees requesting emergency personal/annual leave must contact their supervisor (or designee) as soon as reasonably possible by telephone but normally not later than one (1) hour prior to the start of their work schedule. Unless otherwise directed by the supervisor, if the supervisor or a designee who has authority to approve leave is not available, then the employee will give a message to whomever answers the telephone for delivery to the supervisor/designee. The message must include the employee's name, reason for absence, estimated duration of absence, and phone number where he/she may be reached. The employee should not assume approval is granted for a request for leave not submitted to the supervisor or designee with authority to approve leave. The employee should ensure he/she can be reached at the telephone number provided so that notification can be provided of disapproval of leave.

(b) Employee requests for personal/annual leave after arrival on duty must be submitted to the supervisor (or designee) as soon as the need for leave is known, but in all instances prior to beginning the period of leave. Approval of such leave requests will be subject to workload requirements and/or availability of substitutes.

d. Advanced Personal/Annual Leave.

(1) Requests for advanced personal leave must be submitted through the immediate supervisor to the Superintendent (or designee) for approval. Decisions on approval/disapproval of advanced personal leave are not subject to the grievance process. Advanced personal leave may only be requested by those employees who earn personal leave, up to a maximum of the amount they are expected to be granted at the beginning of the next school year. Such requests will be approved only in situations of emergency and personal hardship. Advanced personal leave must be paid back through accrual of personal leave or, if the employee is separating from DDESS, as provided for in Section 1.e. of this Article.

(2) Requests for advanced annual leave must be submitted through the immediate supervisor to the Superintendent (or designee) for approval. Decisions on approval/disapproval of advanced annual leave are not subject to the grievance process. Advanced annual leave may be requested only by those who earn annual leave up to an amount that will not exceed what the employee would accrue through the end of the leave year (as defined in Section 1.f. of this Article) in which the leave is requested. Such requests will be approved only in situations of emergency and personal hardship. Advanced annual leave must be paid back through accrual of annual leave or, if the employee is separating from DDESS, as provided for in Section 1.e. of this Article.

### **Section 3. Sick Leave.**

a. Effective at the beginning of the pay year following implementation of this Agreement, bargaining unit employees on an Administratively Determined (DES) pay schedule who work a full-time seasonal work schedule shall earn, per seasonal work year, twelve (12) days (96

hours) of sick leave which will be made available for use at the beginning of the school year. Bargaining unit employees who work a full-time seasonal work schedule for a portion of the standard seasonal work year shall earn sick leave on a pro-rated basis (0.06316 hours of sick leave per one (1) hour worked). Part-time seasonal employees, paid from an Administratively Determined (DES) pay schedule who work greater than 32 hours per week, shall earn ten (10) days of sick leave which will be made available at the beginning of the school year. Part-time seasonal employees paid from an Administratively Determined (DES) pay schedule who work 32 hours per week or less shall earn sick leave on a pro-rated basis (0.06316 hours of sick leave per one (1) hour worked). Bargaining unit employees on a seasonal work schedule who work ten (10) or more additional work days above the employee's scheduled work year (totaling at least 180 days) shall earn sick leave at the rate of 0.06316 hours of sick leave per one (1) hour worked. Bargaining unit employees of DDESS as of the date of this Agreement who work a seasonal work year and who have sick leave balances shall retain those previous balances.

b. Full-time bargaining unit members paid from a DAS/DLS pay schedule who work a twelve (12) month schedule will accrue sick leave at the rate of four (4) hours per pay period and part-time employees a pro-rated portion thereof in accordance with Chapter 63 of Title 5, U.S. Code. Part-time bargaining unit members paid from DAS/DLS pay schedule will accrue sick leave at the rate of one (1) hour per each twenty (20) hours in a pay status.

c. The employee is responsible for notifying the supervisor (or designee) of their illness as soon as possible but normally not later than one (1) hour prior to the start of their work schedule. Failure of an employee to make such notification may result in carrying the employee in an unauthorized absence status, depending upon the determination of facts by the Employer in each individual case. All calls will be made to the persons designated to receive calls.

d. The Agency may grant sick leave to employees on scheduled work days when the employee:

- (1) Receives medical, dental, or optical examination or treatment;
- (2) Is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth;
- (3) Provides care for a family member:
  - (i) who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental, or optical examination or treatment; or
  - (ii) with a serious health condition.
- (4) Makes arrangements necessitated by the death of a family member or attends the funeral of a family member;
- (5) Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; or

(6) Must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.

e. A medical certificate containing a brief statement of the nature of the illness, inclusive dates of treatment, and a statement releasing the employee to return to duty must ordinarily support periods of absence on sick leave in excess of four (4) consecutive workdays for Education Aides and Education Technician and three (3) consecutive workdays for all other bargaining unit members, and may be required by the Agency to support use of sick leave described in Section 3.d. above.

f. 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 long-term medical absences must periodically provide updated medical statements to cover all periods of absence. Employees on sick leave for an extended period will be required to provide a medical statement establishing their ability to return to the work site.

g. If the Agency has reason to believe that an employee is abusing his/her sick leave privileges, the employee may be required to provide a physician's statement/medical excuse for any period of absence. An employee who is required to furnish medical documentation for each absence due to illness will be required to contact his/her supervisor or his/her supervisor's designated representative when requesting sick leave.

h. When sickness occurs during a period of approved personal/annual leave, the period of illness may be applied to sick leave, with the balance being charged to personal/annual leave, provided the employee provides telephonic notification to the supervisor (or designee) at the beginning of the period of sick leave of the need to change from use of personal/annual leave to the use of sick leave and the reason for the change, and provided that the use of sick leave meets the criteria described within this Article. It is the employee's responsibility to submit corrected leave slips for this period upon return to duty.

i. Employee requests for advanced sick leave must be submitted to the immediate supervisor who will then forward them to the Superintendent or Assistant Superintendent for approval. Decisions on approval/disapproval of advanced sick leave are not subject to the grievance process. Advanced sick leave must be paid back with accrued sick leave in accordance with applicable laws and regulations or, if employee separates, as provided for in Section 1.e. of this Article. The maximum amount of advanced sick leave which may be approved is as follows:

(1) Permanent full-time employees on a twelve (12) month work schedule: 30 workdays/240 hours.

(2) Permanent full-time employees on a seasonal work schedule: 12 workdays/96 hours.

(3) Permanent part-time employees on a twelve (12) month work schedule: a pro-rated amount of 30 workdays/240 hours based upon the employee's part-time schedule.

(4) Permanent part-time employees on a seasonal work schedule: a pro-rated amount of 12 workdays (0.06316 for each hour worked) based upon the employee's part-time schedule.

(5) Temporary employees, both full-time and part-time, on either a seasonal or twelve (12) month work schedule: No more than the total sick leave the employee will accrue/be granted during the term of the employee's current temporary appointment.

**Section 4. Excused Leave.**

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

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

(2) Adverse weather conditions, acts of nature, military necessity, or other circumstances beyond the control of the Agency;

(3) Jury duty in accordance with Section 6322 of Title 5, U.S. Code;

(4) Approved late arrivals or early departures not to exceed 59 minutes;

(5) Conference attendance; and

(6) Other reasons as approved by the Agency.

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

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

a. Job-related conferences and educational purposes as approved by the Agency;

b. Under the Family Medical Leave Act (FMLA) as provided for in Section 10 of this Article; or

c. In circumstances other than those set out above.

**Section 6. Compensatory Time.** Accrued compensatory time may be substituted and used for approved absences in lieu of sick leave, annual leave, personal leave, or leave without pay subject to the provisions for use of such leave as described in this Article. When an employee has accrued compensatory time available for use, such compensatory time must be used before other types of paid leave. Compensatory time will be used in fifteen (15) minute increments.

**Section 7. Absence Without Leave.** Absence Without Leave (AWOL) can be charged if an employee is absent without approval of leave. AWOL is a non-pay status. AWOL is not a disciplinary action but may be used as the basis for one.

**Section 8. Funeral Leave.** Bargaining unit employees will be entitled to not more than a three (3) day absence without charge to leave or loss of pay to make arrangements for or attend the funeral or memorial service for an immediate relative who died as a result of wounds, disease, or injury incurred while serving as a member of the Armed Forces in a combat zone as provided for in 5 C.F.R. 630.804.

**Section 9. Military Leave.** Military leave will be granted in accordance with Section 6323 of Title 5, U.S. Code, and implementing regulations.

**Section 10. Family and Medical Leave.**

a. Leave under the Family and Medical Leave Act (FMLA) will be in accordance with 5 C.F.R. 630.1201 and applicable OPM guidance.

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

**Section 11. Voluntary Leave Transfer Program.** The Agency will provide employees the opportunity to participate in the Voluntary Leave Transfer Program under 5 C.F.R. 630.903 and applicable Agency regulations (DDESS Instruction 1410.2). Bargaining unit employees may donate annual leave, and seasonal employees (earning personal leave in lieu of annual leave) may donate personal or sick leave under this program.

**Section 12. Emergency Leave Bank.**

a. An Emergency Leave Bank (ELB) will be established at each DDESS district for use by all bargaining unit employees for medical emergencies, catastrophic illness, or injury experienced by the member. All bargaining unit employees may join the bank by contributing at least eight (8) hours of annual, personal, or sick leave and completing the form contained in Appendix G. The ELB may carry over all unused hours to the following school year.

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

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

d. **“PENDING NEGOTIABILITY DETERMINATION BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY”**

e. **“PENDING NEGOTIABILITY DETERMINATION BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY”**

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

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

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

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

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

k. The ELB Committee may elect to open one (1) window of two weeks duration during each school year when employees who have previously not elected to participate in the ELB may choose to do so by donating one (1) day (eight hours) of personal, annual, or sick leave to the bank. This two-week window is purely for the purpose of allowing employees who previously did not elect to participate in the ELB an opportunity to do so. Employees who previously elected to participate in the bank by donating one (1) day (eight hours) of personal, annual, or sick leave will not be required to donate another day of leave to continue eligibility to participate in the ELB, unless there is a need to replenish the ELB.

## ARTICLE 22

### **INTERNAL PROMOTION, REASSIGNMENTS, CHANGE TO LOWER GRADE, DETAILS, TEMPORARY PROMOTIONS, AND SCHOOL MOVES**

#### **Section 1: Agency Rights and Policy.**

- a. The Agency has the sole right to determine whether to fill or not fill vacant bargaining unit positions, including the right to determine whether to establish new or additional bargaining unit positions within Local School System(s), the right to determine whether to fill a position on a temporary or permanent basis, and the right to determine whether to fill a position on a part-time, intermittent, or full-time basis. The Agency also has the right to determine qualifications required for positions in accordance with OPM qualification standards.
- b. It is the Agency's policy that vacancies will be filled on the basis of merit. The identification, evaluation, and selection of candidates shall be based on job-related criteria as determined by the Agency.

#### **Section 2. Internal Promotion**

- a. Internal promotion is but one source of filling vacant positions and other sources may be properly utilized concurrently or in lieu of merit promotion procedures, e.g. internal noncompetitive placement actions, appointments from open-competitive (all source) recruitment lists, transfers, reinstatements, change to lower grade, etc.
- b. In deciding which source to use in filling vacancies, the Agency has an obligation to consider affirmative action and Federal Equal Employment Opportunity Recruitment Program goals and objectives.
- c. Permanent employees, whether their work schedule is full-time, part-time, or intermittent, are eligible to compete for promotion opportunities, provided they meet all statutory and regulatory requirements for placement.
- d. Temporary employees are not eligible to compete for promotion unless they have reinstatement or other noncompetitive eligibility.
- e. Regardless of type of appointment, bargaining unit employees with eligibility on an appropriate open-competitive (all sources) recruitment list may be considered for promotion, if the Agency decides to use that particular recruiting source, in addition to, or in lieu of, merit promotion procedures.

#### **Section 3: Procedures**

- a. Vacancies to be filled through competitive internal promotion procedures will be advertised through vacancy announcements. Announcements will contain sufficient information for candidates to understand what the area of consideration is, what the duties of the position are, the salary range of the position being filled, and what candidates must do to apply. Announcements will normally be open for receipt of applications for a minimum of ten (10) calendar days.

b. The Agency agrees that, when positions are filled by competitive procedures requiring issuance of vacancy announcements, the announcements shall be posted on the official bulletin board in each Local School System building to ensure that all employees have an equal opportunity to participate in the recruitment process. All vacancy announcements will be posted on "USAJOBS" which can be accessed from the Department of Defense Education Activity and/or DDESS website. Copies of all announcements will be provided to the local Association President by internal distribution during normal work periods or by mail (including electronic mail) during recess periods if the local Association President is on a seasonal work schedule.

c. Vacancy notices will not be issued when a vacant position is needed for placement of an excess employee assigned to DDESS (either through RIF procedures or to preclude the need for use of RIF procedures) or is required for placement of an employee through a mandatory placement procedure or program such as the DoD Priority Placement Program.

d. In selecting a source of recruitment from which to fill a position, the selecting Agency official will first consider permanent DDESS employees for the position.

**Section 4: Actions Covered** Competitive procedures will be used for the following actions:

a. Permanent promotion or transfer to a higher grade.

b. Reassignment, transfer, or demotion to a continuing position with more promotion potential than a position previously held on a non-temporary appointment in the competitive or equivalent excepted service.

c. Reinstatement to higher grade than one attained in a non-temporary appointment in the competitive service or equivalent excepted service.

d. Temporary promotions that exceed 120 days.

e. Details to higher grade positions that exceed 120 days. After competitive procedures have been applied, extensions will be made in increments of no more than 120 days each.

**Section 5: Temporary Promotions and Details (120 days or less)**

a. Temporary promotions for 120 days or less may be made as an exception to the competitive procedures above.

b. Details to the same or lower grade may be made in increments of up to 120 days. Details to higher graded positions that exceed 30 days will be effected as temporary promotions on the 31<sup>st</sup> day through the remainder of the 120 period. Competitive procedures must be used if the detail to the higher position is to exceed 120 days.

c. Bargaining unit members who are serving on temporary promotions may have the promotions made permanent provided the temporary promotion was originally made under competitive procedures and the vacancy announcement noted to all competitors that it might lead to a permanent promotion.

**Section 6. Priority Placement Program and Military and Spouse Preference.** It is understood that the provisions of the Department of Defense Program for the Stability of Civilian Employment (Priority Placement Program) and Military Spouse and Veterans Preference Programs apply and will be adhered to in accordance with governing laws, rules, and regulations.

**Section 7. Employee Request for Reassignment.** Employees who desire a reassignment within their school, worksite, or to a different school or district and who are otherwise qualified for such reassignment, may submit a written request at any time to their immediate supervisor. If the position to which the employee seeks reassignment is outside the employee's current school or worksite, the employee should also send a copy of the request to the supervisor of that school or worksite. Supervisors should coordinate such reassignments with the appropriate Human Resources official.

**Section 8. Employee Request for Change to Lower Grade.** Employees who desire a reassignment/change to lower grade and who are qualified for such a reassignment/change to lower grade may submit an application in response to posted vacancy notices.

**Section 9. Agency-Directed Reassignments.**

a. Bargaining unit employees may be reassigned at the Agency's discretion to meet the needs of the school district. This includes directing reassignment of excess employees to avoid initiating Reduction-in-Force procedures. Prior to the Agency involuntarily reassigning any unit member to a different position/location, the Agency will first consider seeking volunteers for the reassignment.

b. In the event a bargaining unit member is selected for an involuntary reassignment, the unit member will be given an opportunity to provide reasons why he/she should not be reassigned. The Agency will consider any written request by a unit member to return to the location/position from which he/she was reassigned.

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

d. Employees who are reassigned to a different school, classroom, or worksite location may receive, within the sole discretion of the supervisor:

(1) packing material and assistance with packing, moving, and unpacking;

(2) access to the worksite, if needed;

(3) release time from assigned duties to accomplish the move; and

(4) in the event the employee is directed to complete the move outside the duty day, the employee will be paid at his/her hourly rate.

**Section 10. Summer School or Extended School Year (ESY).** When Summer School or Extended School Year work becomes available for bargaining unit members on a seasonal work schedule, it will be posted on a notice that identifies the position(s) to be filled, the qualifications required, the salary range of the position being filled, and what bargaining unit

members must do to receive consideration. Such notices of summer school/ESY work will be posted on each official bulletin board within the Local School System and a copy provided to the local Association President.

*Section 11. **School Moves.*** In the event the Agency elects to relocate the employees and contents of an entire school, the impact and implementation of such move will be bargained locally.

## ARTICLE 23

### REDUCTION IN FORCE

*Section 1. Definition.* A Reduction-in-Force (RIF) is the systematic way of making organizational changes that provides retention preference on the basis of tenure, veteran preference, length of service, and performance. Definitions of terms in this article are as provided for in 5 C.F.R. 351.203. A RIF occurs whenever a competing employee is released from his/her competitive level by furlough (for more than thirty (30) days), separation, demotion, or reassignment requiring displacement when the release is required because of:

- a. Lack of work;
- b. Shortage of funds;
- c. Insufficient personnel ceilings;
- d. Reorganization;
- e. The exercise of reemployment or restoration rights;
- f. The reclassification of an employee's position due to 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 eighty (180) days; or
- g. Transfer of function.

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

*Section 3. Notification to Association.* When it is determined that there is a need for a RIF, the Agency agrees to notify the Association Area Director in writing of pending RIF actions as early as possible, but not less than ninety (90) days, prior to the scheduled effective date of the RIF. Such notice shall normally include the reasons for the RIF and the numbers and type of employees to be affected. It is understood that the above information may change during the ninety (90) 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) days prior to the effective date of the RIF. Such notice shall, at a minimum, contain the following information and ALL other information required per 5 C.F.R. 351.802.

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

- e. Entitlements and benefits;
- f. Place where affected employees and their representatives may inspect retention registers and related records pertaining to the action; and
- g. Employee appeal rights. It is understood that the above information may change during the sixty (60) day period.

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

**Section 6. Competitive Levels.** Competitive levels shall be established in accordance with 5 C.F.R. 351.403 consisting of all positions in the competitive area which are in the same pay plan, at the same grade (grade equivalency or occupational level), same classification series (position category and certification), and which are similar enough in duties, qualification requirements, pay schedules, and working conditions so that an incumbent of one position can be reassigned to another position without undue interruption. Separate competitive levels will be issued by type of service (competitive or excepted), by appointment authority, by pay schedule, and by work schedule.

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

- a. Tenure of employment. Competing employees shall be classified on a retention register as Group I (includes each permanent employee whose appointment carries no restrictions or conditions such as conditional, indefinite, specific time limit, or trial period), Group II (includes each employee serving a trial period or whose tenure is equivalent to a career-conditional appointment in the competitive service), and Group III (includes each employee whose tenure is indefinite or has a time limitation).
- b. Veteran preference. Within each tenure group described in Section 7.a. above, competing employees shall be classified on the retention register based upon veteran preference as defined in 5 C.F.R. 351.501(c) as Subgroup AD (preference eligibles who have a service-connected disability of 30 percent or more); Subgroup A (preference eligible employees not included in subgroup AD), or Subgroup B (non preference eligible employees).
- c. Length of service. Each competing employee's length of service shall be established in accordance with 5 C.F.R. 351.503.

d. Performance. Credit for performance shall be granted in accordance with 5 C.F.R. 351.504.

(1) To provide adequate time to determine employee retention standing, only those performance ratings completed (issued to employee with all appropriate reviews and signatures) at least ninety (90) days prior to the scheduled issuance of RIF notices may be used.

(2) An employee's entitlement to additional service credit for performance shall be based on the employee's three most recent annual performance ratings of record received during the four (4) year period immediately prior to the established cut-off date established in paragraph d.(1) above.

(3) An employee who has not received a rating of record during the 4-year period shall receive credit for performance based on the modal rating for the summary level pattern that applies to the employee's official position of record at the time of the reduction-in-force.

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

a. DDESS Re-employment Priority List (RPL). The Agency will establish RPLs for employees who have been separated due to RIF in accordance with procedures at subpart B of 5 C.F.R. Part 330, Reemployment Priority List. It is 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.

(1) Eligible employees will be registered on the RPLs for a maximum of two (2) years. If an employee declines a valid job offer, his/her name will be removed from the RPL. If a full-time 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).

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

*Section 10. **Salary Retention Provisions.*** Grade and pay retention shall be afforded to employees who are demoted to a lower graded/paid position within DDESS in accordance with 5 C.F.R. Part 536 and appropriate procedures. Pay retention will be granted based upon the employee's hourly rate of pay without regard to work schedule. When an overall loss of pay will result due to a full-time employee accepting a full-time shortened work schedule, the Agency will consider providing the affected employee additional work hours in order to allow the employee to retain their annual salary. An employee who is demoted and on retained grade and/or pay shall receive priority consideration for re-promotion to positions up to and including the grade/pay level from which demoted.

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

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

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

## ARTICLE 24

### **BASE CLOSURES**

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

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## ARTICLE 25

### DISCIPLINARY ACTIONS

#### *Section 1. Policy.*

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

b. Constructive discipline, to be effective, must be timely. The results to be achieved through this means diminish in proportion to the time allowed to elapse between the offense and the corrective action. Nevertheless, the Parties agree that sufficient time should be allowed to complete appropriate investigations and fact-finding and that undue haste is as undesirable as undue delay. Supervisors, unit employees, Association representatives, and others involved in an investigation will not disclose any information gained through such investigations except in the performance of their official duties.

#### c. **“PENDING NEGOTIABILITY DETERMINATION BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY”**

d. A bargaining unit member who is to be questioned by a DoDEA or DDESS management employee in connection with an investigation may request representation by the Association at any time that he/she reasonably believes that disciplinary action may result against him/her. If requested, the bargaining unit member will be entitled to be represented by an FEA attorney, at no cost to the Agency, and a local Association representative. If the bargaining unit member requests Association representation, by an FEA attorney or a local Association representative, or both, no questioning will normally take place until the Association has been given at least twenty-four (24) hours to confer privately with the bargaining unit member. In no event will the bargaining unit member be permitted to delay questioning beyond twenty-four (24) hours. The Agency shall not be required to delay the questioning, if the matter to be investigated involves a lost child, bomb/terrorist threat, or some other matter involving imminent danger to students, faculty and/or staff.

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

*Section 3. Formal Disciplinary Actions.* Formal disciplinary actions consist of written reprimands, suspensions, demotions, and removals. Before formal disciplinary action is initiated, an investigation or inquiry will be made by the immediate supervisor or other official designated by the Agency to ensure himself/herself of the facts of the case.

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

may request to have the Letter of Reprimand removed from the OPF. There is no advance notice required before issuing a Letter of Reprimand.

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

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

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

(2) The notice shall:

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

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

(c) Inform the unit employee of the right to reply orally or in writing, or both, within ten (10) workdays after receipt of the notice of proposed action, and the name and title of the official designated to hear an oral reply and/or receive a written reply;

(d) State that a final decision of the proposed action will not be made until after receipt of the unit employee's reply or after the ten (10) workday notice period, described in (c) above, whichever comes first;

(e) Inform the unit employee what duty status he/she will be in pending a decision on the proposed action; and

(f) Be in written form, dated by the Agency, and signed by the proposing Agency official.

(3) Notice of Final Decision. The unit employee shall receive notice of a final decision at the earliest possible date following the ten (10) workday reply period. The notice of final decision shall be signed and dated and shall inform the unit employee of:

(a) The reason(s) for the decision;

(b) The effective date of the action; and

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

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

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

- (a) State, in detail, the reason(s) for the action;
- (b) Provide the employee with a copy of the material relied upon for the proposed action;
- (c) Inform the unit employee of his/her right to reply orally or in writing, or both, within twenty (20) days from receipt of the notice of proposed action, and the name and title of the official designated to hear an oral reply and/or receive a written reply;
- (d) State that a final decision of the proposed action will not be made until after receipt of the unit employee's reply or after the twenty (20) day period, whichever comes first;
- (e) Inform the unit employee of the duty status he/she will remain in pending a decision on the proposed action; and
- (f) Be in written form, dated by the Agency, and signed by the proposing Agency official.

(2) An employee may be placed on excused leave or reassigned during the advance notice period at the sole option of the Agency. Such a decision is not grievable. Normally, if an employee who is in an absent without leave (AWOL) or leave without pay (LWOP) status voluntarily returns to duty during the notice period, the Agency agrees to return the employee to a pay status, i.e., returned to work or placed on excused leave. However, if the employee does not return to duty during the notice period, the Agency reserves the right to continue the employee-initiated non-pay status (AWOL or LWOP) for the duration of the notice period.

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

- (a) Which of the reasons in the proposed notice have been found sustained;
- (b) The effective date of the action; and
- (c) His/her rights under the appropriate grievance and/or appeal procedures.

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

- (1) A reasonable amount of official time to review the notice and supporting material, to prepare an answer and to secure affidavits, medical documentation, and other documentary evidence, if the employee is otherwise in a duty status; and
- (2) Be represented by an attorney and/or other representative.

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

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

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

## ARTICLE 26

### GRIEVANCE PROCEDURE

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

*Section 2. Coverage.*

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

b. A grievance means any complaint:

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

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

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

(a) the effect or interpretation or a claim of breach of this Agreement; or

(b) any claimed violation, misinterpretation of any law, rule, or regulation affecting working conditions of employment.

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

(1) any claimed violation of Subchapter III of Chapter 73, Title 5 U.S.C. (relating to prohibited political activities);

(2) retirement, life insurance, or health insurance;

(3) a suspension or removal under Section 7532 of Title 5 U.S.C.;

(4) any examination, certification, or appointment;

(5) the classification of any position which does not result in the reduction in grade or pay of an employee;

(6) an advance notice of disciplinary or adverse action;

(7) separation of probationary/trial period employees;

(8) termination or expiration of temporary appointments;

(9) oral or written admonishments which are not placed in the employee's Official Personnel File; and

(10) any other matter or issue excluded by any provision of this Agreement.

**Section 3. Representation.** A unit employee may present a grievance on his/her behalf under this procedure provided that the Association is given the opportunity to be present during the grievance proceeding. Any resolution reached with the unit employee shall be consistent with the terms of this Agreement.

**Section 4. Local Grievance Procedures.** Individual employees are encouraged to use the local grievance procedure to address a grievance personal to that individual.

**Step 1 – Informal** The Parties agree that informal resolution of employee grievances is desirable. To this end, the unit employee and/or their Association representative should present any grievance informally (orally or in writing) to his/her immediate supervisor within ten (10) days after the grievant knew, or should have known, of the act or incident leading to the grievance. The supervisor should arrange for a meeting within five (5) days of the informal presentation of the grievance to fully discuss the matter and to attempt informal resolution. Should the employee choose to present the grievance informally, he/she, or his/her representative, should explain the factual basis for the grievance and the relief he/she is seeking. The local administration should work with the employee to find a resolution to the grievance.

**Step 2 - Formal**

a. Notwithstanding the provisions of Step 1 above, the unit employee or his/her Association representative must present the grievance, utilizing the form at Appendix I or in a written format that includes the facts and circumstances surrounding the grievance, to the appropriate supervisor within thirty (30) days after the grievant(s) knew, or should have known, of the act or incident leading to the grievance or after the Association, if acting on the grievant's behalf, knew or should have known of the act or incidence leading to the grievance. The formal grievance should articulate, if known, the names of all employees affected, the specific basis for the grievance, and the relief sought.

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

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

**Step 3 – Review** When the grievance has not been resolved at Step 2, the grievant or his/her Association representative may submit his/her grievance within the time specified in Step 2. Along with the information submitted under Step 2, the grievant must include a statement as to why the supervisor's decision is unacceptable. No new issues may be raised that were not raised at the Step 2 formal stage of the grievance process. The Superintendent will review the

grievance and will issue a final decision within thirty (30) days from its receipt. Such decision shall be in writing and shall set forth the reasons for the decision. A copy of the decision shall be transmitted to the grievant and the grievant's representative, if any.

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

- a. Association or Agency grievances may be filed only at the DDESS level by the respective officials at the regional level.
- b. Association or Agency grievances must be filed within thirty (30) days after the Association or Agency knew, or should have known, of the incident or occurrence giving rise to the grievance. Grievances should be filed utilizing the form at Appendix I or in a written format that clearly identifies the basis of the grievance, the specific district locations affected, the names of all known employees affected, and the relief sought.
- c. Upon receipt of an Association or Agency grievance, the Association or Agency, as appropriate, shall review, investigate, and furnish a final decision within thirty (30) days. Should the Association's or Agency's decision not be satisfactory, the grieving party must, within thirty (30) days, notify the other party that the decision is not satisfactory and that they wish to proceed to arbitration.

**Section 6. Alternative Dispute Resolution.**

- a. Upon notification that a grievance is being elevated to arbitration, either party may request that the grievance be mediated with the assistance from the Federal Mediation and Conciliation Service, or other mutually agreed upon mediation service.
- b. The party requesting mediation must notify the other party of its desire to engage in mediation and submit any necessary forms within twenty (20) days following the receipt of notification that the grievance is being elevated to arbitration. The Parties will share equally in any fees and expenses of the mediator.
- c. If the grievance is unresolved by mediation, the Association or the Agency may pursue the grievance to arbitration. The date of the last day of mediation will be considered the conclusion of the last stage in the grievance procedure. The grievance may then proceed to arbitration in accordance with Article 27.
- d. Mediation for local grievances, when requested by either party, will be conducted at the local school district. Mediation for Association/DDESS grievances, when requested by either party, will be conducted at the Agency's Headquarters in Atlanta, Georgia, or at a site mutually agreeable to both parties. When DoDEA or DDESS officials request mediation and when attendance at such mediation will require travel by the FEA-SR Area Director outside of the commuting area (normal School District to which assigned) to participate in the mediation session, the Agency will issue a government travel order and pay travel expenses in accordance with the Joint Travel Regulation.

**Section 7. General Provisions.**

- a. Time Limits.

(1) For grievances affecting one or more bargaining unit employees on a seasonal work schedule, the time periods set forth herein shall be tolled during all recess periods in excess of four (4) workdays. For local grievances, recess periods are defined by the local school district calendar. For Agency/Association Grievances, the winter recess shall be considered the twenty-one (21) calendar day period beginning on 18 December of each year through the 21<sup>st</sup> calendar day (January 7<sup>th</sup>). For Agency/Association grievances, the summer recess shall be considered the period beginning on 10 June and extending through 10 August of the same year.

(2) For grievances affecting employees on other than a seasonal work schedule, time limits are not tolled.

(3) For grievances affecting both seasonal and twelve-month employees, time limits are tolled as described in Section 7.a, (1) above.

(4) All time limits in this procedure may be extended or curtailed in writing by the mutual consent of the Parties.

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

b. Cancellation. A local district grievance affecting only one (1) employee shall be canceled upon the death of the unit employee or upon his/her separation for reasons not connected with the grievance. In a local district or Association grievance filed on behalf of multiple employees, that portion of the grievance specific to an individual employee who has died or separated for reasons not connected with the grievance will be cancelled.

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

d. Protection from Reprisal. In exercising their right to seek resolution of grievances, unit employees and witnesses shall be free from any and all restraint, interference, coercion, discrimination, or reprisal. The filing of a grievance shall not be construed as reflecting unfavorably on a unit employee's good standing, his/her performance, his/her loyalty or desirability to the organization, nor shall it be regarded as an unfavorable reflection upon the Agency or particular Agency officials.

## ARTICLE 27

### ARBITRATION

#### **Section 1. Invoking Arbitration.**

- a. Should either the Agency or the Association be dissatisfied with the final decision in a grievance covered by Article 26 of this Agreement, the party who filed the grievance may proceed to arbitration. However, arbitration of the grievance may be invoked only by the Association or the Agency and does not require the approval of the bargaining unit member(s) involved.
- b. A written request for arbitration, FMCS Form No. R-43 (Appendix K), must be served on the opposing party within thirty (30) days following the conclusion of the last stage in the grievance procedure.
- c. Arbitration hearings affecting one or more bargaining unit employees on a seasonal work schedule will not normally be scheduled to occur during recess periods. The winter recess period shall be considered the twenty-one (21) calendar day period beginning on 18 December of each year through the 21<sup>st</sup> calendar day (January 7<sup>th</sup>). The summer recess shall be considered the period beginning on 10 June and extending through 10 August of the same year.

#### **Section 2. Selecting an Arbitrator.**

- a. Within ten (10) days from the date of the request for arbitration (if mediation not requested), the parties will jointly ask the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) impartial persons, "panel," qualified to act as arbitrators. All costs associated with requesting a panel will be borne equally by the Parties, but the Agency reserves the right to reimburse the Association on a quarterly basis. Either party may request a maximum of one (1) new panel if not satisfied with the previous one sent by the FMCS. The party requesting the panel will pay the full fee for the second panel.
- b. Within thirty (30) days from the date of the response from the FMCS conveying the names of the prospective arbitrators, the Parties shall meet, either in person or telephonically, to select an arbitrator.
- c. If the Parties cannot mutually agree upon one (1) member of the panel, then the Agency and the Association will each strike one (1) arbitrator from the panel and will repeat this procedure until one (1) name is remaining on the panel. The remaining person shall be the duly selected arbitrator.
- d. The Association shall have first strike the first time an arbitrator is selected under this Agreement, with the Parties alternating first strike in each selection thereafter.
- e. The FMCS shall be empowered to make a direct designation of an arbitrator to hear the case in the event:

- (1) Either party refuses to participate in the selection of any arbitrator; or

(2) Of inaction or undue delay by either party.

f. Following the selection/appointment of the arbitrator, the parties will contact the arbitrator and schedule a hearing date.

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

**Section 4. Arbitration Expense.**

a. The arbitrator's fee and his/her expenses of the arbitration shall be borne equally by the Agency and the Association.

b. The arbitration hearing will be held on the Agency's premises or facilities provided and paid for by the Agency. The arbitrator shall determine the hours at which the hearing will be conducted.

c. If desired, either party may choose to tape-record or have a transcript made of the hearing. Should the other party wish to have a copy of the transcript, it must share equally in the cost.

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

**Section 5. Witnesses.**

a. Each party may recommend witnesses by providing the full name, address, and a statement setting forth the expected testimony. The parties will exchange witness lists at least one (1) day before the hearing. If travel at Government expense is required for Association witnesses, the Agency will pay such expenses for approved witnesses to attend the arbitration hearing in accordance with the JTR.

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

c. Approved employee witnesses will be in a pay status to the extent necessary to permit their testimony if otherwise in a duty status.

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

e. Telephonic testimony will be admissible unless objected to by the opposing party, in which case the arbitrator will decide whether such testimony will be admissible. Except for rebuttal witnesses, all witnesses identified for telephonic testimony will be so identified in the list of witnesses provided to the opposing party specified in Section 6.a. above.

**Section 6. Decision.** The arbitrator will be requested to render a written decision as quickly as possible. The record will close at the conclusion of the last day of the hearing unless extended by the arbitrator. Post-hearing written briefs, if requested by the arbitrator, are due within thirty

(30) days after closing of the record unless one or both parties order copies of a transcript of the hearing. In that event, post-hearing written briefs, if requested by the arbitrator, are due within thirty (30) days after receipt of the transcript.

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

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

**Section 9: Attorney's Fees.**

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

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

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

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

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## ARTICLE 28

### **DEVELOPMENT OF NEW/SPECIAL PROGRAMS**

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

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ARTICLE 29

**DURATION**

*Section 1. **Effective Date and Duration.*** This Agreement shall become effective and be implemented, following Agency head review as provided for in 5 U.S.C. 7114 (c), on 25 July 2010 and shall remain in full force and effect for four (4) years. This Agreement will be considered executed on the date of initial signature by the Parties.

*Section 2. **Renewal.*** Either party may provide written notice at least sixty (60), but not more than ninety (90), days before the expiration of this Agreement of its desire to engage in bargaining a new agreement. In the event such notice is submitted, the Agreement shall remain in full force and effect until that bargaining is concluded and new provisions are executed and approved in accordance with 5 U.S.C. 7114(c). If neither party files such written notice, the Agreement shall be automatically renewed on each anniversary date for one (1) full year.

*Section 3. **Impact of Invalid Clause.*** In the event any portion of this Agreement is declared invalid upon Agency head review or by a judicial or administrative tribunal, the remainder of this Agreement will be in full force and effect.

*Section 4. **Negotiability Appeal Determinations.*** When a negotiability appeal arising out of the negotiation of this Agreement has been decided by the appropriate authority, upon request of the Association, the Parties shall negotiate on the issues raised in the negotiability appeals procedure within sixty (60) days of the final decision. Agreements reached or settlements imposed shall become an appendix to the Agreement.

\*\*\*\*\*

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

FOR THE AGENCY:

FOR THE  
ASSOCIATION:

Redacted  
\_\_\_\_\_  
Acting Director, DDESS/DoDDS-Cuba

Redacted  
\_\_\_\_\_  
FEA Director for DDESS

25 March 2010

**Section 4. Negotiability Appeal Determinations.** When a negotiability appeal arising out of the negotiation of this Agreement has been decided by the appropriate authority, upon request of the Association, the Parties shall negotiate on the issues raised in the negotiability appeals procedure within sixty (60) days of the final decision. Agreements reached or settlements imposed shall become an appendix to the Agreement.

\*\*\*\*\*

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

FOR THE AGENCY  
Name and signature redacted

Acting Director, DDESS/DoDDS Cuba

FOR THE ASSOCIATION:  
Name and signature redacted

FEA Director for DDESS

25 March 2010



UNITED STATES OF AMERICA  
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY  
ATLANTA REGION

DEPARTMENT OF DEFENSE  
DOMESTIC DEPENDENT ELEMENTARY AND SECONDARY SCHOOLS  
PEACHTREE CITY, GEORGIA  
(Petitioner/Activity)

and

FEDERAL EDUCATION ASSOCIATION, INC., STATESIDE REGION  
(Exclusive Representative)

Case No. AT-RP-02-0019

DECISION AND ORDER

This case is before the undersigned Regional Director of the Federal Labor Relations Authority (the Authority or FLRA) based on a petition filed by the Department of Defense, Domestic Dependent Elementary and Secondary Schools, Peachtree City, Georgia (the Activity or the Petitioner) pursuant to section 7111 of the Federal Service Labor-Management Relations Statute (the Statute), 5 U.S.C. § 7111, and section 2422.5 of the Authority's Rules and Regulations (the Regulations), 5 C.F.R. § 2422.5. Pursuant to the provisions of section 7105(e)(1) of the Statute, the Authority has delegated its powers in connection with the subject case to me in my role as Regional Director.

Upon careful consideration of the entire record of this case, pursuant to section 2422.30 of the Regulations, 5 C.F.R. § 2422.30, I make the following findings:

**I. BACKGROUND**

The Activity filed this petition on March 12, 2002, under § 2422.1(b) of the Authority's Rules and Regulations (Regulations) for two purposes. First, the Petitioner seeks to amend the current certification to reflect Robins Air Force Base is included in the consolidated unit. Second, the Petitioner seeks a clarification as to whether substitute employees (intermittent work schedule) are included in the unit of employees represented by the Federal Education Association, Inc., Stateside Region, National Education Association (FEA).

Following the posting of the notice of the petition, I completed my investigation. The Parties do not dispute any facts and waived their right to a hearing in this matter.

Based on the foregoing, I conclude that the petition should be granted with respect to amending the certification. I further find and conclude that the substitute employees (intermittent work schedule) be excluded from the unit of employees represented by FEA. My findings and conclusions follow.

A Certification of Consolidation of Units was issued in Case No. WA-UC-50033, dated January 2, 1996, certifying the Overseas Education Association, Stateside Dependents Schools, National Education Association (OEA) as the exclusive representative of a consolidated unit consisting of nonprofessional employees employed by the Department of Defense, Domestic Dependent Elementary and Secondary Schools (DODDESS) at the Fort Stewart, Georgia and the Fort Bragg, North Carolina, Schools, as follows:

- INCLUDED: All nonprofessional employees of the Fort Stewart Schools, Fort Stewart, Georgia.
- EXCLUDED: All professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).
- INCLUDED: All nonprofessional employees, including instructional assistants of the Fort Bragg Schools, Fort Bragg, North Carolina.
- EXCLUDED: All professional employees (teachers, guidance counselors, speech therapists, librarians, psychometrists, psychologists, and nurses), management officials, supervisors, substitute teachers, employees represented by American Federation of Government Employees, Local 1770, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

In Case No. WA-RP-70098 OEA filed a petition seeking to consolidate the above existing consolidated unit with four (4) other units of nonprofessional support employees employed by DOD DDESS. The petition also sought to amend the exclusive representative on the certified consolidated unit to reflect the name changed from OEA to Federal Education Association, Inc., Stateside Region, National Education Association (FEA). On March 17, 1998, in Case No. WA-RP 70098, FEA was certified as the exclusive representative in the following consolidated unit:

All nonprofessional employees of the Fort Stewart Schools, Fort Stewart, Georgia, excluding all professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

All nonprofessional employees, including instructional assistants of the Fort Bragg Schools, Fort Bragg, North Carolina, excluding all professional employees (teachers, guidance counselors, speech therapists, librarians, psychometrists, psychologists, and nurses), management officials, supervisors, substitute teachers, employees represented by American Federation of Government Employees, Local 1770, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

All employees of the Fort Knox Community Schools, Fort Knox, Kentucky, excluding all professional employees; management officials; supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

All nonprofessional employees including teaching assistants employed by the Department of Defense at Camp Lejeune Dependents Schools, Camp Lejeune, North Carolina, excluding all professional employees, substitute teachers, supervisors, management officials, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

All nonprofessionalemployeesemployed by the Department of Defense at Fort Campbell Dependents Schools, Fort Campbell, Kentucky, excluding all professional employees; management officials; supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

All nonprofessional employees of the West Point Schools, located at West Point, New York, excluding all professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

FEA filed a petition for an election to include a unit of employees employed by DODDDESS at the Fort McClellan Elementary School, Fort McClellan, Alabama into the existing consolidated unit A Certification for Inclusion in Existing Unit was issued in Case No. AT-RP-80012, dated June 8, 1998, adding the following unit employees to the consolidated unit that FEA represents, as certified in Case No. WA-RP-70098:

INCLUDED: All non-professional employees of the Fort McClellan Elementary School, Fort McClellan, Alabama.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7):

FEA filed a petition for an election to include a unit of employees employed by DODDDESS at the Robins Air Force Base School System, Robins AFB, Georgia into the existing consolidated unit. A Certification for Inclusion in Existing Unit was

issued in Case No. AT-RP-01-0010, dated March 20, 2001, adding the following unit employees to the consolidated unit that FEA represents, as described in Case No. WA-UC-50033, dated January 2, 1996; Ref: WA-RP-90087, dated April 12, 2000<sup>1</sup>:

INCLUDED: All non-professional employees of the Department of Defense, Domestic Dependent Elementary and Secondary Schools, Robins Air Force Base School System, Robins Air Force Base, Georgia.

EXCLUDED: All professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

Thereafter, a petition was filed to clarify the exclusive representative for a unit of DODDOESS employees at the Fort Bragg Schools, Fort Bragg, North Carolina. On October 9, 2001, in Case No. WA-RP-00041, the Acting Regional Director, Washington Region issued a Clarification of FEA Unit to reflect the following consolidated unit<sup>2</sup>

All nonprofessional employees of the Fort Stewart Schools, Fort Stewart, Georgia, excluding all professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6); and (7).

All employees of the Fort Knox Community Schools, Fort Knox, Kentucky, excluding all professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

All nonprofessional employees including teaching assistants employed by the Department of Defense at Camp Lejeune Dependents Schools, Camp

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<sup>1</sup> Case No. WA-UC-50033, dated January 2, 1996, is the initial Certification of Consolidation of Units issued to OEA consisting of nonprofessional employees employed by DODDDESS. Case No. WA-RP-70098, dated March 17, 1998, is the second Certification of Consolidation of Units and Amendment of Certification issued to FEA, as exclusive representative of a consolidated nonprofessional unit of employees employed by DODDDESS. The certification in Case No. AT-RP-01-0010 also incorrectly referenced the certification issued for the professional consolidated 1.1 unit (Case No. WA-RP-9087, dated April 12, 2000).

<sup>2</sup> In Case No. WA-RP-00041, the parties sought to clarify the status of employees at Fort Bragg. The petition resulted in a finding that the employees in the FEA unit belonged to AFGE. The investigation in this case also disclosed that Ft. McClellan closed in 1999.

Lejeune, North Carolina, excluding all professional employees, substitute teachers, supervisors, management officials, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

All nonprofessional employees employed by the Department of Defense at Fort Campbell Dependents Schools, Fort Campbell, Kentucky, excluding all professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

All nonprofessional employees of the West Point Schools, located at West Point, New York, excluding all professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

## **II. ANALYSIS AND CONCLUSIONS**

As noted herein, on October 9, 2001, in Case No. WA-RP-00041, the Acting Washington Regional Director issued a certification clarifying the FEA unit. This clarification removed from representation employees employed by DODDDESS at the Fort Bragg Schools, Fort Bragg, North Carolina; and Fort McClellan Elementary School, Fort McClellan, Alabama. It also erroneously removed the Robins Air Force Base School System, Robins AFB, Georgia. The parties agree that Robins Air Force Base School System, Robins AFB, Georgia, was inadvertently deleted from the certification and that there is no basis to exclude this unit

With respect to the second issue, the parties agree that substitute employees should have been excluded from the bargaining unit because they have no expectation of continuous employment. The parties have never petitioned to exclude substitute employees from the unit of employees represented by FEA until now. However, the parties have never treated these employees as members of the bargaining unit.

The parties agree that it is appropriate to amend the certification to add the unit of employees at the Robins Air Force Base School System, Robins AFB, Georgia and to exclude all substitute employees (intermittent work schedule).

There is no evidence that granting the proposed amendment would alter the existing unit or the representation of the employees in the unit. Rather, the amendment would serve only to correct errors made in other certifications. Therefore, I conclude that the certification granted to FEA may be amended as requested in Case No. AT-RP-02-0019.

### III. ORDER

Having reached this conclusion, and finding that the parties have waived their rights to file an application for review pursuant to section 2422.17(e) of the Regulations, pursuant to the authority vested in the undersigned, attached is an Amendment of Certification that I am issuing today. The decision of the undersigned to amend the certification granted in Case No. WA-RP-00041 on October 9, 2001, to the Federal Education Association, Inc., Stateside Region, is final. The description of the consolidated unit is amended as follows:

**INCLUDED:** All nonprofessional employees of the Fort Stewart Schools, Fort Stewart, Georgia; Fort Knox Community Schools, Fort Knox, Kentucky; Camp Lejeune Dependents Schools, Camp Lejeune, North Carolina; Fort Campbell Dependents Schools, Fort Campbell, Kentucky; West Point Schools, West Point, New York; and Robins Air Force Base School System, Robins Air Force Base, Georgia.

**EXCLUDED:** All professional employees, management officials, supervisors, all substitute employees on an intermittent work schedule and employees described in 5 U.S.C. 7112(b), (2), (3), (4), (6), and (7).

Dated at Atlanta, Georgia, this 31st day of July, 2002.

Name Redacted  
Atlanta Region  
Federal Labor Relations Authority  
Address Redacted

SERVICE SHEET

I certify that I have served the parties listed below a copy of the DECISION AND ORDER and an AMENDMENT OF CERTIFICATION in Case No. AT-RP-02-0019:

Name Redacted, Associate General Counsel Department of  
Defense Education Activity  
Office of General Counsel  
Address Redacted

Name Redacted  
General Counsel  
Federal Education Association, Inc.,  
Stateside Region  
Address Redacted

Name Redacted  
Acting General Counsel  
Office of the General Counsel  
Federal Labor Relations Authority  
Address Redacted

All FLRA Regional Directors



DEPARTMENT OF DEFENSE  
EDUCATION ACTIVITY  
Office of General Counsel  
Address Redacted  
Naval Air Station  
Pensacola, FL

3 September 2002

**MEMORANDUM FOR DDESS SUPERINTENDENTS  
FORT STEWART SCHOOLS  
FORT KNOX COMMUNITY SCHOOLS  
CAMP LEJEUNE DEPENDENTS SCHOOLS  
FORT CAMPBELL DEPENDENTS SCHOOLS  
WEST POINT SCHOOLS  
ROBINS AFB SCHOOL SYSTEM**

.Subject: Decision and Order in FLRA Case No. AT-RP-02-0019

1. Earlier this year, as a prelude to MLA contract negotiations, we filed a petition with the Federal Labor Relations Authority (FLRA) to clarify the existing consolidated unit of nonprofessional DDESS employees represented by the Federal Education Association Stateside Region (FEA-SR): The petition also sought a clarification as to whether substitute employees (intermittent work schedule) are included in the unit.
2. By Decision and Order of 31 July 2002, the FLRA granted this petition, and certified the unit as follows:

**INCLUDED:** All nonprofessional employees of the Fort Stewart Schools, Fort Stewart, Georgia; Fort Knox Community Schools, Fort Knox, Kentucky; Camp Lejeune Dependent Schools, Camp Lejeune, North Carolina; Fort Campbell Dependents Schools, Fort Campbell, Kentucky; West Point Schools, West Point, New York;; and Robins Air Force Base School System, Robins Air Force Base, Georgia

**EXCLUDED:** All professional employees, management officials, supervisors, all substitute employees on an intermittent work schedule and employees described in 5 U.S.C. 7112(b), (2), (3), (4), (6), and (7).

Note that the Order specifically excludes from the unit all substitute employees on an intermittent work schedule. This certification Order will thus designate the appropriate bargaining unit for a Master Labor Agreement with FEA-SR for the support employees which they represent.

3. Please provide a COPY of **this** correspondence to your Human Resources Office Site Manager. If you have any questions concerning **this** Order, please call me (number redacted) or Name Redacted at your convenience.

---

Name Redacted  
Associate General Counsel

cc: DDESS Director  
Name Redacted  
Name Redacted

**DDESS/FEA-SR CLASSIFIED UNIT  
OFFICIAL TIME REQUEST/REPORT**

**OFFICIAL TIME REQUESTED**

Employee Name and Position: \_\_\_\_\_

School District and School: \_\_\_\_\_

Date of Request: \_\_\_\_\_

Location Where Official Time Will Be Performed: \_\_\_\_\_

Date For Which Official Time Is Requested: \_\_\_\_\_

Estimated Time When Official Time Will Begin and End: \_\_\_\_\_

Request Initiated By:                      Association                      Agency \_\_\_\_\_

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

<b>Excluded From Bank</b>		<b>Included In Bank</b>	
	Investigation/preparation of grievance		Other representational duties
	Presentation of grievance		Association training
	Representation in disciplinary action		Attendance at FEA-SR Area Council
	Preparation for arbitration		meetings
	Representation in arbitration hearing		Other
	Consultation with Agency		
	Negotiation/preparation		
	FLRA/FSIP hearings		
	Formal discussion		
	Weingarten investigation		
	School board meetings during duty day		

Must provide narrative explanation of official time request: \_\_\_\_\_

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\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF ASSOCIATION OFFICIAL

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

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME, TITLE, AND SIGNATURE OF SUPERVISOR

**OFFICIAL TIME USED**

To be completed by Association official following completion of official time usage.

Actual date(s) used	Start Time	End Time	Total Hours Used

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

To be completed by supervisor:

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME, TITLE, AND SIGNATURE OF SUPERVISOR

INITIALS:

**FEA-SR Classified Unit Request for Information  
Under Section 7114(b)(4) of the Federal Service  
Labor Management Relations Statute**

**DATE: Date of the information request:** \_\_\_\_\_

**REQUESTOR: Name of the requesting Association official:**  
\_\_\_\_\_

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

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

**INFORMATION REQUESTED: Description of information requested.**  
[Include whether personal identifiers (such as names, social security numbers, or other matters identifying individual employees) should be included or may be deleted. Include time periods encompassed by the request.] \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PARTICULARIZED NEED: Statement(s) explaining why the Association needs the requested information.** [Explain how the Association intends to use the requested information and how that use of the information relates to the Association's role as the exclusive representative. Be as specific as possible.]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PRIVACY ACT: Do you know if the requested information is contained within a system of records under the Privacy Act? [If so, identify that system of records.]** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OTHERS MATTERS: Other matters related to the request for information.** [Discuss any other matters not listed above which relate to the Association's information request and which may assist the Agency in responding to the request.]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Signature of Requestor

\_\_\_\_\_  
Date

## **APPENDIX D - SALARY SCHEDULES**

DDESS CLASSIFIED BARGAINING UNIT MEMBER  
COMPENSATION SCHEDULES MAY BE FOUND AT THE  
DDESS WEBSITE:

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

,

**DDESS/FEA-SR CLASSIFIED UNIT**  
**EXTRACURRICULAR DUTY ASSIGNMENT AGREEMENT**

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Employee's Printed Name and Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal's Printed Name and Signature

\_\_\_\_\_  
Date

**DDESS  
Extracurricular Duty Assignment  
COMPENSATION SCHEDULE**

ECDA Position	High School		Length	Middle School	
	HD Coach	Asst. Coach		HD Coach	Asst. Coach
Athletic Director ***	\$12,000.00		Year	\$2,000.00	
Football***	\$9,000.00	\$7,000.00	Season	\$2,400.00	\$1,800.00
Basketball**	\$8,000.00	\$6,000.00	Season	\$2,400.00	\$1,800.00
Track *(No Indoor)	\$4,000.00	\$3,000.00	Season	\$2,000.00	\$1,500.00
Track (Indoor)	\$4,500.00	\$3,375.00	Season		
Baseball	\$4,000.00	\$3,000.00	Season	\$2,000.00	\$1,500.00
CrossCountry•	\$2,500.00	\$1,875.00	Season	\$2,000.00	\$1,500.00
Golf	\$1,750.00	\$1,300.00	Season	\$1,200.00	\$800.00
Soccer**	\$6,000.00	\$4,500.00	Season	\$2,000.00	\$1,500.00
Wrestling	\$4,000.00	\$3,000.00	Season	\$2,000.00	\$1,500.00
Volleyball**	\$4,700.00	\$3,525.00	Season	\$2,000.00	\$1,500.00
Tennis	\$1,750.00	\$1,200.00	Season	\$1,200.00	\$800.00
Softball	\$4,000.00	\$3,000.00	Season	\$2,000.00	\$1,500.00
Swimming	\$2,100.00	\$1,575.00	Season		
Weight Training*	\$2,100.00		Year		
Sports Medicine***	\$10,000.00		Year		
Intramurals Director			Year	\$2,000.00	\$1,500.00
Intramurals Coach			Season	\$500.00	
Cheerleader Sponsor**	\$3,000.00	\$2,250.00	Year	\$1,000.00	
Student Activities Director	\$3,000.00		Year	\$1,000.00	
Band***	\$5,900.00	\$4,425.00	Year	\$2,800.00	
Chorus/Drama	\$2,800.00		Year	\$2,800.00	
Yearbook	\$1,200.00			\$1,000.00	
Student Government	\$1,500.00		Year	\$1,000.00	
Academic Club	\$1,200.00		Year	\$1,000.00	
Class Sponsor	\$1,200.00		Year		
Flag Corps	\$1,200.00		Year		
Teacher, VPDA (one credit hour course)	\$1,200.00		Year		
Teacher, VPDA (one credit hour course)	\$2,200.00		Year		
*** Includes 15 Additional Workdays (120 hours)					
** Includes 10 Additional Workdays (80 hours)					
• Includes 5 Additional Workdays (40 hours)					

**DDESS  
Extracurricular Duty Assignment  
COMPENSATION SCHEDULE**

Elementary Band	\$2,500.00		Year		
Chemical Hygiene Officer	\$1,000.00		Year		
SIT Chair	\$1,650.00		Year		
SIT Committee Member	\$1,100.00		Year		
Mentor (New Teacher Licensure)	\$1,400.00		Year		
Activities for which bargaining unit members are involved in beyond the regular duty day that are year-long activities not listed above shall be compensated according to the following schedule.					
	1*	2**	3***	4****	
	\$550.00	\$1,100.00	\$1,650.00	\$2,200.00	
1* Personnel in this category will conduct a minimum of one activity per week outside the regular instructional day.					
2** Personnel in this category <b>will</b> conduct a minimum of two activities per week outside the regular instructional day.					
3*** Personnel in this category will conduct a minimum of three activities per week outside the regular instructional day.					
4**** Personnel in this category will conduct a minimum of four activities per week outside the regular instructional day.					
All other school activities sponsored by bargaining unit members and approved by the Superintendent, that are not yearlong in duration, shall be based on a payment of \$350.00 per activity.					

**DDESS/FEA-SR CLASSIFIED BARGAINING UNIT  
EMERGENCY LEAVE BANK ENROLLMENT FORM**

**What it is:** The Emergency Leave Bank (ELB) has been established per Article 21, Section 12, of the DDESS/FEA-SR Classified Unit, Master Labor Agreement. Through this bank, a participant can apply for sick leave following a medical emergency, catastrophic illness, or injury during which the participant is unable to perform his/her assigned duties.

**Participants:**

1. Must be employees (not family members of employees) covered by this Agreement.
2. Must voluntarily contribute one (1) sick/annual/personal leave day to the bank (8 hours for full-time employees or a pro-rated portion thereof for part-time employees)
3. Must submit this application to participate in the ELB within thirty (30) days if a new employee.
4. May join during an "Open Season".

**Operation:**

A. A participant may request leave from the ELB provided:

1. He/she has exhausted all available leave (annual/personal and sick leave); and
2. He/she must furnish the attending physician's statement establishing the need for absence from duty for a prolonged period of time because of a medical emergency, catastrophic illness, or injury.

B. The ELB Committee will make decisions on all applications submitted. These decisions are not subject to the grievance process.

C. Approval for a grant of leave from the ELB must be by a majority decision of the ELB Committee which consists of one Agency representative and two bargaining unit members appointed by the Association.

D. Anyone participating in the ELB will be limited to withdrawing from the bank up to a total of forty (40) days in succession per application. When an illness or the effects of an injury/illness extend beyond forty (40) days, the participant may reapply for consideration of up to an additional forty (40) days.

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

Employee Name (Print): \_\_\_\_\_

Position: \_\_\_\_\_ School: \_\_\_\_\_

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

\_\_\_\_\_ **I DO** wish to participate in the emergency Leave Bank. I wish to contribute:

\_\_\_\_\_ One (1) day of sick leave; **OR**

\_\_\_\_\_ One (1) day of annual/personal leave

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

**Complete and forward to FEA-SR Point of Contact for ELB**

**DDESS/FEA-SR CLASSIFIED UNIT  
EMERGENCY LEAVE BANK REQUEST FORM**

\_\_\_\_\_  
Employee Name School Arrangement/School

Hour(s)/day(s) of sick leave requested: \_\_\_\_\_

Reason(s) why leave requested: \_\_\_\_\_

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

\_\_\_\_\_  
Employee's Signature Date

**FOR USE BY E.L.B. COMMITTEE ONLY**

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

\_\_\_\_\_  
Date

**STATEMENT FROM ATTENDING PHYSICIAN**

Patient's Name: \_\_\_\_\_

Diagnosis of medical emergency: \_\_\_\_\_

Sample explanation of diagnosis in layman's language: \_\_\_\_\_

Current status: \_\_\_\_\_

Is immediate treatment required? \_\_\_\_\_

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

If yes, please explain modification required:

Prognosis: \_\_\_\_\_

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

Will modifications to the work environment be necessary at that time? \_\_\_\_\_

If yes, please explain specifics:

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

Any comments/recommendations: \_\_\_\_\_

\_\_\_\_\_  
Printed name of attending physician

\_\_\_\_\_  
Signature of attending physician

\_\_\_\_\_  
Address

\_\_\_\_\_  
Specialty area(s)

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Date

**DDESS/FEA-SR CLASSIFIED UNIT  
NEGOTIATED GRIEVANCE FORM**

— **Local Grievance**      — **Association Grievance**      — **Agency Grievance**

**EMPLOYEE'S NAME, JOB TITLE, SCHOOL/LOCATION ASSIGNMENT, AND DUTY PHONE:** *(If more than one employee is affected, all affected employees must be identified, Name, Job Title, and School/Location Assignment. Use separate sheet of paper as needed to provide required information.)*

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**Article(s) and Section(s) of the Agreement which was violated are:**

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**Law(s), rule(s), or regulation(s) which was violated** *(Cite applicable Title, Section, Chapter, Subchapter, and Paragraph):*

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Facts and circumstances surrounding grievance are as follows: *(Who, what, when, where, why)*

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Additional information *(Circle):*    Is    Is Not attached.

Corrective action and/or remedy desired: \_\_\_\_\_

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STEP ONE (INFORMAL)

Date received: \_\_\_\_\_

Received by: \_\_\_\_\_

Date Meeting Held: \_\_\_\_\_

Date of Decision: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_

Supervisor's Decision: \_\_\_\_\_

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STEP TWO (FORMAL)

A satisfactory settlement of the grievance was not reached at Step 1. Therefore, the grievance is referred to Step 2 for the following reason(s):

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Employee/Union Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Date received: \_\_\_\_\_ Received by: \_\_\_\_\_

2<sup>nd</sup> Level Supervisor's Statement:

\_\_\_ A satisfactory settlement in whole or in part WAS reached as described below:

\_\_\_ A satisfactory settlement in whole or in part was NOT reached for the reason(s) stated below:

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2<sup>nd</sup> Level Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

STEP THREE (FINAL)

A satisfactory settlement of the grievance was not reached at Step 2. Therefore, the grievance is referred to Step 3 for the following reason(s):

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Employee/Union Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Date received: \_\_\_\_\_ Level: \_\_\_\_\_  
Received by: \_\_\_\_\_

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

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

**I. EMPLOYER**  
 Company Name: \_\_\_\_\_  
 Representative Name: (Last) \_\_\_\_\_ (.First) \_\_\_\_\_ (Initial) \_\_\_\_\_  
 Street: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

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

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

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

5. Type of Issue: \_\_\_\_\_

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

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

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

9 Signatures: Employer: \_\_\_\_\_ Union: \_\_\_\_\_

REQUEST FOR ARBITRATION PANEL

SPECIAL REQUIREMENTS

Note: ALL requests on this page must be "CERTIFIED" as jointly agreed AND signed below. Requests on this page will NOT be honored without proper certification.

- Select panel from Nationwide
EXPEDITED ARBITRATION under FMCS Procedures
(See FMCS Arbitration Policies and Procedures, Subpart D, Section 1404.17 for specific requirements for Expedited Arbitration.)

ORGANIZATIONS or CERTIFICATIONS:

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

SPECIALIZATIONS:

Industry Specialization:

Issue Specialization:

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

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

I certify that the above is jointly agreed.

Signature: On behalf of: Union Employer

NOTICE TO CUSTOMERS MAKING PAYMENT BY CHECK

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

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

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

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

## APPENDIX K

### DEFINITIONS

**Bargaining Unit Employee:** A DDESS employee assigned to a position within the FEA-SR consolidated bargaining unit as described in the unit certification at Appendix A and any subsequent additions to the consolidated unit.

**Classified Bargaining Unit:** The consolidated bargaining unit within DDESS represented by FEA-SR as described in the unit certification at Appendix A.

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

**Full-Time Employment:** An employee who works a regularly scheduled 40 hour work week. Employees who work a regularly scheduled work week of less than 40 hours are part-time.

**Hourly Rate:** The hourly rate of pay reflected on the salary schedules at which the employee "earns" pay while working.

**Local School System:** Local School System includes schools and/or community/district offices/work sites at the below identified installations (and immediate commuting area) and at any other installations where a FEA-SR classified bargaining unit is certified by the FLRA subsequent to the date of this Agreement.

Camp Lejeune, North Carolina  
Fort Campbell, Kentucky  
Fort Knox, Kentucky  
Fort Stewart, Georgia  
West Point, New York

**Seasonal Employment:** An employee who works on an annually recurring basis for less than twelve (12) months.

INITIALS:

**DDESS:** \_\_\_\_\_

**FEA-SR:** \_\_\_\_\_

## APPENDIX L

### STATEMENT OF UNDERSTANDING

#### **Rights, Responsibilities, and Procedures**

Name \_\_\_\_\_ Date of Injury \_\_\_\_\_

Nature of Injury \_\_\_\_\_

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1. In accordance with the Federal Employees' Compensation Act, provided below is a list of your rights, responsibilities, and procedures when you incur a job related injury or occupational illness/disease. You should follow these procedures to efficiently expedite your claim. The only exception would be medical emergencies which impair your ability to follow these procedures.

2. First, report your injury or occupational disease/illness verbally to your supervisor. Then if applicable, seek medical treatment. (If traumatic injury is involved, furnish the supervisor with medical evidence of any disability within 10 calendar days of claiming Continuation of Pay (COP) to establish entitlement to 45 days of COP). Lastly, initiate your claim with your local DDESS Area Service Center Site Liaison Office. The following procedures apply:

- You must complete the front page of a CA-1, CA-2, CA-2a to initiate your claim with DOL/OWCP. (There is a 3 year limitation to file a CA-1.) The Site Liaison will assist you in determining the type of claim you need to complete.
- You are responsible for handcarrying the original claim form to your supervisor for completion of the supervisor's section (back page) of the appropriate form (CA-1, CA-2, or CA-2a).
- If you elect a private physician or have been referred to a private physician, the DDESS Area Service Center Site Liaison will prepare and give you a Form CA-16 (Authorization for Examination and/or treatment). (A CA-16 should be issued 24-48 hours after injury is reported - no later than 48 hours).
- If you are unable to return to work, it is your responsibility to telephone your supervisor and inform him/her of your inability to return to work and provide the return to work date established by your physician.
- If you are being treated by a private physician, it is your responsibility to insure that your physician promptly provides any and all medical evidence required by OWCP to support your claim.
- It is your responsibility to inform the physician that light duty is available and can be structured commensurate with your physical limitations.

- Your physician must obtain prior approval from OWCP for surgery, other than medical emergency. This request must be in writing and contain the latest treatment note, and a statement regarding the relationship between the proposed procedure and the accepted work injury/incident.
- Medical bills must be submitted on Form HCFA-1500 with the exception of hospital bills (which are submitted on Form HCFA-1450/UB-92). You are responsible for payment of your medical bills until such time as your claim has been accepted by OWCP.
- You must only absent yourself from the job for the minimum amount of time necessary to obtain medical follow-up treatment.
- If you filed a CA-1 or CA-2a in a timely manner, you may be entitled to 45 calendar days of COP for medically substantiated dates of disability or treatment. If the dates of disability or treatment are intermittent, you have 45 calendar days (from the first return to work date) to use the remaining COP days. If you are not totally disabled and you are receiving medical treatment, OWCP will only allow a maximum of 4 hours a day for medical treatment. Regardless of how many .hours you are away from the job, this counts as one day of entitlement.
- All dates of disability or medical treatment must be substantiated by medical evidence.

3. You have the right to seek medical attention from a private physician of your choice, however, please note:

- After the initial selection, changing physicians without a referral must be approved in advance by OWCP based upon a written request from you. If you see another physician without a referral, or prior OWCP approval, you will be personally liable for payment of any medical bills.
- Authorization from OWCP for chiropractic services is limited to "the manual manipulation of the spine to correct subluxation as demonstrated by x-ray to exist."

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I am aware of my obligations, as stated above, in connection with my claim.

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Claimant Signature

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Date

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The above cited employee has been advised of the aforementioned terms of the Federal Employee's Compensation Program.

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Signature

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Date INITIALS:

**DDESS:** \_ \_ \_ \_ \_

**FEA-SR** \_ \_ \_ \_ \_

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

SSAN: ORG:				NAME:				TITLE:		
PERIOD		DEGREE/ STEP	ANNUAL SALARY	EARNED <u>HOURS</u>	EARNED HRLYRATE	PAID HOURS	PAID HRLY RATE	GROSS BI- <b>WEEKLY</b>		
	PAY PERIOD ENDS	PAY DAY	CUM EARNED	<u>CUM PAID</u>	UN-PAID BALANCE					
1	16-Aug-97	22-Aug-97								
2	30-Aug-97	05-Sep-97								
3	13-Sep-97	19-Sep-97								
4	27-Sep-97	03-Oct-97								
5	11-Oct-97	17-Oct-97								
6	25-Oct-97	31-Oct-97								
7	08-Nov-97	14-Nov-97								
8	22-Nov-97	28-Nov-97								
9	06-Dec-97	12-Dec-97								
10	20-Dec-97	26-Dec-97								
11	03-Jan-98	09-Jan-98								
12	17-Jan-98	23-Jan-98								
13	31-Jan-98	06-Feb-98								
14	14-Feb-98	20-Feb-98								
15	28-Feb-98	06-Mar-98								
16	14-Mar-98	20-Mar-98								
17	28-Mar-98	03-Apr-98								
18	11-Apr-98	17-Apr-98								
19	25-Apr-98	01-May-98								
20	09-May-98	15-May-98								
21	23-May-98	29-May-98								
33	06-Jun-98	12-Jun-98								
23	20-Jun-98	26-Jun-98								
24	04-Jul-98	10-Jul-98								
25	18-Jul-98	24-Jul-98								
26	01-Aug-98	07-Aug-98								
TOTALS										
OTHER PAY										
PPE DATE		TYPE	AMOUNT							



DOMESTIC DEPENDENT ELEMENTARY AND SECONDARY SCHOOLS

Address Redacted

Telephone number redacted

**DDESS POLICY LETTER 04-009**  
**Emergency Closure, Dismissal, or Late Arrival Procedures**

**9 August 2004**

The following is DDESS policy related to instances where emergency situations/conditions cause the closure of DDESS offices/schools, the early dismissal of employees from work, or the late arrival of employees to work.

1. The DDESS Director; or designee, has authority to determine when emergency situations/conditions are such that the Area Service Center should be dosed or employees should be allowed to report late and/or leave early. Superintendents are delegated the authority to determine when emergency situations/conditions are such that facilities under their control should be dosed or employees should be allowed to report late and/or leave early. Such authority may be re-delegated no lower than the Community Superintendent level. Superintendents are required to ensure the DDESS Director is advised of any instances where emergency situations/conditions are such that DDESS facilities are dosed or employees are released from work early and/or allowed to report late.

2. When an authorized DDESS official determines that emergency situations/conditions exist that may warrant group dismissals, late arrivals, or closure of activities, reasonable efforts will be made to notify employees of dismissals, late arrivals, or closure as early as possible.

a. If an emergency situation/condition exists before the workday begins, the authorized DDESS official may take one of the following actions:

(1) Determine the emergency situation/condition does not necessitate the release of employees. When that occurs, DDESS facilities will be open and employees will be required to report to work on time;

(2) open DDESS facilities and allow employees to take unscheduled leave (annual, personal, or LWOP) with the permission of their supervisor;

(3) Open DDESS facilities and allow employees to adjust their home departure time to allow for a late arrival. Employees who report to work will be granted excusal without charge to leave for the period of late arrival that is announced to employees. Employees who arrive to work later than the announced delayed reporting time will normally be charged leave for the period between the announced reporting time and their actual arrival; however, in unusual circumstances management (District/Community Superintendent) may, at its discretion, excuse employees without charge to leave for longer periods of time;

(4) Close DDESS facilities and excuse non-essential employees from work without charge 1D leave. Non-essential employees (including employees on pre-approved paid leave) will be granted excused absence for the number of hours they are normally scheduled to work. Employees in a non-pay status, i.e., LWOP, suspension, military leave; or other non-pay status will remain. In a non-pay status for the period of closure if they were in a non-pay status on the day before the closure and on the day following the closure; however, if the period of closure includes one or more days that an employee is in a non-pay status because of suspension, the day(s) on which the employee is in a suspension status will remain as a non-pay status. The authorized DDESS official may require employees designated as "emergency essential" to report to work on days when DDESS facilities are closed; or

(5) Close DDESS facilities and excuse all employees from work without charge to leave.

b. If an emergency situation/condition develops after the workday begins, the authorized DDESS official may take one of the following actions:

(1) Determine the emergency situation/condition does not necessitate the release of employees. When that occurs, DDESS facilities will be open and employees will be required to remain at work;

(2) Leave DDESS facilities open and allow employees to take unscheduled leave (annual, personal, or LWOP) with the permission of their supervisor;

(3) Leave DDESS facilities open and release non-essential employees from work. The authorized DDESS official may require employees designated as "emergency essential" to remain at the duty site. Employees who are released will be excused without charge to leave for the period of early release that is announced to employees, if they are in a duty status at the time the early release occurs. Employees in a leave status, either paid or non-paid, will remain in a leave status for the period of early release.

(4) Close DDESS facilities and excuse non-essential employees from work without charge to leave. The authorized DDESS official may require employees designated as "emergency essential" to remain at the duty site. Employees who are excused from work will be excused without charge to leave for the period of early release that is announced to employees, if they are in a duty status at the time the early release occurs. Employees in a leave status, either paid or non-paid, will remain in a leave status for the period of early release.

(5) Close DDESS facilities and excuse all employees from Work without charge to leave. Employees who are excused from work will be excused without charge to leave for the period of early release that is announced to employees, if they are in a duty status at the time the early release occurs. Employees in a leave status, either paid or non-paid, will remain in a leave status for the period of early release.

3. Superintendents or their designees should annually identify their employees who are "essential" to operations in an emergency; Not all employees designated as "essential" may always be required to report to work or remain at the work site when other employees are released. The determination of which "essential" employees are required to report to work or remain at the worksite will be made on a case-by-case basis, dependent upon the nature of the emergency. Employees who are redesignated as "essential" in an emergency and who are required to remain at the duty site or report to the duty site during their normal duty day/duty hours will not be entitled to additional compensation.

4. An employee who is TDY to a location not affected by the closure is not entitled to excused leave as described above for the time that they worked.

5. In the event a school or school district is closed during the school year, the day(s) lost may be re-scheduled from non-instructional days or by extending the work year of seasonal employees. Determination of whether non-instructional days or extension of the work year will occur will be made by the DDESS Director.

6. Employees on a seasonal work schedule will be paid their hourly rate for all days required to be made up beyond the normal work year requirements or as established in applicable collective bargaining agreements. The Employee may elect, with management concurrence, to receive compensatory time in lieu of his/her hourly rate.

This policy is effective immediately.

*Redacted signature*

REDACTED NAME  
Director, DDESS/Cuba and  
Deputy Director, DoDEA