

AMERICAN FEDERATION
OF GOVERNMENT
EMPLOYEES (AFGE),
LOCAL 1770

AND

FT. BRAGG SCHOOLS,
NORTH CAROLINA
DISTRICT
(DDESS)

**NEGOTIATED AGREEMENT
BETWEEN
AMERICAN FEDERATION OF GOVERNMENT WORKERS (AFGE),
LOCAL 1770
AND
FORT BRAGG SCHOOLS, NORTH CAROLINA DISTRICT,
DOMESTIC DEPENDENT ELEMENTARY 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 Fort Bragg Schools (FBS), North Carolina School District, Department of Defense (DOD) Domestic Dependent Elementary and Secondary Schools (DDESS), located at Fort Bragg, North Carolina, hereinafter referred to as “FBS, the Employer, Agency, Management, or DDESS,” and American Federation of Government Employees (AFGE) , Local 1770, hereinafter referred to as “the Union, Local 1770, or Exclusive Representative,” 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 located at Fort Bragg, North Carolina, 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.

d. The Agency and the Union recognize that the employee's responsibility is to perform work that serves the educational needs of the students at Fort Bragg Schools.

ARTICLE 2

MISSION STATEMENT

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

ARTICLE 3

RECOGNITION

Section 1. Recognition of Exclusive Representative.

- a. The Agency hereby recognizes the Union as the exclusive bargaining agent and representative of all employees in the unit identified by FLRA Case Number WA-RP-00041, Certification of Representative, dated October 9, 2001.
- b. Any successor unit certificate issued by the FLRA will automatically amend the unit description contained in (a) above.
- c. The representation certificate identified in section 1.a. of this Article is attached at Appendix A.

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 Union, 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.*** Except as otherwise specifically provided for in this Agreement, all past practices at Fort Bragg Schools are hereby extinguished as of the effective date of this Agreement.

*Section 3. **Future Bargaining.*** The Parties agree to engage in mid-term bargaining, as described in Article 7, over all otherwise negotiable matters not reasonably covered by or contained in this Agreement.

*Section 4. **Continuation of Grievances Under Prior Collective Bargaining Agreements.*** All grievances filed prior to the effective date of this Agreement will continue under the terms and conditions of the prior agreement.

Section 5. 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 Agreement will be reproduced, and costs of reproduction will be borne by the Agency. The Agency will make reasonable attempts to schedule a two (2) hour block of time within the duty day during the first ninety (90) days following implementation of this agreement for the Union to meet with affected employees, distribute copies of the Agreement to current bargaining unit members, and briefly explain the agreement to them. The Agency will distribute copies of the Agreement to all future bargaining unit members.

b. Whenever an addendum to this Agreement is adopted by the Parties, a copy of the addendum will be provided to each bargaining unit member as soon as possible after reaching the Agreement. 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 Union 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.

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.

ARTICLE 6

UNION RIGHTS

*Section 1. **Exclusive Representative.*** The Union 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 Union shall represent the interests of all employees in the unit pursuant to 5 U.S.C. § 7114(a)(1). The Union retains all bargaining rights provided under Chapter 71 of Title 5, U.S. Code.

*Section 2. **Weingarten Rights.***

a. The Union shall be given the opportunity to be present at any examination of a unit employee 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 unit employees of their Weingarten rights by posting a written notice on bulletin boards at each school/work site and by distributing said notice to each individual unit employee during

September of each school year. All new employees will receive the notice at the time of hiring.

c. If the bargaining unit member requests Union representation, no questioning will take place until the Union 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. However, 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, the Agency shall not be required to delay the questioning.

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

Section 3. Formal Discussion Rights.

a. The Union shall be given the opportunity to be represented at any formal discussion (which may include, for example, committees, meetings, and groups) 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 whether at the school or district level. Whenever possible,

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 Union shall be given twenty-four (24) hour advance written notification.

b. The Parties understand that the Union shall normally inform the Agency, before any meeting herein described, of the identity of the Union representative who will attend the meeting. The Union representative shall be authorized official time as provided for in Section 9 of this Article, during the time the employee would otherwise be in a duty status.

c. Meetings to set performance elements and standards or to discuss an employee's performance in comparison to performance expectations are not formal discussions.

Section 4. Information Requests Under Subsection (b)(4) of Section 7114, Title 5, United States Code. The Agency recognizes the Union's right to information under 5 U.S.C. 7114 (b)(4). The Parties agree that all such requests for information by the Union will be in writing (per the format in Appendix C) and will articulate why the Union needs the requested information, including the uses to which the Union will put the information and the connection between those uses and the Union's representational responsibilities. All such requests meeting the above-stated criteria will be

processed by the Agency within (10) workdays. The Agency further agrees to provide to the Union, 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 interest on employee privacy concerns, it will do so in writing.

Section 5. Announcement of Union Officers. The Agency shall recognize the Union as the exclusive representative of its non-professional bargaining unit employees. During new staff/employee orientation and the initial school district or school building faculty meeting of each new school year are conducted involving bargaining unit employees, the Agency shall announce the names of the elected and designated officials of the Union.

Section 6. Announcements at Faculty Meetings and Orientations.

a. The Union will be afforded the opportunity to make a presentation of not more than ten (10) minutes during the initial staff/faculty meeting at the school district or school building level regardless of when the school

district meeting is held, if bargaining unit employees are in attendance at the meeting.

b. The Union will be afforded the opportunity to make announcements at any regularly scheduled school district and school faculty/staff meetings, if bargaining unit members are in attendance at the meetings.

c. The Union will also be afforded the opportunity to make a presentation of a 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.*** The Agency will, within twenty (20) workdays of the beginning of each school year, provide the AFGE Local Union President (hereinafter referred to as Union President) and each Building Steward 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.

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

a. The Agency shall provide to the Union President the website addresses which contain current DoD Directives and Instructions.

b. The Agency agrees to maintain current DDESS Directives, Instructions, and Policy Letters that apply to bargaining unit members, as well as current DoDEA Directives, Instructions, and Policy Letters that apply to Fort Bragg Schools bargaining unit members. All bargaining unit members will have access to the directives, instructions and policy letters. Updated changes will be provided as issued.

c. The Agency also agrees to maintain a set of current School Policies, as well as policies issued by the Superintendent, school principals, or any other management official, which apply to bargaining unit members. The above will be available for review to all bargaining unit members.

Section 9. Representational Duties and Official Time.

a. The Agency recognizes the right of the Union to select or appoint its representatives for purposes of carrying out representational responsibilities.

b. Official Time shall be defined as time granted to a Union 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 Union business (e.g. activities related to solicitation of members, collection of dues, and election of officers).

c. The Union is entitled to the release from duty of the Union Vice President for Fort Bragg Schools for fifteen (15) hours per five (5) workdays. The Vice President will continue to perform assigned duties commensurate with his/her position, but those duties will be reduced by fifteen (15) hours per week. If the Vice President is a seasonal employee, the Union may designate an alternate 12-month employee to serve as the interim Vice President during the summer break. Such designation shall be provided in writing to the District Superintendent at least sixty (60) days prior to the end of the school year.

- (1) In cases of special circumstances, i.e., natural disaster, standardized testing or end of course examinations, parent

conferences, field trips, non-instructional days, etc. the Vice President may elect or be required to forego the official time period for a given day.

- (2) The schedule of release will be determined on an annual basis by the supervisor after consideration of input from the Union Vice President. If disagreements arise concerning the schedule, the issue will be resolved by the Superintendent.
- (3) The Vice President will be paid at his/her regular rate of pay and will receive all the benefits given for normal employment.
- (4) When official travel is required to meet with Agency officials, the Vice President will receive government travel orders. Travel expenses will be paid in accordance with the JTR.
- (5) In the event that Agency officials initiate a meeting during a recess period covering bargaining under 5 U.S.C. 7114, the Vice President will be paid at his/her normal hourly rate for the time required to attend the meeting.

d. Representatives of AFGE Local 1770 at Fort Bragg Schools shall receive a bank of 200 hours of official time per school year to be used by Union officials and representatives for representational duties. These hours do not include official time provided by statute or regulation, or for Agency-initiated requests to meet with Union official(s). If mutually agreed upon, additional official time may be granted.

e. 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. Any such time approved will be recorded on the same form.

f. Up to a maximum of thirty-two (32) hours of official time per school year from each respective bank of hours may be used by Union-designated bargaining unit members to attend AFGE national or regional meetings. 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.

g. Except for approved absences from the school district to attend AFGE national or regional meetings, training, or other events that

necessitate designated representatives' absence from the district, official time granted under this section will occur on the main Fort Bragg/Pope installation. 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. This requirement includes the necessity of traveling to Agency schools located on a geographically separate part of Fort Bragg (e.g. Linden Oaks Schools).

Section 10. Use of Facilities and Equipment.

a. Upon written request, the Agency agrees to provide space in a school/school district building for Union meetings after duty hours. Use of the space will be contingent upon availability and will not interfere with any school activities or community functions. The Union will be responsible for the security and physical condition of the space/facility used.

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

c. The Union will be provided a bulletin board, shared by the professional unit represented by FEA-SR, in each building where bargaining unit employees are assigned.

d. Upon written request by the Union, the Agency shall consider allowing the Union's use of other school/school district facilities, equipment, and/or services not otherwise specifically mentioned in this Agreement.

e. Despite the language contained in subsection 10.a., above, the Parties agree that the Union may elect to conduct two (2) meetings per year with bargaining unit members of a duration not to exceed two (2) hours during the duty day. These meetings must occur on end-of-quarter "teacher work days" when students are absent, and must be requested in writing (to the Superintendent) at least thirty (30) days in advance.

*Section 11. **School Board Meetings.*** The Union President or designee will be permitted to attend all district school board meetings, including regularly scheduled meetings and working group meetings. Executive session meetings may be closed under 10 U.S.C. 2164 (d)(6). A copy of the agenda and the previous month's minutes will be provided to the Union President/designee upon distribution to the school board. Official time will be provided if the meeting is held during the school day.

ARTICLE 7

BARGAINING RIGHTS AND REQUIREMENTS

Section 1. Impact and Implementation Bargaining.

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

(1) The Union President will be notified in writing of the planned action(s) via first class mail, or hand delivered with signed acknowledgment of receipt. The date of receipt for the certified mail, or the actual acknowledgment date in case of personal delivery, will be the starting date for counting all future time requirements under this Article. All such written notification(s) shall include the following:

- a. A description of the proposed change and the condition(s) of employment which may change (to the Agency's knowledge);
- b. Agency Point of Contact and telephone number;
- c. Name(s) and work telephone number(s) (if readily available) of bargaining unit members affected by the change(s);
- d. Effective date of the proposed change(s); and
- e. Agency rationale for the proposed change(s).

- (2) If requested, the Union and the Agency will discuss the details of the Agency's planned change(s).
- (3) The Union President, Vice President, or designee, will have fifteen (15) calendar days to respond to the Superintendent, Assistant Superintendent, or designee with any and all written proposal(s) to the proposed change(s). Designee(s) will be identified in writing in advance.
- (4) Bargaining sessions will commence during the normal business day and at a place convenient to the Agency and the Union. Bargaining will take place at a location mutually determined by the Agency and the Union. Union representatives involved in bargaining (including reasonable preparation time) with the Agency, will be in a duty status and on official time for pay purposes, regardless of the time of the day or part of the calendar year. Bargaining will commence not later than ten (10) calendar days after receipt of the Union's proposal(s).
- (5) If, after proper notification of proposed change(s), the Union fails to respond with written proposal(s) during the time frame listed above, the Agency may implement its proposed change(s).

(6) 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.

(7) If no agreement is reached by the parties, either side may request assistance by the Federal Mediation and Conciliation Service (FMCS), and thereafter, the Federal Service Impasses Panel (FSIP).

b. The Agency recognizes that the Union must be notified of all 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, United States 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.

Section 2. Mid-Term Bargaining. The Parties agree that once (during the eighteenth (18th) through the twenty-fourth (24th) month of this Agreement), that either side may propose bargaining over any matter not reasonably

covered by or contained in this Agreement. When mid-term bargaining is proposed, the following procedures will be followed:

a. Initial bargaining requests will be sent via certified mail, return receipt requested, or hand-delivered with signed acknowledgment or receipt, to the Superintendent, or in the case of Agency-requested bargaining, to the Union President.

b. The initial bargaining requests will include proposals and a written explanation of the result desired by the proposals.

c. All requests by the Union for information will follow the procedures set forth in Section 4. of Article 6.

d. Following submission of request(s) to engage in mid-term bargaining, the Parties will meet to discuss ground rules and a subsequent schedule for the submission of counter-proposals and bargaining.

Section 3. Bargaining Procedures.

a. Issues will be bargained by Union and Agency representative(s).

b. The Union and the Agency will determine the make-up of their own bargaining teams. Each Union bargaining team will be made up of no more than three members. If the Agency bargaining team exceeds three members, then the Union bargaining team will be entitled to the same number as the Agency team.

c. Bargaining unit members of the Union bargaining team will be in a paid duty status on official time during all bargaining, regardless of the time of day or part of the calendar year. Pay for all bargaining team members during bargaining will be at each individual bargaining team member's earned hourly rate for hours assigned and worked after the normal duty day or days assigned and worked outside of the normal work year.

d. 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 and the agreement will become binding on the parties.

ARTICLE 8

EMPLOYEE RIGHTS

*Section 1. **Statutory Rights.*** Each employee 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 employee shall be protected in the exercise of such right.

*Section 2. **Right to Representation.***

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

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

c. Each employee may seek assistance from his/her Union 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.

d. If either the employee or the Union representative is involved in assigned duties and a member needs immediate assistance from a Union

representative, the employee shall contact his/her supervisor; and if the supervisor determines that work conditions permit, the employee and the Union representative will be released and, if necessary, will be provided coverage for their responsibilities. The employee will complete an OPM Form-71 checking the "other" block and indicating in the remarks section that he/she is seeking assistance from a Union representative. The specifics of the issue/concern need not be placed on the form. The form will be completed and approved by a supervisor/administrator prior to the employee leaving the work area. If the supervisor/administrator denies the request because of work-related requirements, the supervisor/administrator will recommend an alternate date and time. The Union representative will be required to complete an official time request form (Appendix B) and have it approved by the appropriate management official, unless the Union representative is the Vice-President and he/she is already on an approved release period as described in Section 9 c. of Article 6.

e. Nothing in this Agreement shall require an employee to become or to remain a member of the Union or to pay money to the Union except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 3. Official Personnel Files.

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

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, school district, and/or supervisory levels. Upon written request, the Agency will notify the employee of all files retained on said employee. Employees 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. An employee 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 employee's OPF. Letters of reprimand, and any response(s) thereto, shall be removed from the employee'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 unit employee's pay is not received on the established payday, upon the unit employee's request, the Agency will 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 pay received more than thirty (30) days beyond its due date as provided by law, rule, or regulation.

b. Unit employees have an obligation 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. Unit employees are 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 finance records of a unit employee are lost, destroyed, or delayed in conjunction with a reassignment or transfer, the Agency agrees to accept the unit employee's most recent "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. Investigations. If a unit employee is to be served with a warrant or subpoena or is to be interviewed in connection with an investigation while at school, the Agency shall make reasonable efforts to ensure that such activity is done in private without the knowledge of other employees or students.

Section 6. Telephone Access.

a. The Agency shall make reasonable efforts to ensure that unit employees have privacy on the school site for making necessary phone calls to personnel offices, school administration offices, military offices, and other Agency officials.

b. Unit employees 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 assigned duties.

c. When bargaining unit members involved in work-related or student 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 unit employee 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 employees within two years of their eligible retirement date. Other interested employees may attend if not otherwise engaged in assigned duties.

Section 8. Processing Paperwork upon the Death of an Employee.

The Agency shall take appropriate steps to ensure that appropriate personnel actions related to the death of a unit employee are processed expeditiously after receipt of a certified copy of the death certificate.

Section 9. Employment Related Information. During in-processing 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 Negotiated Agreement, and information concerning the employee's performance appraisal.

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 do not constitute a limitation on the assignment of duties and merely reflect the major duties that have been assigned to a particular position or employee. Consistent with

management's retained right to assign work, management 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 Union 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.

*Section 11. **Compensation Information.*** Salary schedules for bargaining unit positions will be posted on the DDESS web-site and school/worksites bulletin boards

*Section 12. **Parking.*** The Agency agrees to make reasonable efforts to ensure that unit employees have accessible parking to the work site.

*Section 13. **Providing Storage Space.*** The Agency agrees to make reasonable efforts to designate a 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.

Section 14. 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 school hours.

b. Except for emergencies that necessitate such action or situations that may endanger the health or safety of students or employees, the Agency shall not open a locked storage area designated for use by an individual employee for storage of his/her personal belongings unless the member has been given the opportunity to be present or has given written consent or unless the locked storage area is also used to store Agency supplies and materials.

Section 15. Staff Lounge. The Agency will provide a minimum of one lounge per school for use by professional and non-professional bargaining unit members and other Agency staff. Where feasible, the lounge shall be furnished with a couch, chair, a table and chairs, a microwave, a refrigerator, a soda machine, and a telephone. The lounge will be maintained by the Agency.

Section 16. Dress and Appearance. Unit employees are expected to comply with reasonable apparel and grooming standards that are derived from consideration of health, safety, and type of position occupied. Any

prohibitions by supervisors on unit employee dress and appearance will be based on a showing that the prohibited appearance item contributes to an unsafe, non-productive, or disruptive work environment or is generally not acceptable to be worn around students within a school where an employee is assigned, or by civilian employees in other government or local non-government communities who are engaged in work activities similar in nature to those in which the bargaining unit employee works. Clothing (including headwear and footwear) with slogans, drawings, or language which could be construed as lewd, obscene, profane, discriminatory, or sexually suggestive, or which advocates or glorifies the use of illegal drugs or other unlawful conduct shall not be worn.

ARTICLE 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. 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.

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. 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 reasonably modifying the bargaining unit member's current job.

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 management official(s), bargaining unit member(s), and/or Union 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.

ARTICLE 10

UNION 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 Union President with a listing of bargaining unit members containing the following information concerning employees in the bargaining unit:

- (1) Name;
- (2) Service computation date; and
- (3) Job title.

b. The Agency agrees to provide the Union President a listing in September and February of each year of all employees 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.

Section 2. Partnership Committee (PC). To promote and facilitate understanding and constructive relationships between the Union and the Agency, the Superintendent or designee and the Union President, or designee, may meet periodically to discuss matters of mutual concern.

Section 3. Communication.

a. In the administration of this Agreement, channels of communication for both Parties shall normally be as follows:

- (1) Individual School Level - School Administrator and Designated Representative. The Union President will notify management of the bargaining unit member within the individual school who represents the Union.
- (2) District Level – The district Superintendent or designee and the Union President or designee.

b. Designation of normal channels of communication does not preclude communication between parties on different levels.

c. 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.

d. The Union shall notify the Agency as soon as possible after this Agreement is signed of the names of the unit employees designated to represent the Union at the various levels. The Agency shall notify the Union 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 notify each other in

writing as soon as possible 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 Union President when the Agency becomes aware of health and safety problems in a school or schools.

e. The Union 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 train 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.

i. Any employee who is assigned to a job which he/she has reasonable basis to believe will be dangerous to life, limb or health will immediately report the circumstances to his/her immediate supervisor if readily available, or any other supervisor in the vicinity, who upon such

notice, shall immediately check out the situation to determine if an unsafe work condition exists. If the matter is not resolved between the employee and the supervisor, the matter will be immediately referred to the Safety Officer for recommendation with respect to the employee's allegations concerning the unsafe work condition. Pending the review of the Safety Officer, the employee may decline to carry out the assignment only if there are objective facts which would support a reasonable belief that the danger is imminent, that it poses an immediate risk of death or serious physical harm, and that there is insufficient time within which to eliminate the danger.

*Section 2. **Inspections.*** The union will be informed of scheduled safety inspections in activities where bargaining unit employees work. When possible, the Union will be given at least two (2) weeks notice of a planned inspection as well as a point of contact with telephone number, time, date and the location of the scheduled inspection. A Union representative on official time will be permitted to accompany host base and/or Agency safety and/or health inspectors during their inspections of worksites of bargaining unit employees unless the Installation Commander objects to such attendance. In the event of unannounced safety inspection(s), the Union will be notified as soon as possible and may designate a representative to

accompany the Agency safety and/or health inspector. Absence of a Union representative will not delay an inspection,

*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 must be used by the employee.

*Section 4. **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) as provided for in Article 14 of this agreement. FECA information and claim forms may be obtained from the DDESS HRO Site Liaison Office, as well as the AFGE Local 1770 website. The Agency will post a copy of the current Workers' Compensation guidelines on each official bulletin board and will update it when appropriate. Unit employees recognize their obligation to provide medical documentation in a timely manner regarding any claim for work related injuries.

*Section 5. **Threats Against the Safety of the School.***

a. The Agency shall notify the Union President of threats made to the safety or security of all district facilities 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 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 6. 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 D. If the Agency makes changes to, amends, or rescinds/replaces the DDESS Policy Letter at Appendix D, the Union will be provided advance notice and an opportunity to engage in impact and implementation bargaining.

b. In the event school is closed more than two (2) days during the school year, 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 paid their earned hourly rate for all days required to be made up beyond the work year requirements as described in Article 18. The Employee may elect, with

management concurrence, to receive compensatory time in lieu of his/her earned hourly rate.

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 7. Assistance with Recoupment of Lost or Damaged Property.

When a unit member suffers a loss or damage of personal items on school grounds or facilities and under circumstances where the U.S. Government may be liable for the loss or damage, the Agency will refer the employee to the local office of the Staff Judge Advocate, Claims Section, for appropriate information and claims processing.

Section 8. Assistance If an Employee is Assaulted.

a. Management will make reasonable efforts to ensure the safety of its employees.

b. Unit members shall report all cases of physical assault suffered by them in connection with their employment to their principal or other immediate supervisor.

c. When an employee's absence arises out of assault or injury incurred in connection with his/her employment, the unit member shall be entitled to such compensation as provided for in 5 U.S.C. 8101 *et seq.*

Section 9. Employee Assistance Program.

Detailed information concerning the Employee Assistance Program may be found at Appendix M.

Section 10. Hepatitis Vaccination and Flu Shots.

a. Hepatitis B vaccinations shall be administered in compliance with the OSHA Bloodborne Standard 29 C.F.R. 1910.1030 and Universal Precautions published by the Center for Disease Control. 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.

ARTICLE 12

STUDENT DISCIPLINE

*Section 1. **Student Discipline.*** The Union 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 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 is responsible for carrying out the Agency's student discipline policy.

Bargaining unit members responsible, on an on-going basis, for applying the Agency's student discipline policy shall be provided copies of the Agency's policies, guidelines, and regulations concerning pupil behavior

and discipline and, on an annual basis, will be provided training/information on school discipline procedures.

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.*** In-service training, staff development, and/or orientation of support staff who have responsibility for working with disabled students and/or for effectively implementing DoDI 1342.12 may be provided to unit members by the Agency. Training may include policies and procedures for CPR, restraint, behavior management other related training/information.

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 claim forms may be obtained from the Human Resources Site Liaison Office and the AFGE Local 1770 website. 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. **Employee 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.

ARTICLE 15

PERFORMANCE APPRAISAL SYSTEM

*Section 1. **Objective.*** The primary objective of the DDESS performance appraisal system for non-professional bargaining unit members is improved duty performance.

*Section 2. **Application.*** Performance evaluation of bargaining unit employees will be in accordance with principles and policies established in 5 U.S.C. Chapter 43, Subchapter I, and 5 C.F.R., Part 430. DDESS will issue an instruction governing performance management policies, procedures, and requirements. Prior to implementation of the instruction, the Agency will first notify the Union and provide an opportunity to bargain in accordance with Chapter 71 of Title 5, United States Code. Fort Bragg Schools will follow the procedures outlined herein pending issuance of a DDESS performance management instruction. The Agency shall apply performance standards in such a manner that a competent employee can reasonably be expected to attain them. Employees shall be informed of the supervisors who will evaluate their performance.

*Section 3. **Performance Appraisal Plan.*** The performance appraisal plan will include all of the recorded elements that set forth expected performance. The performance appraisal plan must include all: (1) critical

elements, i.e., work assignments or responsibilities of such importance that unacceptable performance on the element would result in a determination that an employee's performance is unacceptable; and (2) performance standards, i.e., a description of the fully successful performance level for each element. The performance standards may include quality, quantity, timeliness, and manner of performance. Some performance standards may be non-applicable during the performance appraisal period. A copy of the performance appraisal plan (critical elements and performance standards) shall be reviewed with, and furnished to, each employee during the first thirty (30) days of the new rating period or of assignment to a position.

Section 4. Summary Level Pattern. A two (2) level system shall be used in evaluating employee performance and in determining the individual summary rating. The two levels are "Fully Successful" and "Unacceptable". Employees who receive a "Fully Successful" rating on all critical elements will receive a summary rating of "Fully Successful".

Section 5. Appraisal period. To receive a rating of record, an employee must have served for a minimum period of one hundred and twenty (120) consecutive calendar days during that rating under an approved performance appraisal plan.

a. The appraisal period for employees on a seasonal work schedule will begin on the first duty day of the school year and end on the last duty day of the school year.

b. The appraisal period for other bargaining unit employees will begin on 1 July of each year and end on 30 June of the following year.

c. Appraisal periods may be extended when performance management objectives may be achieved more effectively.

Section 6. Special Circumstances.

a. When a bargaining unit employee is detailed or temporarily promoted to duties outside of his/her regular position for more than one hundred and twenty (120) days, the employee will receive, within thirty (30) days of the temporary assignment, a performance plan covering the temporary position's elements and performance standards. Within 30 calendar days of termination of the temporary assignment, the employee will receive an evaluation of his/her performance on the temporary assignment. As this interim performance rating is prepared prior to the end of the appraisal period, it does not constitute a rating of record. However, the interim performance rating will be considered in assessing the employee's overall performance at the end of the normal rating period.

b. When a bargaining unit employee transfers out of a FBS position and has been covered by a performance plan for at least one hundred and twenty (120) consecutive days during the current appraisal period, the appraiser shall submit to the employee a performance evaluation that covers the time served during the current appraisal period. To the extent possible, the completed appraisal should be provided to the employee prior to his/her departure.

*Section 7. **Progress Review.*** At least once during the appraisal period, the bargaining unit employee's appraiser will conduct a progress review with the employee. If the employee has been under an approved performance plan for 120 calendar days or less, a progress review is not necessary. Employees shall be informed of their levels of performance by comparison to the performance criteria in their performance plans.

*Section 8. **Ratings of Record.*** Absent an extension of the rating period, an evaluation will be completed and provided to employees, normally within thirty (30) calendar days from the end of the rating period.

*Section 9. **Appraisal.*** Appraisal results shall be used to:

a. Recognize, acknowledge, and encourage excellence in employee performance;

- b. Document satisfactory employee performance in the assigned areas of responsibility;
- c. Identify areas in which the employee may need improvement; and/or;
- d. Document performance judged to be unacceptable based on the performance appraisal plan.

Section 10. Assistance.

a. In those instances where improvement is necessary, the Agency shall provide assistance to improve unacceptable performance prior to assigning a rating of unsuccessful on a critical element and prior to proposing any performance-based action (excluding reassignment). To this end, the Agency shall provide timely written notice to bargaining unit employees who are not serving on a probationary period of unacceptable performance in one or more critical elements. The notice shall establish a reasonable opportunity to improve performance. The notice will include:

- (1) The critical element(s) of the performance which is unacceptable
- (2) Improvement(s) the employee must make to attain satisfactory performance;

(3) The action(s) the Agency will take to help the employee improve; and

(4) A reasonable timeframe (not less than thirty (30) calendar days) within which the employee has to improve the unacceptable performance prior to Agency action.

b. At the conclusion of the designated opportunity to improve period, a determination will be made by the supervisor whether the employee has raised his/her performance to an acceptable level.

(1) If an acceptable level of performance has been attained, the employee will be notified in writing of his/her acceptable performance. Employees who have been determined to be performing unsuccessfully in one or more critical elements and who, when provided an opportunity to improve their performance, have raised their performance to an acceptable level, must maintain the acceptable level of performance. If, at any time after successful completion of an opportunity to improve period, an employee's performance once again deteriorates to an unacceptable level on one or more critical elements, the supervisor may initiate appropriate corrective

action, up to and including removal, without granting another opportunity for the employee to improve his/her performance.

- (2) If an acceptable level of performance has not been attained, the supervisor may immediately initiate appropriate corrective action, up to and including the employee's removal from Federal service.

c. Bargaining unit employees who are serving on a probationary period will also be provided assistance in meeting Agency performance expectations; however, formal written notice and opportunity to improve performance is not required.

Section 11. Notice.

a. A non-probationary employee whose removal is proposed under this section is entitled to:

- (1) Thirty (30) days advance written notice of the proposed action that identifies:
 - (a) specific instances of unacceptable performance by the employee on which the proposed action is based; and
 - (b) the critical elements of the employee's position involved in each instance of unacceptable performance;

- (2) A copy of the documentary evidence, if any, relied upon in proposing the action;
- (3) Be represented by the union, an attorney, and/or other appropriate representative;
- (4) A reasonable time to answer orally and in writing; and
- (5) A written decision which, in the case of a removal under this section, specifies the instances of the employee's unacceptable performance on which the removal is based and the employee's rights under the appropriate grievance and/or appeal procedures.

b. An employee may be retained in a duty status, placed on excused leave, reassigned, or continued in an employee initiated non-pay status during the notice period at the sole option of the Agency. Such a decision is not subject to the grievance process.

c. The procedural rights described in Sections 10 and 11 above do not apply to the discharge or separation of an employee during a probationary period.

Section 12. Removal Based on Unacceptable Performance. Bargaining unit members may not be removed except for such just and sufficient

cause as will promote the efficiency of the service. The Agency may elect, at its discretion, to take other appropriate action in lieu of removal.

ARTICLE 16

DUES ALLOTMENTS

Section 1. Authority.

The Employer shall deduct Union dues from the pay of all eligible employees who voluntarily authorize such deductions in accordance with the provisions set forth herein.

Section 2. Payroll Deductions. Bargaining unit employees may have their Union dues deducted through payroll deduction provided:

- a. The employee is a member in good standing of the Union;
- b. The employee's earnings are sufficient to cover the amount of allotment after all other deductions required by lawful authority;
- c. The employee has voluntarily authorized such a deduction on Standard Form 1187 supplied by the Union;
- d. The Union, through its authorized official, has completed and signed Section A of Standard Form 1187 on behalf of the Union; and
- e. The Union has turned over the completed Standard Form 1187 to the appropriate official of the Employer.

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

deducted for that pay period. The Agency will not be responsible for collecting dues not withheld due to insufficient funds.

Section 3. Union Responsibilities. The Union agrees to:

- a. Acquire and distribute Standard Form 1187 to unit members, as requested;
- b. Certify the amount of dues to be withheld on the Standard Form 1187;
- c. Promptly submit completed Standard Forms 1187, both authorizing deductions and revoking deductions, to the servicing payroll office;
- d. Provide written notification to the Defense Finance and Accounting Service (DFAS) of the name and address of the payee to whom the remittance check should be made;
- e. Notify the servicing personnel office promptly and in writing if an employee ceases to be a member in good standing; and
- f. Assist the Agency in resolving any claims and disputes arising by reason of the Union's actions relating to dues-withholding.

Section 4. Dues Withholdings.

- a. Standard Form 1187, authorizing withholding of dues, may be submitted at any time to the appropriate official of the Employer, and

withholding of dues shall begin with the first pay period after its receipt by the Defense Finance and Accounting Service (DFAS).

b. The amount of the Union dues to be deducted each biweekly pay period shall remain as originally authorized on the Standard Form 1187 until a change in the amount of such dues is certified by the authorized Union official, and such certification is transmitted to the Employer by the Union. Such change in the amount of dues to be withheld will be effective at the beginning of the pay period in which 1 September occurs. The Union will notify DFAS or the servicing payroll office, in writing, of the new amount by at least 15 August of the year in which it is to be effective.

*Section 5. **Agency Responsibilities.*** The Agency agrees to:

a. Promptly process voluntary dues allotments in the amount certified by the Union and promptly process dues revocations;

b. Transmit funds (remittance checks, electronic fund transfer, etc.) to AFGE Local 1770 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 Union officer designated in writing by the Union President.

Remittances shall show the names of participating unit members, the

school district assigned, the amounts withheld, and the pay period from which deductions were made;

c. Maintain SF-1188's, Cancellation of Payroll Deductions for Labor Organization Dues, and furnish the forms to unit members upon request; and

d. Expeditiously correct government error in the dues-withholding process. Errors in remittance checks will be corrected and adjusted in a subsequent check.

Section 6. Revocation of Dues-Withholding. Employees may revoke their dues-withholding by submitting an SF-1188 to the Union, the servicing personnel office, DFAS, or servicing payroll office. The Agency will honor any dues revocation submitted during the month of September of each school year, provided the employee has had dues withholding for at least one full year. Dues revocation requests received by the Union (timely or untimely) will be promptly forwarded to the servicing personnel office.

Untimely submitted dues revocation requests or requests for revocation of dues where the employee has not had dues withholding for at least one full year will be promptly returned to the employee by the Agency.

Section 7. Termination of Dues-Withholding Allotment. An allotment for an employee will be terminated at the end of the pay period following

receipt of the dues revocation notice, or during which an employee is separated from the Agency's rolls through transfer, retirement, resignation, death, expiration of appointment, or for cause. Allotments for all employees will be automatically terminated in the event exclusive recognition is no longer accorded to the Union.

Section 8. Indemnification.

a. The Union 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 Union for the purpose of payroll deduction of dues.

b. In the event the Agency either improperly revokes or terminates dues-withholding, the Agency will pay only the amount of dues affected by the error.

c. When an erroneous deduction (Dues-Withholding Revocation) is taken from an employee's pay, the Agency will reimburse the affected employee(s) but will recoup the amount of the erroneous deduction from a subsequent remittance check following written notification to the Union.

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 Union 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 and allow the employee a reasonable amount of time to obtain certification/licensure. The bargaining unit member will then be required to maintain the required certification/license at no further cost to the Agency.

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 minimum of a 30-minute non-paid, duty-free lunch period.

b. It is the intent of the agency that the typical workday for full-time seasonal bargaining unit members shall remain eight and one-half (8 ½) 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.

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 temporarily 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 (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 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.

Section 4. Equal Distribution of Overtime/Compensatory Time Work

- a. When scheduling overtime and/or compensatory time, the parties agree that overtime and/or compensatory time work will be distributed in a fair and equitable manner among employees by position title and duty location at FBS.
- b. Employees assigned to work overtime and/or compensatory time must be qualified as determined by the Agency.

c. The Agency will consider seeking qualified volunteers first before assigning overtime and/or compensatory time.

d. Employees may request to be relieved from an overtime and/or compensatory duty; however, it is understood that the Agency makes the final determination as to whether employees will be required to perform overtime and/or compensatory time.

e. Reasonable effort will be made to provide employees notice of the requirement to perform overtime and/or compensatory at least twenty-four (24) hours prior to the assignment of overtime and/or compensatory time.

Section 5. 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), the Union 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, the Agency will use Reduction-In-Force Service Computation Date (i.e., employee with lowest Service Computation Date will be affected first).

Section 6. 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 (other than those occupying Wage Grade positions) are eligible to receive compensatory time for travel in accordance with 5 U.S.C. 5550b, OPM and DoDEA guidance.

Section 7. 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 8. School Calendars.

a. The Agency agrees to consider Union 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, United States Code.

b. All unit employees will receive a copy of the Ft. Bragg Schools' approved calendar.

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 School District-wide, school-wide, or subpart thereof, the Agency will inform the Union President regarding such training.

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 Union.

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 conference(s), the Agency may advise the Union and the bargaining unit members of the conference(s) along with the date(s) and time(s). The Union and/or individual bargaining unit employees may inform the Agency of 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. 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.

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. The Administratively Determined (AD) pay schedule is developed for Education Aides 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. *Section*

2. Pay Schedules. Bargaining unit members in positions classified in the administrative support series (General Schedule type) will be paid per the General Schedule (GS) appropriate for their locality. Bargaining unit members in positions classified in the trades and labor series will be will be paid per the Wage Grade (WG/WL) schedule appropriate for their area.

Bargaining unit members in Education Aide positions will be paid from the Administratively Determined (AD) schedule, attached at Appendix N. Pay schedules for the GS, and WG/WL pay plans may be found on the DDESS website: <https://www.DoDEA.edu/offices/hr/salary/index.cfm> Education Aide positions paid on the AD 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 GS or WG/WL 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 GS or WG/WL schedules, the pay year will be 12 months.

b. The pay year for permanent Education Aides who are regularly scheduled to work more than 32 hours per week will begin on the 25th day of July each year and end on the 24th 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.

Section 4. Step Increases.

Advancement through the steps of each schedule (GS, WG/WL, and AD) will be as follows:

a. For employees paid from the GS 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 WG/WL 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 employees paid from the AD schedule (Education Aides), annual step increases are payable upon completion of one year of service in the prior step. For full-time employees, step increases will be effected the first day of each pay year.

(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 pay 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. An employee may, after completion on 900 hours, submit a written request that their pay be set at the next pay step. Upon receipt of the written request, the Agency will verify if the data is correct and then process the action making the effective date the next pay period following submission of the request. If no written request is submitted, the step increase will become effective at the start of the next school year. Permanent part-time employees working more than 32 hours per week will be advanced to the next step at the beginning of the new pay year after completing a minimum of 900 hours in a pay status.

(3) Once a bargaining unit member advances to the next step, he/she must be in a pay status a minimum of 900 hours at the new step prior to being eligible for advancement to the next step.

Section 5. Pay Setting.

a. **Transition to Negotiated Agreement.** Current bargaining unit employees (other than Education Aides, GS-04), on the effective date of this Agreement, will remain on the appropriate GS/WG/WL pay schedules. Education Aides (GS-04), on the effective date of this Agreement will be transitioned to the AD pay schedules at the beginning of the first pay period following the effective date of this Agreement according to the following procedures:

Education Aides (GS-04):

(1) Those working a full-time (80 hour per pay-period) work schedule as of June 27, 2008 will be moved to the new pay schedule at the placement earned hourly rate along with the credit/allowance of (9) holiday days, (15) recess days if accruing 7 or 8 hours of annual leave per pay-period or (10) recess days if accruing 5 or 6 hours of annual leave per pay-period or (5) recess days if accruing 4 or less hours of annual leave per pay-period, and one additional step. This new placement earned hourly rate will be used to transition the employee to the new schedule at the step that 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 at the next higher step.

(2) Those working a part-time (less than 80 hour per pay-period) work schedule as of June 27, 2008 will be advanced the equivalent of two steps on their current pay schedule and will then be placed on the new schedule at the step that matches the employee's newly determine 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 at the next higher step.

b. Pay Setting After Implementation of Negotiated Agreement.

(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 GS schedule; Grade 02 to Grade 03 on the WG schedule). A promotion for a bargaining unit employee moving from a WG position to a GS/AD 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., GS 05 to GS 04; WG 10 to WG 7). When moving between a WG/WL, GS, or AD schedule, a change to lower grade occurs when the representative rate of the new position (step 4 of the GS schedule, step 2 of the wage grade schedule or if an Education Aide, GS-04 equivalent, use step 4 of the GS 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 scale, the employee is placed on the lower step; if the pay rate falls above the top step on the new pay scale, the employee is placed on the top step; and if the pay rate falls below the first step on the new pay scale, 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. 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 7. 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.

Compensatory time not used within twenty-six (26) pay periods will 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.

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 8. Compensatory Time For Travel

a. Bargaining unit members (other than those occupying Wage Grade positions) 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.

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 five (5) workdays after returning to the official duty stations.

c. An employee must use accrued compensatory time off by the end of the 26th 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 9. 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 10. 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.

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

e. Compensation for performing extracurricular activities will be processed following completion of the activity, will be in accordance with the schedule attached as Appendix F, 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.

*Section 11. **Education Aides in Classrooms.*** Although additional compensation (overtime or compensatory time) will not be granted when Education Aides are assigned to work alone in a classroom with students for extended periods of time, management will make reasonable efforts to avoid such work assignments in excess of two (2) hours. The parties recognize, however, that there may be emergency situations where such a work assignment beyond a two (2) hour period may be necessary. When Education Aides are given extended assignments of this nature, they will not be expected to deliver planned instruction nor to administer standardized testing or assessments. During these emergency situations, management will make reasonable efforts to provide assistance and appropriate breaks as needed.

ARTICLE 21

LEAVE

Section 1. General Provisions.

a. The Employer and the Union 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 OPM-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 and who work a full-time seasonal work schedule, shall earn four (4) personal days (32 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 (0.02105 hours of personal leave per one (1) hour worked).

(3) Part-time seasonal employees shall earn leave on a pro-rated basis (0.02105 hours of personal leave per one (1) hour worked). Personal leave for part-time employees who work more than thirty-two (32) hours per week will have personal leave made available for use at the beginning of the school year.

(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 0.02105 hours of personal leave per one (1) hour worked.

(5) Education Aides (GS-04) 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 eight (8) days. Employees will not be compensated for unused personal leave; however, unused personal leave in excess of eight (8) days will be converted to sick leave.

b. Annual Leave (Accrual and Transfer). Full-time bargaining unit employees paid from the GS or WG/WL 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 eight (8) 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 AD pay schedule who

work a full-time seasonal work schedule shall earn, per seasonal work year, eleven (11) days (88 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 (0.05789 hours of sick leave per one (1) hour worked). Part-time seasonal employees, paid from an AD pay schedule shall earn sick leave on a pro-rated basis (0.05789 hours of sick leave per one (1) hour worked). Sick leave for part-time employees who work more than thirty-two (32) hours per week will have sick leave made available for use at the beginning of the school year. 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 work hours) shall earn sick leave at the rate of 0.05789 hours of sick leave per one (1) hour worked. Bargaining unit employees of the Agency 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 GS/WG/WL 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 GS/WG/WL 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 three (3) consecutive workdays, 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 if requested by the supervisor. 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: 11 workdays/88 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 11 workdays/88 hours 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. 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). Full-time 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 the

equivalent of one day 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 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. The ELB Committee will consist of one Agency official appointed by the Superintendent and two employees selected by the Union Vice President. The ELB Committee will make decisions on all requests for leave hours from the ELB to be made available for unit employee use. However, unit employees thereafter must still request leave approval from their supervisor. The requestor will furnish a completed employee request form and a written physician's statement, as contained in Appendix I,

demonstrating the need for additional leave hours to cover a medical emergency.

e. A majority vote, by the ELB Committee approving the donation of leave hours to an employee, is required to grant leave from the ELB.

Decisions by the ELB Committee are not subject to the grievance process.

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 the Fort Bragg Schools District, 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 school building/worksites 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 Union President by internal distribution or by mail (including electronic mail).

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 31st 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/Change to Lower

Grade. Employees who desire a reassignment or change to lower grade within their school, worksite, or to a different school or district and who are otherwise qualified for such reassignment or change to lower grade, may

submit a written request at any time to their immediate supervisor. If the position to which the employee seeks reassignment or change to lower grade 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. If the requested reassignment or change to lower grade is to another DDESS School District, the employee should provide a copy of the request to the HRO Site Liaison who will forward the request to the HRO DDESS Area Service Center. The Parties recognize that employees may be required to submit verification of qualifying experience when requesting reassignment or change to lower grade to a different position than that they currently hold. Supervisors should coordinate such reassignments or change to lower grades with the appropriate Human Resources Official. Employees should always apply for specific vacancy announcements posted for ANY position for which the employee is interested, including those that would be a reassignment or change to lower grade for the employee.

Section 8. Agency-Directed Reassignments.

a. Bargaining unit employees may be reassigned (at same grade or grade equivalency) at the Agency's discretion to meet the needs of the Fort Bragg 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 normally be given at least five (5) days 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 9. **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 Agency and a copy provided to the local Union President.

*Section 10. **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 Union.*** When it is determined that there is a need for a RIF, the Agency agrees to notify the Union Vice President 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 DDESS employees within the Fort Bragg Schools located at Fort Bragg and Pope Air Force Base, North Carolina.

*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 C.F.R. 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. 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 within Fort Bragg Schools or the District from Federal government control, the Agency agrees to notify the Union President 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.

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, Union 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. Disciplinary actions will not be arbitrary or capricious.

d. The Agency recognizes the concept of progressive discipline, and generally actions imposed should be the minimum that can reasonably be expected to correct and improve employee behavior and maintain discipline

and morale among other employees; however, some offenses are so egregious as to warrant more serious penalties.

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 detailed (or temporarily 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 the Union, 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 (and paid earned hourly rate) until the end of the notice period in order to complete the process.

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

Section 7. Crime Provision. The Parties agree that the Agency retains the right to reduce the 30-day notice period specified in Section 3.d of this Article to not less than seven (7) days pursuant to the provisions of Section 7513(b) of Title 5, United States Code, and 5 CFR 752.404 (d).

*Section 8. **Notice Period.*** Time limits do not run during any recess period in excess of four (4) days on disciplinary actions affecting bargaining unit members on a seasonal work schedule. For disciplinary actions affecting employees on a twelve month work schedule, time limits are not tolled.

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 Union and the Agency. 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 Union concerning any matter relating to the employment of any unit employee(s); or

(3) by a unit employee, the Union, 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 (non-selection from among a group of properly ranked and certified candidates, except where claims of procedural violation or non-merit consideration are involved);
- (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 action involving Voluntary Early Retirement Authority

(VERA) or Voluntary Separation Incentive Payment (VSIP);
(11) 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 Union 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. Formal Grievance Procedures.

Grievances filed by employees:

Step 1

The unit employee must present the grievance, utilizing the form at Appendix J or in a written format that includes the facts and circumstances surrounding the grievance, to the appropriate supervisor within twenty-five (25) days after the grievant knew, or should have known, of the act or incident leading to the grievance. The formal grievance should articulate, if known, the specific basis for the grievance and the relief sought.

- (a) 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.

- (b) The grievant shall have ten (10) days after the receipt of the supervisor's decision to advance the grievance to the next level (Superintendent). 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 2 of this procedure within ten (10) days after the seven (7) day period has elapsed.

Step 2 Review

When the grievance has not been resolved at Step 1, the grievant may submit his/her grievance within the time specified in Step 1 to the Superintendent. Along with the information submitted under Step 1, 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 1 formal stage of the grievance process. The Superintendent will review the grievance and will issue a final decision within twenty (20) 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.

Grievance filed by the Union or Agency:

a. AFGE Local 1770 or Agency grievances may only be filed by the AFGE Local 1770 President or Vice President, or the Ft. Bragg Superintendent or Assistant Superintendent.

b. AFGE Local 1770 or Agency grievances must be filed within twenty-five (25) days after AFGE Local 1770 or the Agency knew, or should have know, of the incident or occurrence giving rise to the grievance.

Grievances should be filed utilizing the form at Appendix J or in a written format that clearly identifies the basis of the grievance, the names of the employees affected, and the relief sought.

c. Upon receipt of an AFGE Local 1770 or Agency grievance, AFGE Local 1770 or the Agency, as appropriate, shall review, investigate, and furnish a final decision within thirty (30) days. Should the AFGE Local 1770 or the 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 they wish to proceed to arbitration.

Section 5. Alternative Dispute Resolution.

a. Upon notification that a grievance is being elevated to arbitration, by mutual consent, the parties may request 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. If both parties agree to mediation, any fees and expenses of the mediator will be shared equally.

c. If the grievance is unresolved by mediation, the Union 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. No new issues may be raised in the mediation process that were not raised at the previous stage of the grievance process nor may the grievance be expanded to include employees who were not identified at the previous step of the grievance process.

e. Mediation for grievances, when requested by either party, will be conducted at the school district.

Section 6. 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. Recess periods are defined by the school district calendar.
- (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 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 Union 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 Union 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 Union or the Agency and does not require the approval of the bargaining unit member(s) involved.

b. No new issues may be raised in the arbitration process that were not raised at the previous stage of the grievance/mediation process nor may the grievance be expanded to include employees who were not identified at the previous step of the grievance/mediation.

c. 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.

d. 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 21st calendar day (January 7th). 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 Union 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 Union 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 Union 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 shall be borne equally by the Agency and the Union. The arbitrator's fees, to include travel expenses and any applicable postponement and/or cancellation fees will be negotiated by the Agency. The Agency will issue a purchase order for the

Agency's portion if negotiations successfully result in a price that can be deemed fair and reasonable. If not, the Parties will request a new panel from the Federal Mediation and Conciliation Services. Upon completion of a successful award for arbitration services, the Agency will furnish a copy of the award to the Union. The purchase order will direct the arbitrator to submit two invoices, one with one-half of his fees and expenses to the Agency and a second, for the other one-half of the fees and expenses to AFGE Local 1770.

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 Union 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. Arbitration Representative. Each party will designate one representative who will be primarily responsible for presentation of the

arbitration case for their party. The Union is entitled to one additional bargaining unit member assistant.

Section 6. 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 Union 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 7. **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 8. **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 9. **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.

ARTICLE 28

INCENTIVE AWARDS PROGRAM

Bargaining unit members are eligible for recognition for special achievements or acts, superior job performance, beneficial suggestions or inventions, or long and satisfactory or better service which resulted in tangible or intangible benefits that merit special recognition. Recognition can be in the form of a cash award, a honorary award, a career service award, or a time-off award as provided for in DoDEA Regulation 5451.9.

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 1 February 2009 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 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 Union, 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 virtue of the authority vested in the undersigned signatures, this Agreement is hereby executed.

FOR THE AGENCY:

FOR THE UNION:

Names, signatures, titles, dates for the execution page have been redacted.

by the appropriate authority, upon request of the Union, 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 virtue of the authority vested in the undersigned signatures, this Agreement is hereby executed.

FOR THE AGENCY:

FOR THE UNION:

Names, signatures, titles, dates for the execution page have been redacted.

Execution page removed

Execution page removed



UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

DEPARTMENT OF DEFENSE.
DEPARTMENT OF DEFENSE EDUCATION
ACTIVITY

(Agency/Petitioner)

CASE NO. WA-RP-00041

and,

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, LOCAL 1770, AFL-CIO
(AFGE/Labor Organization)

and

FEDERAL EDUCATION ASSOCIATION, INC.
STATESIDE REGION, NATIONAL EDUCATION
ASSOCIATION
(FEA/Labor Organization)

CLARIFICATION OF AFGE UNIT

Pursuant to Section 2422.1 of the Rules and Regulations of the Federal Labor Relations Authority, a petition was filed seeking a determination as to whether 101 Education Aids who had previously been employed as Primary Aids or Instructional Assistants by the Fort Bragg Schools. Fort Bragg, North Carolina should be included, through accretion, in either the nonprofessional bargaining unit represented by the American Federation of Government Employees, Local 1770, AFL-CIO (AFGE) or the consolidated nonprofessional unit represented by the Federal Education Association, Inc., Stateside Region, NEA (FEA).

On April 20, 2001, the Regional Director issued a Decision and Order in the above matter, in accordance with the provisions of Chapter 71 of the U.S.C. and with the regulations of the Federal Labor Relations Authority, concluding that the unit represented by AFGE should be clarified to include the Education Aids and that the FEA unit, which only included Instructional Assistants at Fort Bragg Schools, be clarified to reflect that FEA no longer represents any nonprofessional employees of Fort Bragg Schools.

The FEA's application for review of the April 20, 2001, Decision and Order was denied by the Authority on August 15, 2001.

SERVICE SHEET

I certify that on October 9, 2001, I served the parties listed below a copy of the Clarification of Unit in Case No. WA-RP-00041.

Name and Addresses Redacted
Associate General Counsel
DoDEA, Office of General Counsel

Name and Addresses Redacted
AFGE Local 1770

Name and Addresses Redacted
UniServ Director/General Counsel
FEA Stateside Region

Name and Addresses Redacted
AFGE

Name and Addresses Redacted
Federal Labor Relations Authority

INITIALS:

DDESS: _____

AFGE: _____

DATE: _____

**FORT BRAGG SCHOOLS
OFFICIAL TIME REQUEST/REPORT**

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: Union _____ Agency _____

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

Excluded From Bank		Included In Bank	
	Investigation/preparation of grievance		Other representational duties
	Presentation of grievance		Union training
	Representation in disciplinary action		Attendance at AFGE regional/national
	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		

Narrative explanation of official time request: _____

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

DATE

NAME, TITLE, AND SIGNATURE OF SUPERVISOR

Official Time Used (Date(s))	Start Time	End Time	Total Hours

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

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:

DDESS: _____

AFGE: _____

DATE: _____

**AFGE Local 1770 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 Union official:

UNION 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 Union needs the requested information. [Explain how the Union intends to use the requested information and how that use of the information relates to the Union'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 Union'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 Union, or the issues giving rise to this request.

Signature of Requestor

Date

INITIALS:

DDESS: _____

AFGE: _____

DATE: _____



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 closed 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 closed 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 closed 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 to 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 those 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 work site will be made on a case-by-case basis, dependent upon the nature of the emergency. Employees who are designated 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 TOY 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.

INITIALS:

Name and signature redacted

DDESS: _____

Director, DDESS/Cuba and
Deputy Director, DoDEA

AFGE: _____

DATE: _____

DDESS EXTRACURRICULAR DUTY AGREEMENT

School District/School:

I agree to perform the extracurricular duty of

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

Description of Tasks to be Performed:

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

Employee's Printed Name & Signature

Date

Principal's Printed Name & Signature

Date

INITIALS:

DDESS: _____

AFGE: _____

DATE: _____

DDESS
Extracurricular Duty Assignment
COMPENSATION SCHEDULE

ECDA	High School		Length	Middle School	
Position	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 will 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.

INITIALS:

DDESS: _____

AFGE: _____

DATE: _____

EMERGENCY LEAVE BANK
ENROLLMENT FORM

What it is: The Emergency Leave Bank (ELB) has been established per Article 21, Section 12, of the Fort Bragg Schools, North Carolina District/AFGE, Local 1770, Negotiated 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 leave day to the bank.
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 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 Union.
- 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 leave

Employee's Signature Date

INITIALS:

DDESS: _____

AFGE: _____

DATE: _____

Complete and forward to Union Point of Contact for ELB

APPENDIX G

Emergency Leave Bank Request Form

Employee Name

School District/School

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

Reason(s) why leave requested:

Employee Signature

Date

FOR USE BY E.L.B. COMMITTEE ONLY

Approved

Disapproved

Date

INITIALS:

DDESS: _____

AFGE: _____

DATE: _____

STATEMENT FROM ATTENDING PHYSICIAN

Patient's Name:

Diagnosis of medical emergency:

Simple 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 (e.g., in a wheelchair if non-weight bearing)?

If yes, please explain modifications 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 working 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

INITIALS:

DESS: _____

AFGE: _____

DATE: _____

**FORT BRAGG SCHOOLS, North Carolina DISTRICT/
NEGOTIATED GRIEVANCE FORM**

_____ Individual Grievance _____ AFGE Local 1770 Grievance _____ Agency Grievance

Grievance # SY ____ - ____ (i.e 07-08-01)

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.)*

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

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

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

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

Corrective action and/or remedy desired: _____

GRIEVANCES FILED BY EMPLOYEES

STEP ONE (FORMAL)

Date received: _____ **Received by:** _____

Date of Decision: _____ **Supervisor's Signature:** _____

Supervisor's Decision: _____

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):

Employee/Union Representative: _____ **Date:** _____

Date received: _____ **Received by:** _____

Superintendant's Decision:

_____ **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:**

Superintendent's Signature: _____ **Date:** _____

UNION/AGENCY GRIEVANCES

Date received: _____ **Received by:** _____

Union/Agency Final Decision:

Union/Agency Signature: _____ **Date:** _____

INITIALS:

DDESS: _____

AFGE: _____

DATE: _____

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

1. 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:** _____ 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

☐ Check ☐ Money Order ☐ ABA Routing Number: _____ ☐ Checking Acct. #: _____

(SEE DISCLOSURE STATEMENT ON PAGE TWO IF PAYMENT IS BY CHECK.)

☐ Check to split payment evenly

☐ **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: _____

PAPERWORK REDUCTION ACT NOTICE: The estimated burden associated with this collection of information is 30 minutes per respondent. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be sent to the Office of General Counsel, Federal Mediation and Conciliation Service, 2100 K Street, NW, Washington, DC 20427 or the Paperwork Reduction Project 3076-0003, Office of Management and Budget, Washington, DC 20503

APPENDIX K

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.

INITIALS:

APPENDIX K

DDESS: _____

AFGE: _____

DATE: _____

APPENDIX L

STATEMENT OF UNDERSTANDING

Rights, Responsibilities, and Procedures

Name _____ Date of Injury _____

Nature of Injury _____

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 ensuring the original claim form is received by 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.”

I am aware of my obligations, as stated above, in connection with my claim.

Claimant Signature

Date

The above cited employee has been advised of the aforementioned terms of the Federal Employee's Compensation Program.

Signature

Date INITIALS:

DDESS:_____

FEA-SR_____

DATE: _____

APPENDIX M EMPLOYEE ASSISTANCE PROGRAM

Section 1. PURPOSE.

The Employee Assistance Program (EAP) is a voluntary program for employees to help with alcohol, drug, emotional, financial or other problems that prevent a positive adjustment to work. The EAP provides initial counseling and referrals for problems.

Section 2. METHODS OF REFERRAL:

In order to receive help, an employee may be referred by:

- a. Self referral
- b. Management referral
- c. Union referral
- d. Medical referral
- e. Investigative/Legal referral

Seeking help from EAP is voluntary; employees cannot be required to go the EAP nor will an employee be penalized for declining to use the services of EAP.

Section 3. CONFIDENTIALITY:

a. Confidential information and records concerning employee counseling and treatment will be maintained in accord with applicable laws, rules and regulations. Employees facing formal disciplinary actions or performance actions for reasons related to EAP counseling are encouraged to make their supervisor aware in order to give full consideration to all aspects of the issue.

Section 4. LEAVE ASSOCIATED WITH EAP:

Employees must request and receive permission by submitting a leave form (OPM 71) to their supervisor or designee before leaving the worksite to go to an EAP appointment. Employees may be excused from work without charge to leave by securing prior approval from their supervisor or designee. The supervisor may contact EAP to verify the amount of time used. Employees may request annual leave, sick leave or leave without pay for treatment or appointments recommended by EAP.

Section 5. EAP LOCATION: The EAP is located on Fort Bragg, NC and may be contacted by calling (910) 396-5784.

INITIALS:

DDESS: _____

AFGE: _____

DATE: _____

Fort Bragg Education Aides

	SY 08/09	SY 09/10	SY 10/11	SY 11/12
1	\$11.82	\$12.17	\$12.54	\$12.92
2	\$12.26	\$12.63	\$13.01	\$13.40
3	\$12.70	\$13.08	\$13.47	\$13.88
4	\$13.14	\$13.53	\$13.94	\$14.36
5	\$13.58	\$13.99	\$14.41	\$14.84
6	\$14.02	\$14.44	\$14.87	\$15.32
7	\$14.46	\$14.89	\$15.34	\$15.80
8	\$14.89	\$15.34	\$15.80	\$16.27
9	\$15.33	\$15.79	\$16.26	\$16.75
10	\$15.77	\$16.24	\$16.73	\$17.23
11	\$16.21	\$16.70	\$17.20	\$17.71
12	\$16.65	\$17.15	\$17.66	\$18.19
13	\$17.08	\$17.59	\$18.12	\$18.66
14	\$17.52	\$18.05	\$18.59	\$19.14
15	\$17.96	\$18.50	\$19.05	\$19.63
16	\$18.40	\$18.95	\$19.52	\$20.11
17	\$18.84	\$19.41	\$19.99	\$20.59
18	\$19.28	\$19.86	\$20.45	\$21.07
19	\$19.72	\$20.31	\$20.92	\$21.55
20	\$20.16	\$20.76	\$21.39	\$22.03

Education Aide positions are GS-04 equivalent.

General Schedule Representative Rate for GS-04 level applicable to the Raleigh-Durham-Cary, NC region will be used in determining whether moves to/from Education Aides positions constitute a reassignment, change to lower grade, or promotion.

INITIALS:
DDESS: _____

AFGE: _____

DATE: _____

APPENDIX N

APPENDIX O

DEFINITIONS

Bargaining Unit Employee: A DDESS employee assigned to a position within the Fort Bragg Schools bargaining unit as described in the unit certification at Appendix A and any subsequent additions to the consolidated unit.

Bargaining Unit: The bargaining unit within DDESS represented by AFGE Local 1770 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 Monday through Friday.

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

School District: A Department of Defense Domestic Dependent Elementary and Secondary School District located at Fort Bragg, and Pope Air Force Base, North Carolina.

Part-Time Employment: An employee who works a regularly scheduled tour of duty less than 40 hours per week.

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

Representative Rate: The step on the GS or WG pay scale used for salary comparison to determine whether a change in position is to the same grade, at higher grade, or a lower grade. The representative rate for positions on the GS pay schedule is step 4 and the representative rate for positions on the WG pay schedule is step 2.

INITIALS:

DDESS: _____

AFGE: _____

DATE: _____