



Negotiated Agreement Between

DEPARTMENT OF DEFENSE
DEPENDENTS SCHOOLS
and
OVERSEAS EDUCATION
ASSOCIATION

September 1989

TABLE OF CONTENTS

Article

1. Preamble	1
2. Conditions of the Agreement	2
3. General Administration Procedures	7
4. Association/DoDDS Cooperation	9
5. Official Time	12
6. Initiating/Processing ULP's	15
7. Negotiations	16
8. Staffing Procedures	20
9. Transfer Program	21
10. Involuntary Reassignment	26
11. Reduction in Force	27
12. Grievance Procedure	31
13. Discipline and Adverse Actions	39
14. Performance Appraisal System	42
15. Use of School Facilities	46
16. Use of Official Facilities	48
17. Community Environment	50
18. Nondiscrimination	51
19. Student Discipline	52
20. Position Descriptions.....	53
21. Teacher Leave	54
22. Excused Absences	56
23. Leave Without Pay	58
24. Witnesses	59
25. Pay Setting Practices	61
26. Pay Retention.....	62
27. Extra Curricular Activities	64
28. Grade Level and Department Chairpersons.....	66
29. Temporary Promotion	67
30. Child Care Centers.....	68
31. Education/Training Opportunities.....	69
32. In-Service Education	72
33. Development of New/Special Programs.....	73
34. Certification/Recertification.....	74
35. Tour of Duty	76
36. Dress and Appearance	77
37. Passports/Visas/ID Cards	78
38. Military Grade Equivalency	79
39. Employee Assistance Program.....	80
40. Disability Retirement.....	81
41. Personal Injury	82
42. Health Care	83
43. Damage or Loss of Property.....	84
44. Dues Withholding Agreement.....	85
45. Debt Collection Act Procedures	86
46. Unit Employee Workday	87
47. Housing and Housing Allowances	88
48. Travel	90
49. Overseas Allowances.....	92
50. Substitutes	94
51. Pupil Grades.....	95
52. Distribution of the Agreement.....	96
53. Duration and Successor Agreement.....	97

ARTICLE 1 - PREAMBLE

Section 1.

This agreement is made and entered into by and between the Overseas Education Association (OEA), hereinafter referred to as the "Association," and the Department of Defense Dependents Schools (DoDDS), hereinafter referred to as the "Employer".

Section 2.

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

Section 3.

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

ARTICLE 2 - CONDITIONS OF THE AGREEMENT

Section 1. - Mission.

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

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

A. In the administration of all matters covered by this Agreement, the parties shall be governed by laws and Government-wide regulations in effect on September 18, 1989. This Agreement supercedes any non-government wide regulations or directives pertaining to personnel policy or practices or other general conditions of employment where in conflict with this Agreement.

This Agreement does not extinguish existing memorandums of understanding (MOU) between the parties. Such MOU's will survive for the period of time identified therein unless in conflict with or extinguished by this Agreement.

B. Either during orientation sessions or the first faculty meeting, the Employer shall acknowledge the Overseas Education Association, its exclusive recognition, and the Faculty Representative Spokesperson.

C. In schools with more than one administrator, the Employer will, within 20 days of the beginning of school, advise the Faculty Representative Spokesperson/designee and also post for the faculty a list delineating the-responsibilities/duties of each Employer official at the school.

D. The Employer shall maintain at each school a complete set of current DoDDS Directives and/or other issuances applicable to unit employees at the school. The Employer shall furnish to the Association at the appropriate level, upon request, and, to the extent not prohibited by law, data-

1. Which is normally maintained by the Employer in the regular course of business:
2. Which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining: and
3. Which does not constitute guidance, advice, counsel, or training provided for Employer officials or supervisors, relating to collective bargaining.

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

Section 3. - Association.

A. The Association is recognized as the exclusive representative of employees in the unit and is entitled to act for and negotiate agreements covering all employees in the unit. The Association shall represent the interests of all employees in the unit without discrimination and without regard to labor organization membership. The Association shall be given the opportunity to be represented at:

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

2. Any examination of an employee in the unit by a representative of the Agency in connection with an investigation, if:

a. The employee reasonably believes that the examination may result in disciplinary action against the employee: and

b. The employee requests representation.

B. The Employer shall annually inform unit employees of their rights as indicated in the above section 3.A.2.

C. The Employer shall provide the Faculty Representative Spokesperson a brief period at the end of each faculty meeting to make announcements, subject to the following restrictions:

1. No internal Association business shall be conducted:

2. Meeting does not interfere with the instructional day: and

3. Members of the faculty are free to leave at the end of the faculty meeting.

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

E. Upon request, the Employer may provide Association representatives who are employees of DoDDS with appropriate permissive Government travel orders for transportation for the purpose of conducting representational duties.

Section 4. - Employee Rights.

A. Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and such employee shall be protected in the exercise of such right. Nothing in this Agreement shall require an employee to become or to remain a member of the Association, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. Neither the Employer nor the Association shall interfere with, restrain, coerce, or discriminate against employees in the bargaining unit for exercising their rights under the Federal Service Labor-Management Relations Statute. The Employer shall not encourage or discourage membership in the Association.

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

C. Personnel Files

1. The Employer shall establish, maintain, and retain employees' personnel records only in accordance with law, regulations, and this Agreement. To the extent permitted under the Privacy Act, employees and/or their designated representatives shall have access to records contained in their personnel file(s) and, further, shall be entitled to make a copy of any or all material contained therein.

2. Any material relating to a unit employee's conduct, service, character or personality that is to be placed in the employee's personnel file(s) shall be first shown to the employee. The unit employee shall acknowledge that he/she has seen such material by affixing his/her signature to the document to be filed with the understanding that the signature merely signifies that the employee has been shown the material and does not indicate agreement with its contents. Further, the employee shall have the right to request removal or amendment of objectionable material and to attach a written response to the material to be placed in said file.

3. Records of admonishment, letters of caution, warning, reprimand, and similar disciplinary action papers shall not be maintained or used against the employee unless a disciplinary, administrative, or judicial proceeding has been instituted within one year from the time of the initial action provided it is of a similar nature.

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

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

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

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

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

Section 5. - Management Rights.

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

1. To determine the mission, budget, organization, number of employees, and internal security practices of the agency: and

2. In accordance with applicable laws--

a. To hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees:

b. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

c. With respect to filling positions, to make selections for appointments from--

i. Among properly ranked and certified candidates for promotion;
or

ii. Any other appropriate source: and

d. To take whatever actions may be necessary to carry out the agency mission during emergencies.

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

- 1.** At the election of the Employer, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- 2.** Procedures which the Employer will observe in exercising any authority under this section; or
- 3.** Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 3 - GENERAL ADMINISTRATION PROCEDURES

Section 1.

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

Section 2.

In the event it is suspected that a bomb may be in the building where a unit employee is located and a bomb alert is announced, his/her responsibility will be to assist in the evacuation of the building and to report any unusual objects observed during the evacuation: but, under no circumstances, shall he/she be required to participate in a bomb search or to stay in the building.

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

The Employer shall attempt to provide each unit school with a faculty lounge(s).

Section 8.

On ordering a fitness for duty medical examination, the Employer shall inform the unit employee, in writing, of the reasons for ordering the exam and the consequences of failure to cooperate. When the unit employee is at the school, the Employer will conduct a counseling session with the unit employee to discuss the problem and inform the unit employee of alternatives (retirement, reassignment, etc.) available to him/her.

ARTICLE 4 - ASSOCIATION/DODDS COOPERATION

Section 1.

It is agreed that:

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

B. The Employer at the national level shall furnish the Association a list of CONUS selectees and transferees and their work addresses prior to August 1st of each school year.

C. The Employer agrees to provide the Association at the national level a listing (by regions) containing the following information concerning employees in the bargaining unit:

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

D. Updates for Sections A, B, and C will be provided to the Association at the appropriate level as they occur.

E. The Employer shall notify the appropriate Association representative at the appropriate level upon receipt of notification whenever an employee in the bargaining unit is promoted, separated, resigns, retires, or dies.

Section 2.

The Employer at the school level shall provide a listing to the Association of all formal incentive awards granted unit employees during the school year.

Section 3. - Joint Cooperation Committees (JCC).

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

B.

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

2. Committee meetings at the district level shall be held by mutual agreement.

C. The Association is entitled to two (2) representatives from the school at each committee meeting in those schools where there are two or more administrators. In those schools where there is only one (1) administrator, the Association shall be limited to one (1) representative from the school. In the event that the Employer's number of representatives exceeds the minimum number of Association representatives, the Association shall be entitled to an equal number.

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

Section 4.

Consultations at the regional and national levels shall be held by mutual agreement.

Section 5.

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

Section 6. - Levels of Communication.

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

First Level - School Administrator/Faculty Representative Spokesperson (FRS)/Designee. The FRS at each school shall notify the Principal in writing as soon as possible each school year of the bargaining unit employee at the school designated to act in the absence of the FRS.

Second Level - District Superintendent Representative/District Association Representative.

Third Level - Regional Director/Association Regional Representative.

Fourth Level- Director, DoDDS/Association President.

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

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

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

ARTICLE 5 - OFFICIAL TIME

Section 1.

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

Section 2. - Faculty Representative Spokespersons.

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

- A.** Elementary and secondary schools with less than ten (10) unit employees may be entitled to an amount of official time that the Principal and the FRS agree is reasonable, necessary and in the public interest.
- B.** Elementary and secondary schools with eleven to twenty- five (11-25) unit employees are authorized five (5) days per school year.
- C.** Elementary schools with twenty-six plus (26+) unit employees are authorized nine (9) days per school year.
- D.** In order to minimize disruption to the education program, the use of official time specified above, if not regularly scheduled, shall be requested in advance, normally three (3) workdays. Such requests shall be in writing and shall be granted absent compelling circumstances.
- E.** Secondary schools with twenty-six plus (26+) unit employees are authorized one (1) instruction-free period per day.
- F.** Within a region, the amount of time available under (B) and (C) may be used by other Association officials at the district/ country level or above for representational purposes. No unit employee shall be authorized to use more than twelve (12) days per school year under such circumstances unless mutually agreed otherwise.
- G.** Subject to mutual agreement and in lieu of official time provided herein, the parties at the local level may enter into alternative arrangements equal to the above entitlement.

Section 3. - National Officer/Regional Representatives.

A. The national officer and regional representatives shall be granted official time for the purpose of conducting labor/management business as set forth below:

President	Half-time duty status and half-time LWOP per school year
Four Regional Representatives	Half-time duty status and half-time LWOP per school year (for each representative)

B. Released officials shall retain rights to previous educational positions held.

Section 4. - Procedures for the Use of Official Time.

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

B. The Association representative shall promptly report to the appropriate Employer representative the amount of official time used.

Section 5. - Training.

The Association shall be entitled to two (2) full workdays during the first school year of this Agreement and one (1) full-workday for each year thereafter that this Agreement is in effect to conduct workshops or otherwise train Association representatives concerning labor-management relations and this Agreement. For such training, the Association shall be entitled to one (1) representative per school with one to twenty-five (25) unit employees and two (2) representatives per school with twenty-six (26) or more unit employees. In schools with seventy-five (75) or more unit employees, the Association may be entitled to one additional representative for said training. During the first year this Agreement is in effect, each unit member of the Association negotiations team, upon request, shall be authorized thirty (30) days of official time to conduct unit-wide training programs for unit employees.

(Use form at end of this article.)

REQUEST FOR OFFICIAL TIME

TO (Supervisor): _____

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

Date(s) Requested _____

Date of Request

Unit Employee & Association Title

Approved _____ Disapproved _____

Supervisor

ARTICLE 6 - INITIATING/PROCESSING ULP'S

Section 1.

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

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

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

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

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

Section 2.

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

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

Section 1. - National Level.

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

B. The Employer shall provide such proposals to the Association in writing normally at least sixty (60) days prior to the proposed implementation date. If the Association wishes to negotiate over the proposed changes, it shall submit written proposals to the Employer within thirty (30) days following receipt of the proposed changes. If the notification time limit cannot be met, the parties agree to expedite the process. Only those proposals directly related to the proposed changes shall be subject to negotiations. Upon receipt of the Association proposals, negotiations shall be scheduled and held promptly at a mutually agreeable location in the Washington, D.C., and metropolitan area unless otherwise agreed by the parties. The Association shall be entitled to representation in accordance with 5 U.S.C. 7131 (a).

Section 2. - Regional Level.

A. Proposals appropriate for negotiations at the regional level concern conditions of employment affecting unit employees which are within the authority of the Employer at the regional level, which fall within the scope of bargaining, which are unique to the region or a school in the region, and which deal with matters not specifically addressed during the negotiations that led to this Agreement or other agreements negotiated at the national level. It is understood that the National Agreement or other agreements reached at the national level are controlling, and no agreements reached at the regional level shall amend or otherwise conflict with the provisions of this Agreement.

B. The Employer shall provide such proposals to the Association in writing normally at least sixty (60) days prior to the proposed implementation date. If the Association wishes to negotiate over the proposed changes, it shall submit written proposals to the Employer within thirty (30) days following the receipt of the proposed changes. If the notification time limit cannot be met, the parties agree to expedite the process. Only those proposals directly related to the proposed changes shall be subject to negotiations. Upon receipt of Association proposals, negotiations shall be scheduled and held promptly at a mutually determined site. The Association shall be entitled to representation in accordance with 5 U.S.C. 7131 (a).

C. If regional representatives of the Employer and the Association disagree as to whether a subject matter or particular proposal is negotiable or is covered by this Agreement or

another agreement at the national level, or if a party claims that a proposal conflicts with the terms of this Agreement or other agreements at the national level, or if impasse is reached, the matter shall be resolved as provided by law or this Agreement.

Section 3. - Local Level.

The Parties agree that at the school level, matters appropriate for discussion (personnel policy or practices or other general conditions of employment) are best resolved on an informal basis. Such matters arising at the school level that fall within the scope of bargaining may be negotiated at the regional level, provided a reasonable amount of time has been allowed at the local level to informally resolve such matters. The parties agree that the Employer and the FRS, upon request, shall meet to consult on such matters at reasonable times as may be necessary. (Upon mutual consent, such matters may be discussed in the Joint Cooperation Committees at the school level). In the event the matter is not resolved at the school level, the Association may submit written proposals to the Employer at the regional level within a reasonable time.

Section 4. - Implementation.

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

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

Section 1. - National Level.

A. Proposals appropriate for negotiations at the national level concern conditions of employment affecting unit employees which fall within the scope of bargaining and which deal with matters not specifically addressed during the negotiations which led to this Agreement.

B. Not more than once every six months the Association may provide such proposals to the Employer in writing normally at least sixty (60) days prior to the proposed negotiations date.

If the Employer wishes to submit counter-proposals, it shall submit written proposals to the Association within thirty (30) days following receipt of the Association proposals. Negotiations shall be scheduled and held within sixty (60) days from the date the Employer received the Association proposals at a mutually agreeable location in the Washington, D.C., area unless otherwise agreed by the parties. The Association shall be entitled to representation in accordance with 5 U.S.C. 7131 (a).

Section 2. - Regional Level.

A. Proposals appropriate for negotiations at the regional level concern conditions of employment affecting unit employees which are within the authority of the Employer at the regional level, which fall within the scope of bargaining, which are unique to the region or a school in the region, and which deal with matters not specifically addressed during the negotiations which led to this Agreement or other agreements negotiated at the national level. It is understood that the national Agreement or other agreements reached at the national level are controlling, and no agreements reached at the regional level shall amend or otherwise conflict with the provisions of this Agreement.

B. Not more than once every school year the Association may provide such proposals to the Employer in writing normally at least sixty (60) days prior to negotiations. If the Employer wishes to submit counter-proposals, it shall submit written proposals to the Association within thirty (30) days following receipt of the Association's proposals. Negotiations shall be scheduled and held within sixty (60) days from the date the Employer received the Association proposals, at a mutually determined site. The Association shall be entitled to representation in accordance with 5 U.S.C. 7131 (a).

C. If regional representatives of the Employer and the Association disagree as to whether a subject matter or a particular proposal is negotiable or is covered by this Agreement or another agreement at the national level, or if a party claims a proposal conflicts with the terms of this Agreement or other agreements at the national level or if impasse is reached, the matter shall be resolved as provided for by law or this Agreement.

D. The Association will be limited to no more than two proposals per District (DSO) per school year. After the first year, the Association may reopen this provision as to the number of proposals.

ARTICLE 8 - STAFFING PROCEDURES

Section 1.

When school vacancies exist and the Employer has determined to fill the vacancies, the Employer shall first consider filling such vacancies with qualified unit employees in the a) school and b) school complex where the vacancies exist. It is understood, however, that the Employer may fill vacancies from any appropriate source.

Section 2.

Unit employees who are interested in being considered for vacancies within their school or school complex will notify the appropriate Principal in writing each school year. The appropriate Principal is the Principal in the school where the vacancy exists. A school complex is defined as a school or group of schools within a specific geographic location listed under each country in the transfer program instructions. Unit employees must meet the qualification standards published by DoDDS for the pertinent school year for the positions for which they request consideration.

Section 3.

An on-board unit employee who plans to return to the same school the following school year shall be notified of his/her teaching assignment and number of classes prior to the close of the current school year. Changes in such assignments will be limited to unexpected changes in curriculum, mission, staffing, and recruitment actions.

ARTICLE 9 - TRANSFER PROGRAM

Section 1.

The number and geographic locations of the positions that will be filled through the use of the transfer program shall be determined by the Employer. Prior to April 15, during the conduct of the transfer program, every reasonable effort will be made to fill projected or known vacancies referred for selection through the transfer program by eligible bargaining unit employees requesting transfer before outside recruitment. No offers for the next school year shall be made under this program after April 15.

Section 2. - Eligibility.

Unit employees who are eligible under any of the following criteria will be considered in the order set forth under Section 4D of this Article.

A. Employees in the unit who have been issued a written (general or specific) notice of reduction in force, as defined in Chapter 351 of the Federal Personnel Manual, or who have been identified as eligible for a compassionate transfer.

B. Employees in the unit currently serving under a transportation agreement who have completed their prescribed tour at their present location.

C. Any excepted-appointment-without-condition employees in the unit not currently serving under a transportation agreement upon completion of three years of continuous service with DoDDS.

Section 3. - Procedures.

A. This transfer program shall apply to all unit vacancies referred to the Office of Dependents Schools (ODS) for selection under this program.

B. Before vacancies are referred to ODS, the Employer shall provide the Faculty Representative Spokesperson at the school with a list of all known or anticipated vacancies and the qualifications sought. The Employer shall provide the Association at the national level with a list of all those known or anticipated vacancies which have been referred to ODS for selection under this program.

C. Transfer applications must be submitted by interested unit employees each school year. Receipt of the application by a Principal shall constitute a request for transfer.

D. A unit employee may apply in any one or more of the categories for which he or she is qualified in accordance with the qualification standards published by the Employer for the pertinent school year.

E. If, during the conduct of the transfer program, there is a change in the requisition requirements for which vacancies still exist, remaining transfer applications from unit employees shall be reconsidered before CONUS recruits are considered.

F. If any vacancies not previously projected or reported to ODS occur which the Employer determines to fill through the transfer program, they shall be reported by ODS to the Association at the national level. Such vacancies shall be included in the transfer program if received by ODS sufficiently prior to April 15.

Section 4. - Selections.

A. Unit employees shall designate on their transfer applications requested countries and regions.

B. A current listing of DoDDS schools in the OEA unit by country with approximate enrollment and categories and a copy of the School Information Guide shall be provided to each school, when available, prior to the transfer program.

C. Each applicant will be assigned points based on longevity at their present location in the following manner:

LONGEVITY AT PRESENT LOCATION	MULTIPLY BY NO. OF YEARS AT PRESENT LOCATION
1. Cuba: Iceland: Newfoundland: Taegu; Pusan: Chinhae (Korea): San Miguel (Philippines).	9
2. Norway: Iwakuni, Misawa; Sasebo (Japan): Seoul, Osan (Korea): Okinawa, Philippines.	7
3. Flensburg, Hemer, Kalkar, Soegel, Bueren, Delmenhorst, Geilenkirchen, Buechel, Jever, Kerpen, Heissische Oldendorf, Rheinburg; Amberg, Bindlach, Grafenwoehr, Hohenfels, Wildflecken, Vilseck (Germany)	5
4. Uden (Netherlands): Antigua: Bermuda; Edzell (Scotland): Harrogate (England): Kleine Brogel (Belgium): Japan: Bad Hersfeld, Hahn, Baumholder, Bitburg, Bremerhaven, Pruem, Osterholz, Muenster, Idar Oberstein, Muenster, Idar Oberstein, Neubruecke, Spangdahlem, Trier, Bad Kissengen, Illesheim, Crailsheim, Memmingen,	3

Regensburg, Weirhof, Wertheim (Germany)	3
5. Belgium, England, Netherlands: Germany and all others in the unit	1

In addition, each applicant will be assigned one (1) additional point for each year of DoDDS service with no limitation.

A move from one location to another that was not requested by the unit employee allows the unit employee to receive the maximum possible points obtainable either from the old location or the new location. Unit employees shall be allowed to compute location points by multiplying the number of continuous years at the current location plus the number of continuous years at the location from which involuntarily moved by the higher longevity points assigned to either location.

Accumulated transfer points are not affected by a move within a designated school or school complex.

D. Applicants for each particular vacancy shall be considered in the following order from among those applications which have designated the country or region where the vacancy exists:

1. Applications from employees in the unit who have been issued a written (general or specific) notice of reduction in force, as defined in Chapter 351 of the Federal Personnel Manual, in order according to points.
2. Applications from unit employees who have been identified as eligible for a compassionate transfer.
3. Applications from other- eligible unit employees in order according to points.

E. When two (2) or more unit employees are considered by the Employer as equally qualified and capable of performing the work and have equal points, the tie will be broken by seniority.

F. Experience in conducting an extracurricular activity shall not be a prerequisite for transfer.

Section 5. - Special Conditions.

Married couples, when both are unit employees and both wish to Apply may follow the following procedures:

- A.** Both spouses will be separately considered based on their individual eligibility unless they desire to be transfers only as a teaching team and designate so on their application.
- B.** If they desire to be transferred only as a teaching team with both being assigned to the same commuting area, they shall be ranked according to the average of their combined individual points. Their applications will not be considered with those of

employees who have received written notices of reduction in force or those who have been identified for compassionate transfer, unless both spouses meet the requirements for such consideration.

C. If either spouse can be made an offer, the application of the spouse who has not been selected shall be submitted to the Regional Director for the region to which the other spouse will be assigned. If a position cannot be located for the spouse, he or she shall be placed in a leave-without-pay (LWOP) status for a period not to exceed one year following the beginning of the next school year. If, after arrival at the spouse's station, the employee on LWOP is selected for a continuing position, he/she shall be given the same type of appointment held previously. Other entitlements will be granted in accordance with applicable regulations.

All reasonable efforts consistent with the requirements of the program shall be made to try to effect transfers for both spouses, or to subsequently provide employment in those cases where only one spouse can be transferred.

Section 6. - Notification.

A. A unit employee shall be notified of his/her offer by the Employer.

B. An applicant may withdraw from the program without penalty if the Personnel Division, Office of Dependents Schools, receives notification from the unit employee or the Association at the national level at least one (1) workday prior to the actual transfer session.

C. The Association shall be notified of and permitted to attend any transfer session and shall be provided with unit employee requests and vacancy rosters.

Section 7. - Compassionate Transfer.

Unit employees have the right to request special consideration for a transfer for personal reasons/conditions which may warrant relocation. The request must accompany the initial transfer application and shall include proper supportive documentation. The documentation shall include, but is not limited to, a statement from local management and another appropriate professional, (i.e., doctor, lawyer, etc.) for review. The extent of special consideration to be given will be on a case-by-case basis.

Section 8.

Unit employees not currently serving under a transportation agreement and who are not serving on a time-limited appointment may, upon transfer or reassignment, be entitled to travel and transportation in accordance with applicable regulations.

Section 9.

Upon transfer or reassignment under this program, unit employees currently serving under a transportation agreement shall be entitled to benefits and allowances in accordance with applicable regulations.

ARTICLE 10 - INVOLUNTARY REASSIGNMENT

The need to effect a reassignment is a right retained by the Employer. While involuntary reassignments shall be kept to a minimum, pursuant to the Employer's education mission, it may become necessary to involuntarily reassign a unit employee either from one school location to another school location or from one assignment in one grade/subject area to another grade/subject area with different qualifications standards from the grade/subject area currently being taught. Whenever possible, and if time permits, the Employer shall accomplish such reassignments through the use of qualified volunteers. Whenever qualified volunteers are not available, an individual may be selected for involuntary reassignment with as much advance notice as circumstances warrant. The written notice of involuntary reassignment will contain the following as a minimum:

A. Reason(s) for the reassignment:

B. Why the unit employee was selected:

C. An opportunity for the individual to give reasons why he/she should not be reassigned. In this statement, the individual should include any extenuating circumstances of a personal nature which she/he feels should be taken into consideration.

ARTICLE 11 - REDUCTION-IN-FORCE

Section 1. - Definitions.

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

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

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

D. Competitive Area is an area serviced by a single civilian personnel office. (In the event a servicing CPO is changed during the term of this Agreement, the Association will be afforded the opportunity to negotiate over any proposed change in the affected competitive area).

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

Section 2. - Applicability.

The provisions of this Article shall apply when the Employer makes a decision regarding A, B, or C of Section 1 above that will result in a reduction in force.

Section 3.

Before implementing any of the actions specified in Section 2 of this Article which requires application of reduction in force (RIF) procedures, the Employer will make current its retention

registers. The Employer agrees to furnish the Association, upon request, with a retention register indicating competitive levels, performance credit, and service computation dates of personnel within a competitive area.

Section 4.

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

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

The groups and subgroups are defined below:

- Group I - Employees serving on Excepted Appointments who have completed a 3 year period of substantially continuous service (Tenure Group I) or those not serving on a trial period.
- Group II - Employees serving on Excepted Appointments who have not completed a 3-year period of substantially continuous service (Tenure Group II) and those serving on a trial period.
- Group III- Employees serving on appointments with time limitations, Tenure Group III.
- Subgroup AD - Includes each preference eligible employee who has compensable service-connected disability of 30% or more.
- Subgroup A - Includes each preference eligible employee not in subgroup AD.
- Subgroup B - Includes each nonpreference eligible employee.

Section 5.

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

- 1.** Reasons for the RIF;

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

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

1. Action to be taken;
2. Reasons for the action:
3. Effective date of action:
4. Employee's competitive level, service computation date, credit for performance, tenure group and subgroup;
5. Place where affected personnel may inspect regulations and records pertaining to the action
6. Rights to appeal or grieve.

Section 6. - Placement.

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

Section 7. - Reemployment Priority.

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

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

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

1. The unit employee is offered a position with DoDDS.

2. The unit employee requests that his/her name be deleted.

3. Time expires.

Section 8.

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

Section 9.

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

ARTICLE 12 - GRIEVANCE PROCEDURE

Section 1.

The negotiated grievance procedure is established to provide unit employees with an opportunity to raise matters of concern or dissatisfaction for informal and, where appropriate, formal consideration and resolution. This Article also provides the two parties to this Agreement with an opportunity to raise matters of concern or dissatisfaction for formal consideration by the other party in accordance with Section 2 below. It is the intent of the parties to resolve grievances informally at the earliest possible time and at the lowest possible level. The filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his/her performance, or his/her loyalty or desirability to the organization, nor shall it be regarded as an unfavorable reflection upon the Employer or particular Employer officials.

Section 2.

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

B. A grievance means any complaint:

- 1.** By a unit employee concerning any matter relating to the employment of the employee;
- 2.** By the Association concerning any matter relating to the employment of any unit employee(s): or
- 3.** By a unit employee, the Association, or the Employer concerning:
 - a.** The effect or interpretation or a claim of breach of the collective bargaining agreement; or
 - b.** Any claimed violation, misinterpretation of any law, rule, or regulation affecting conditions of employment.

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

- 1.** Any claimed violation of Subchapter III of Chapter 73, Title 5 U.S.C. (relating to prohibited political activities)
- 2.** Retirement, life insurance, or health insurance;
- 3.** A suspension or removal under Section 7532 of Title 5' U.S.C.;

4. Any examination, certification or appointment:
5. The classification of any position, which does not result in the reduction in grade or pay of an employee:
6. An advance notice as provided in Articles 13 and 14 until a decision has been issued.
7. Termination of trial period employees;
8. Termination or expiration of temporary appointments; and
9. Nonselection for promotion or transfer from lists of properly ranked eligibles; and
10. Oral admonishments.

Section 3.

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

Section 4.

Step 1 - Informal

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

Step 2 - Formal

A. Notwithstanding the provisions of Step 1 above, the unit employee or his/her Association representative must present the grievance, in writing, to the appropriate supervisor within fifteen (15) calendar days of the act or incident giving rise to the grievance. The grievance shall be in the format described at the end of this Article.

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

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

Step 3 - Review

A. When the grievance has not been resolved at Step Two, the grievant or his/her Association representative may submit his/her grievance to the Principal within ten (10) calendar days from the date he/she received the Principal's written decision. In addition to the information submitted under Step Two, the grievant must include a statement as to why the Principal's decision is unacceptable. Within two (2) working days following receipt of the Step Three grievance, the Principal shall forward the grievance and a copy of his/her Step Two decision to the Regional Director, DoDDS, with a copy of the forwarding letter to the grievant.

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

Section 5.

A. Association or Employer grievances may be filed only at the national level by the respective officials at the national level.

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

C. (1) An Association grievance under Article 12, Section 2B (2) or (3) that relates to a specific incident or occurrence, must be filed within forty-five (45) calendar days after the incident or occurrence giving rise to the grievance.

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

D. Upon receipt of an Association or Employer grievance, the Association or Employer, as appropriate, shall review, investigate, and furnish a final decision within twenty (20) calendar days.

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

Section 6. - Arbitration.

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

B. Arbitration may be invoked only by the submission of the appropriate FMCS form by the grieving party to the other party within sixty (60) calendar days after the date of the receipt of the grievance case file. Not later than five (5) days after receipt, the FMCS form shall be forwarded to the Federal Mediation and Conciliation Service for referral of an arbitration panel. Normally, within fifteen (15) days after receipt of an FMCS referral, the parties will select an arbitrator by alternately striking names from the referral with the name of the last arbitrator becoming the selection. The moving party shall strike the first name.

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

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

D. With the consent of both parties, more than one arbitration case may be consolidated for review by the same arbitrator.

E. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard. The arbitrator's hearing will normally be at the school site unless the Employer decides otherwise. All unit employees who are participants, including witnesses, in the hearing shall be in a duty status and, in the event the hearing is not held at a site within commuting distance, participants,

including witnesses shall be provided transportation in accordance with appropriate travel regulations. Unit employees who are Association representatives who are in the area because of other Association business are excluded from the transportation provision of this section. Each party may recommend witnesses by providing the full name and address, a statement setting forth the expected testimony, and an explanation of relevance of the testimony to the issue. Based on this information, the arbitrator shall determine the witnesses to provide testimony.

F. The arbitrator shall be requested to render his/her decision as quickly as possible, but in any event not later than thirty (30) calendar days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

G. The arbitrator's authority will be limited only to the issue involved, and his decision must not involve violation of law or governing regulations. The arbitrator's award will be binding on both parties unless an exception to the award is filed in accordance with the Federal Service Labor-Management Relations Statute.

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

I. The Association and the Employer may mutually agree regarding any particular arbitration case to use a "mini-arbitration" procedure or make any other modification in the arbitration process which would reduce the cost of arbitration.

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

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

Section 7. - General Provisions.

A. Group Grievance

When a group of unit employees has an identical grievance, it will be considered as an individual grievance of one unit employee and will be processed as a single grievance in the name of the unit employee designated by the others to act for them. All unit employees electing to join in the grievance must be identified and must sign the grievance at the stage it is put in writing.

There will be only one (1) Association representative for the group. The final grievance decision will apply to all members of the group, and each member of the group shall receive one (1) copy of the final decision.

B. Time limits

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

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

3. Except as provided in (4) below, failure of the Employer to observe the time limits shall entitle the Association representative to advance the grievance to the next step. Failure of a Regional Director, DoDDS, to observe the time limits shall entitle the Association representative to advance the grievance to ODS.

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

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

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

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

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

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

GRIEVANCE FORMAT

- Addressed to:** Principal's Name
Official Mailing Address _____
date
- Subject:** Employee Grievance Initiated Under the OEA/DODDS Negotiated Contract.
- Paragraph 1:** This grievance is being submitted under Step 2 of the grievance procedure.
- Paragraph 2:** Employee's name, duty assignment, work and home telephone numbers.
- Paragraph 3:** A statement of the grievance.
- Paragraph 4:** A statement of the relief sought (What must DODDS do to resolve your complaint).
- Paragraph 5:** The name, address and telephone number of the employee's Association representative. (Note: An employee, under the terms of the Agreement, can only be represented by the Association. An employee who does not elect to be represented by the Association, must represent himself/herself. If an employee has chosen not to be represented by the Association, a statement to this effect shall be included in Paragraph 5 of the grievance letter).
- Paragraph 6:** A copy of any correspondence on the matter.

Employee or Association Representative
Signature

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

ARTICLE 13 - DISCIPLINE AND ADVERSE ACTION

Section 1.

No Unit employee shall be furloughed for thirty (30) days or less, reduced in grade or pay, removed, disciplined, reprimanded, or suspended without just cause. Performance based personnel actions are covered in Article 14 of this Agreement and are not covered in this Article. The procedures outlined in Section 3 through 5 of this Article do not apply to actions related to extracurricular activities.

Section 2.

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

Section 3.

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

A. Issuance of Advance Notice

1. The unit employee must be given no less than ten (10) days written notice of the proposed action.

2. The advance notice shall:

a. State the reason for the proposed action in detail;

b. Inform the unit employee where the material relied upon for the proposed action may be reviewed. (If that material is available at the school site, the unit employee and Association representative will be permitted to review the materials at that site.)

c. Inform the unit employee of the right to reply in writing within seven (7) days after receipt of the notice of proposed action;

d. State that a final decision on the proposed action will not be made until after receipt of the unit employee's reply or after the ten (10) day notice period whichever comes first.

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

B. Notice of Final Decision

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

2. The notice of decision shall be signed and dated and shall inform the unit employee of:

a. The reason(s) for the decision:

b. The effective date of the action; and

C. His/her rights under the appropriate grievance procedure.

Section 4.

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

A. Issuance of Advance Notice

1. The unit employee must be given not less than thirty (30) days written notice of the proposed action.

2. The advance notice shall:

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

b. Inform the unit employee where the material relied upon for the proposed action may be reviewed (If that material is available at the school site, the unit employee and Association representative will be permitted to review the materials at that site);

c. Inform the unit employee of the right to reply orally or in writing, or both, within twenty (20) days from receipt of the proposed notice:

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

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

B. Notice of Final Decision

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

2. The notice of final decision shall be signed and dated and shall inform the unit employee:

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

b. The effective date of the action: and

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

Section 5.

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

ARTICLE14 - PERFORMANCE APPRAISAL SYSTEM

Section 1.

The primary objective of the classroom teacher evaluation procedure, as set forth herein, shall be the improvement of instruction. The primary objective of the evaluation of other unit employees, as set forth herein, shall be the improvement of the services which are provided by such unit employees and which are designed to enhance and complement the educational process.

Section 2.

The performance of all unit employees shall be evaluated according to appropriate Office of Personnel Management requirements. The evaluator shall take into consideration any circumstances that may adversely affect an employee's performance, such as class size, special learning disabilities, physical facilities, multiple duty assignments, geographical difficulties, time constraints, and involuntary reassignments. The Employer shall apply the performance standards in such a manner that a fully competent employee can reasonably be expected to attain them. Unless the situation convinces the Employer that time is of the essence in resolving the matter, no interview or meeting between a complaining parent and employee shall be set by the Employer until the employee has a reasonable opportunity to consult with the Association's representative. Unit employees shall be clearly informed of the supervisors who have authority to supervise/ evaluate their performance.

Section 3,

All unit employee observations shall be preceded or followed within a two (2) school-day period by a conference between the Employer and the employee in order for the employee to explain his/her objectives and plans for that class.

Section 4.

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

preferably at the beginning of the rating period. The critical elements and performance standards must be written. The FRS shall be afforded the opportunity to attend such meetings.

Section 5.

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

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

If the Association Area Director is concerned or dissatisfied with the critical elements and performance standards identified by the supervisor under this section, the Area Director shall ask within five workdays of receipt that they be reviewed by the DoDDS Regional Director.

Section 6.

Prior to proposing any removal based on unacceptable performance, the Employer shall ensure that the unit employee is provided an opportunity to demonstrate acceptable performance. To this end, the Employer shall provide notice of the employee's failure to satisfy the performance standards for one or more critical elements. The notice shall be in writing and shall be provided to the employee at least thirty (30) days in advance of proposing a removal based on unacceptable performance. This notice shall identify:

- A.** The critical elements of the employee's position for which performance is unacceptable.

B. The improvements the employee must make to bring performance to a satisfactory level.

C. The efforts the Employer will make to help the unit employee improve.

D. The time period of at least thirty (30) days within which the employee must improve the unacceptable performance prior to a second notice being issued by the Employer. At the end of the time period specified, the Employer shall notify the affected employee in writing as to whether:

1. The employee is now performing in an acceptable manner: or

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

Section 7.

A unit employee who is proposed to be removed based on unacceptable performance shall be given thirty (30) days advance notice of the proposed action, which:

A. States the reasons for the proposed action in detail:

B. Identifies specific instances of unacceptable performance by the unit employee:

C. Identifies the critical element of the unit employee's position for which performance is unacceptable;

D. States that the unit employee may review the material relied upon in proposing the action and make reasonable copies of such material:

E. Informs the unit employee of the right to reply orally or in writing, or both, within fifteen (15) days from receipt of the proposed notice.

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

Section 8.

In those cases when a decision is made to remove a unit employee for unacceptable performance, such an employee may file a grievance under Article 12 of this Agreement within fifteen (15) days after receipt of the final decision on the proposed action. TWO copies of the notice of decision will be provided to the unit employee. Grievances of this nature may be filed at the regional level by the Association or the affected unit employee.

The Association may invoke arbitration on such a grievance not earlier than thirty (30) days from the date the grievance was submitted to the Regional Director, but not later than thirty (30) days from the date of receipt of the DoDDS final decision on the grievance.

ARTICLE 15 - USE OF SCHOOL FACILITIES

Section 1.

The Employer shall, within its discretion and subject to budgetary constraints, obtain for use of unit employees the equipment, facilities, and supplies which are necessary to the education process.

Section 2.

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

Section 3.

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

Section 4.

A. The Employer recognizes its obligation to provide and maintain a safe and healthful work environment. This covers, but is not limited to, contained asbestos, sanitary facilities, adequate lighting, ventilation, heating, air conditioning, and work space: work areas free from pollutants and excessive noise levels. The Employer shall establish channels of communications with officials of the host military departments and shall make every reasonable effort to ensure that adequate support is provided to maintain a safe and healthful work environment.

B. The Employer shall notify the appropriate FRS when the Employer becomes aware of serious health and safety problems. Unit employees should report any unsafe conditions to Employer officials at the school.

C. When a DoDDS school has been determined to contain hazardous levels of asbestos by appropriate authorities, upon request of a unit employee at the school, a copy of the official notice shall **be** placed in the official personnel file.

D. The Employer shall provide for periodic inspections of schools for unsafe, unhealthful, or hazardous conditions, but no less than annually. Copies of inspection reports shall be furnished to the Association.

Section 5.

Security of classroom facilities and equipment is important to both the Employer and the Association. Accordingly, methods and procedures for improving such security, including the selection procedures for improving such security, including the selection of classrooms

to be used by non-school organizations such as university classes, base organizations, and Sunday school classes may be subject for consultations at the school level.

Section 6.

The Employer shall provide reasonable accommodation for handicapped unit employees including appropriate access to and facilities in their assigned schools in accordance with law and government-wide regulations.

ARTICLE 16 - USE OF OFFICIAL FACILITIES

Section 1.

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

Section 2.

The Association, as the certified representative of unit members, shall have exclusive access to school internal distribution boxes for the distribution of Association (Union) literature, except in cases where another labor organization has gained equivalent status. Literature relating to the internal business of the Association (including the solicitation of membership, elections of Association officials, and collection of dues) shall only be distributed during the time the employee is in a non-duty status. It is understood that the Civilian Personnel Office may distribute information on government-wide health benefit plans.

Section 3.

Upon advance notice, the Employer shall make every reasonable effort to ensure that Association employees and officials are allowed access to military installations in order to conduct labor-management/Association business.

Section 4.

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

Section 5.

The Association shall be provided an area not to exceed 6' X 8' in a location convenient to a majority of the unit employees for posting Association material. Such area shall be for the exclusive use of the Association.

Section 6.

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

- A. The use of facilities, equipment, and/or services will promote effective Labor-Management dealings:

B. No additional identifiable costs to the Employer Will be incurred:

C. The use of such facilities, equipment, and/or services will not degrade or interfere with the educational process or interfere with the administration of the school office:

D. The use of such facilities, equipment, and/or services will not violate policies and/or regulations of the host Military Department/Installation, and other applicable regulations of higher authority.

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

ARTICLE 17 - COMMUNITY ENVIRONMENT

Section 1.

When available, the Employer shall post applicable daily and/or weekly bulletins published by the local military command in designated locations within each school.

Section 2.

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

Section 3.

The Employer shall not require unit employees to join Military Clubs.

Section 4.

The Employer shall ensure that unit employees are informed of their rights concerning their employment with the United States Government. In the event that a unit employee questions a particular regulation, the Employer shall ensure that the unit employee has access to the regulation, if available, and assistance in interpreting it.

Section 5.

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

ARTICLE 18 - NONDISCRIMINATION

Section 1.

The Employer and the Association agree to cooperate in providing equal employment opportunity for all persons: to prohibit discrimination because of race, color, creed, national origin, sex (including sexual harassment), handicapping condition, marital status, age, religious affiliation or political affiliation except as provided by federal law and government-wide regulations; and to promote the full realization of equal employment opportunity in accordance with applicable laws and government-wide regulations.

Section 2.

The Employer and the Association agree that the Equal Employment Opportunity (EEO) program should be administered consistent with applicable Equal Employment Opportunity Commission regulations. The provisions of DS Regulation 5713.2, DoDDS EEO Program, dated September 6, 1984, as amended, shall also be applicable, except when inconsistent with this Article. The following provisions shall be part of the DoDDS EEO program:

- A.** When the Employer determines that training is appropriate, DoDDS unit employees designated as EEO counselors shall receive such training in EEO counseling techniques, complaint procedures, and reporting techniques. Refresher training shall also be provided as determined appropriate by the Employer.

- B.** Unit employees designated as EEO counselors shall be given a reasonable amount of official time on a case-by-case basis to counsel EEO complainants.

- C.** Unit employees designated as EEO counselors shall be free from restraint, interference, coercion, discrimination or reprisal in counseling unit employees.

ARTICLE 19 - STUDENT DISCIPLINE

The Association and the Employer agree that the maintenance of appropriate standards of student discipline promotes an optimum learning environment. The Employer and unit employees are responsible for maintaining discipline in accordance with standards established by the Employer. The Employer shall provide support and assistance to unit employees in their efforts to maintain discipline. The parties recognize that the final decision and responsibility concerning student discipline are retained by the Employer.

ARTICLE 20 - POSITION DESCRIPTIONS

Section 1.

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

Section 2.

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

Section 3.

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

ARTICLE 21 - TEACHER LEAVE

Section 1.- Accumulation of Leave.

Full-time P.L. 86-91 unit employees accumulate leave at the rate of one day for each calendar month of service or part thereof in a school year. If the school year includes more than eight months, any full-time unit employee who has served for the entire school year is entitled to 10 days of cumulative leave for that school year. The Employer shall accept the unit employee's last "Leave and Earnings" statement, pending receipt of official documentation from the last finance office, as evidence of accrued leave when a unit employee returns to duty. Ten days' leave shall be credited to full-time unit employees hired for the full school year at the beginning of the school year. Educator Leave may be advanced for use within the school year. Such advances are normally limited to the amount which will be accrued within the school year. Under unusual circumstances, a supervisor may approve up to 30 days of advanced Educator Leave. Such advances shall be subject to subsequent earnings of Educator Leave or repayment upon separation for any leave advanced but not earned. Educator Leave may be used for maternity purposes, in the event of illness of a unit employee, in the event of illness, death, or contagious disease in the immediate family of the unit employee, or in the event of any personal emergency. In addition, each unit employee is entitled to use up to three days leave per school year for any purpose and is not obligated to state the reasons for requesting such leave. Once the Employer has approved the request from a unit employee to take any purpose leave, it shall not withdraw such approval except for good reason.

Section 2. Request for Leave.

Leave should be requested and approved in advance before it can be taken. Leave need not be requested in advance when circumstances such as illness and/or emergencies prevent a unit employee from requesting leave in advance. In such cases, the unit employee will request leave as soon as possible.

Section 3. Paternity Leave.

A. When the wife of a unit employee is physically incapacitated by reason of pregnancy or complications resulting there from, said unit employee may be granted Educator Leave. The unit employee may be required to present documentary evidence from a competent medical authority to establish said physical incapacitation.

B. If, in the above situation, the unit employee does not have accrued leave, the employee may be granted advanced leave or Leave Without Pay upon request.

Section 4. Adoption Leave.

One or both adoptive parents may be granted Leave Without Pay or Any Purpose Leave in order to accomplish the official actions necessary to adopt the child and for acclimation of the adopted child in it's new home. Such leave, when both parents are involved may be concurrent or consecutive. Such leave may be granted only immediately before and/or after the adoption.

Section 5. Any Purpose Leave.

Normally, Any Purpose Leave should not be taken during the first and last week of the school year. Exceptions may be granted when early departure or late arrival is necessitated by summer school attendance, or other reasons acceptable to the Employer.

Section 6. Withdrawal of Leave Request.

A unit employee may withdraw a request for paid leave or Leave Without Pay without penalty prior to the time such leave begins, provided that the Employer has reasonable time to withdraw any offer of employment which has been made to a substitute teacher prior to the time the substitute departs for the work site.

Section 7. Absence Without Leave.

AWOL is an absence from duty which is not authorized or for which leave has not been requested or approved. Although AWOL is in itself nondisciplinary, disciplinary action may be taken when appropriate. An AWOL charge, upon request of an employee, may be charged to another leave status if the Employer, after a review of the circumstances, determines that such a change is warranted.

ARTICLE 22 - EXCUSED ABSENCES

Section 1.

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

A. Packing, unpacking, and customs, or administratively required clearance of household goods and POV prior to shipment or upon receipt of shipment and when the unit employee is required to be present. When both husband and wife are employed by DoDDS, either may be excused. When the unit employee is a dependent of a military or civilian employed outside of DoDDS and has chosen to complete the school year after the spouse has been reassigned, the unit employee may be granted excused absence under this provision.

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

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

D. Conducting official business of a personal nature with military offices to include, but not limited to, matters relating to drivers' licenses, ID cards, passports, housing, finance and personnel. (Not to exceed one half day except in unusual circumstances which are acceptable to the supervisor.)

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

Section 2.

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

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

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

C. Blood donations. (One Half Day)

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

Section 3. -Late Arrival and Early Departure.

A. When a unit employee is performing initial travel overseas or is on the return portion of renewal travel and is delayed in reporting for duty solely through fault of the Government, the unit employee shall be paid for those duty days occurring prior to the date of arrival. When job offers are made less than fifteen (15) days before the beginning of, the school year, the full school year salary shall not be paid. In such cases, salary will begin as of the date of arrival. Such determination will be made on an individual basis and documented in writing. Acts of God which serve to delay official transportation shall, in this context, be considered as the fault of the Government. Delinquency of the unit employee in requesting or reporting for travel shall be considered the fault of the unit employee.

B. If the Employer has directed summer recess training or education, including where and when, which requires departure prior to the end of the school year or arrival after the beginning of the school year as beneficial to the Government, the duty days missed by the teacher shall be excused without charge to leave or loss of pay. Such determinations will be made in advance on an individual basis and documented in writing.

Section 4. - School Closures.

A. The decision to release unit employees when schools close due to inclement weather or other emergencies is retained by the Employer.

B. When schools close for students due to inclement weather or other emergencies and unit employees are required to report to the work site, a unit employee shall be administratively excused for up to one half day when such weather or emergency conditions prevent timely arrival. In determining whether emergency conditions warrant late arrival, the Employer shall consider the efforts made by the unit employee to get to work in a timely manner, taking into account the unit employee's normal commute and normal modes of transportation used.

ARTICLE 23 - LEAVE WITHOUT PAY

Section 1.

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

Section 2.

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

A. Education:

B. Illness or disability:

C. Illness or death of a member of the immediate family;

D. Teacher exchange program:

E. Service as an officer or representative of the Association;

F. Maternity/paternity purposes to provide time for a period of adjustment and to make arrangements for the care of the child;

G. Leave for adoption to provide time for a period of adjustment and to make arrangements for the care of the child;

H. Not to exceed one year from the beginning of the next school year to accompany a Government employee spouse to a new duty location.

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

ARTICLE 24 - WITNESSES

Section 1. - Definitions.

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

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

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

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

Section 2.

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

Section 3.

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

Section 4.

When a unit employee is summoned or assigned by his/her agency to testify in a non-official capacity on behalf of the United States Government or the Government of the District of Columbia, he/she is in an official duty status as distinguished from a leave status, and is entitled to his/her regular pay.

Section 5.

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

Section 6.

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

Section 7.

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

**ARTICLE 25 - PAY SETTING PRACTICES
(Upon Completion of Higher Education)**

Section 1. Step Increases.

When a unit employee who has one or more full school years in the top step of the assigned salary schedule becomes eligible for salary advancement to a higher education salary schedule within the same class through completion of a higher level of education, the employee shall be advanced one step in the new salary schedule when said schedule contains more steps than the former schedule.

Section 2. Completion of Higher Level Education.

A. Hours of credit for use in setting unit employees' salary or to determine qualifications are restricted to semester hours of credit in courses or degrees earned from an accredited college or university, as listed in the United States Office of Education Directory. Education obtained at a non-accredited institution is acceptable to the extent it has been accepted for further studies at an accredited institution. Questions concerning the acceptance of credit or degrees from a non-accredited institution of higher learning shall be submitted through channels for individual determinations to the Office of Dependents Schools. The only credits or degrees (except for the Bachelor's degree pay lane) acceptable for pay purposes are those graduate level courses that may improve a unit employee's teaching ability in his/her current position/subject area or which may provide advancement to another position within DoDDS or which is in a discipline generally recognized as educationally oriented in content. Any other credits or degrees to be acceptable for pay purposes must be approved by ODS prior to commencement of such study.

B. A unit employee who completes the advanced education required to qualify for a salary under a higher education salary schedule shall be assigned the higher salary rate effective on the first day of the first pay period following the date the education was completed. Such adjustment shall be made upon receipt of written documentation in which the college or university concerned specifies the date when the unit employee completed the advanced education, or the date when the unit employee met the requirements for a specific degree.

ARTICLE 26 - PAY RETENTION

Section 1.

Except for actions based upon personal cause or upon the unit employee's request, an employee moved, through no fault of the unit employee, from a pay schedule with a higher daily rate of pay to a pay schedule with a lower daily rate of pay (using the same step and academic lane for comparison) shall be entitled to pay retention in accordance with the provisions of this Article. To be eligible for pay retention, the employee must have held the higher rate for at least one calendar year immediately preceding the effective date of the change to the lower daily rate. Pay retention is as follows:

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

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

Section 2.

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

Section 3

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

ARTICLE 27 - EXTRA CURRICULAR ACTIVITIES

Section 1.

Members of the bargaining unit are encouraged to notify the Employer at the school of any interest they might have with regard to filling extracurricular positions which might become available. The Employer will make every effort to fill extracurricular positions in accordance with the expressed preferences of the qualified employees in the bargaining unit in the school. In the event the Employer does not fill all available positions in accordance with the preferences of the employees, then the Employer agrees to actively seek qualified volunteers from the bargaining unit at the school. Further, the Employer agrees that the filling of extracurricular positions shall be done in a fair and equitable manner and shall not be arbitrary and capricious. No employee in the bargaining unit shall be required to accept an extracurricular activity, except where the vacancy cannot be filled with a qualified volunteer.

Section 2.

Unit employees who accept an extra duty assignment shall sign a written agreement with the principal indicating duties, rate of pay and length of activity when such duties must be performed outside the workday. A copy of the agreement shall be provided to the unit employee (Use form in DS Regulation 5550.9 attached at the end of this Article.)

Section 3.

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

Section 4.

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

MEMORANDUM OF UNDERSTANDING

School: _____

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

DESCRIPTION OF TASKS TO BE PERFORMED:

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

Employee's Name (please print)

Employee's Signature

Principal's Name (please print)

Principal's Signature

Date Employee Signed

Date Principal Signed

ARTICLE 28 -GRADE LEVEL AND DEPARTMENT CHAIRPERSONS

Section 1.

The parties agree that the functions performed by the grade level and department chairpersons are vital to the ongoing educational program. In schools which have grade level and department chairpersons, the Employer may authorize a preparation period in those instances where the Employer requires such unit employees to serve as grade level or department chairpersons. When such preparation periods are not provided and such duties cannot be performed during the duty day, extra-duty compensation for the time required outside the duty day shall be paid in accordance with the procedures of DS Regulation 5550.9, dated October 7, 1988. Prior approval to perform such duties outside the duty day must be obtained from the Employer.

Section 2.

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

ARTICLE 29 - TEMPORARY PROMOTION

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

ARTICLE 30 - CHILD CARE CENTERS

Section 1.

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

Section 2.

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

ARTICLE 31 - EDUCATION/TRAINING OPPORTUNITIES

Section 1.

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

B. When the Employer changes qualification standards, unit employees currently occupying positions in teaching categories affected by the change and those unit employees who are occupying positions in teaching categories for which an additional teaching category is required and the change affects the additional category shall receive one hundred percent (100%) tuition assistance, up to a maximum of \$100.00 per semester hour, in accordance with the Government Employees Training Act, to assist the unit employees in the attainment of required credits to meet such changes in qualification standards. Affected unit employees shall be given two calendar years after the change becomes effective to earn three (3) semester hours, or portion thereof, of credit required by changes in qualification standards. When changes require more than three (3) semester hours, the unit employee shall be given an additional calendar year for each additional three (3) semester hours requirement or portion thereof, to attain required credits. Failure to meet new qualification requirements for the position occupied during the period of time allowed, for reasons unacceptable to the Employer, may result in removal from the position occupied.

Section 2. - Summer Attendance at an Accredited College or University.

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

continued certification and recertification, provided a renewal agreement is signed before leaving the overseas area. The unit employee will be required to present satisfactory evidence of acceptance by, or a bona fide intent to attend, such an institution for an appropriate course of study of not less than six (6) semester hours. The unit employee will be required to refund to the Government the cost of return travel to the United States for the purposes of attending such courses of study if he/she fails for reasons unacceptable to the employing activity concerned to present evidence of satisfactory completion of the courses. Those who return to the United States under the exception contained in this subparagraph will, upon return to the overseas area, begin a new two school-year cycle under the renewal agreement.

Section 3. - Administrative Reemployment Rights.

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

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

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

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

D. The unit employee shall submit a written request through supervisory channels to the Regional Director which indicates:

- 1.** The employment, project or course of study to be undertaken:

2. An explanation of the anticipated benefits to the school system:
3. The school year or years in which the unit employee would be absent from the school system;
4. An acknowledgement, in a signed agreement, of the conditions under which the unit employee would be absent from the school system.

REEMPLOYMENT RIGHTS AGREEMENT

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

I understand that this agreement is contingent upon my satisfactory completion of the program described on the reverse of this document and timely provision of documentation of its completion to the Regional Director. I will return to the Department of Defense Schools for School Year 19 ____, and the Department of Defense guarantees to place me in a position for which I am qualified.

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

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

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

APPROVED BY _____
 (Regional Director/designee)

 (Signature of Teacher)

 (Dare Approved)

 (Present Grade or Class)

 (Present Assignment)

 (Date of Request)

ARTICLE 32 - IN-SERVICE EDUCATION

Section 1.

The Employer is responsible for determining the in-service education needs of unit employees.

Section 2.

In cases which involve an individual unit employee in need of remedial training, the appropriate means of accomplishing such training shall be discussed between the Employer and the unit employee concerned.

Section 3.

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

Section 4.

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

Section 5.

In cases in which it is considered appropriate to conduct training on a basis broader than school-wide, the Employer shall inform the appropriate Association representative and, upon request, shall consult with the Association representative at the affected level regarding such training.

ARTICLE 33 - DEVELOPMENT OF NEW/SPECIAL PROGRAMS

The Employer retains the right to establish new/special educational programs, such as, but not limited to, a pre-school program. Normally such programs shall not be implemented without the training and/or materials, as may be deemed necessary by the Employer, except to meet the exigencies of the mission. The appropriate level of the Employer shall notify the Association representative at appropriate implementation level(s) of intent, rationale, potential impact, and proposed implementation procedure. The Association and the Employer at appropriate level(s) shall meet to consult and, if required, to negotiate arrangements to minimize adverse impact on personnel resulting from the changes.

ARTICLE 34 - CERTIFICATION AND RECERTIFICATION

Section 1.

The Employer shall determine the requirements for certification and recertification for all full and part-time unit employees.

Section 2.

All unit employees are required to be certified initially for a six (6) year period and recertified for each successive six (6) year period of employment. Initial certificates shall be dated at the beginning of a school year.

Section 3.

Certification Review Board: A Board whose five members are appointed by the Director, DoDDS, to review and make recommendations on appeals received from educators regarding the rulings of certification staff. The members of the Board will serve a one-year term and meet at the call of the Director.

Certification: Certification is a process that verifies that an individual has satisfactorily completed specified requirements for a given certificate.

Recertification: Recertification is the periodic renewal of the certification process.

Section 4.

The Employer shall ensure that all unit employees are in possession of a current, valid certificate: initiate appropriate corrective action when unit employees fail to meet certification and recertification requirements: upon request, assist any unit employee in reviewing and evaluating, recertification credentials: and ensure that appropriate guidance, assistance, and counseling are provided to all unit employees regarding the requirements for certification/recertification. Each unit employee shall be responsible for maintaining a valid Department of Defense Dependents Schools certificate, earning the required recertification units, presenting documentary evidence of completion of the required renewal units, and providing copies of official college/university transcripts.

Section 5.

Requested reassignments to new positions are possible with a valid teaching certificate for the new position(s) with evidence that the current qualifications as published by DoDDS for the pertinent school year have been met. A unit employee may apply for reassignment to a new position if the unit employee does not currently hold a teaching certificate, but meets the qualifications as published by DoDDS for the pertinent school year. Upon acceptance of the position offer, the unit employee shall apply for and be issued an appropriate certificate.

Section 6.

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

Section 7.

Upon appropriate application, a unit employee's certificate shall be updated to reflect changes in position category titles and codes and for any new position categories when qualification standards are met for additional instructional endorsements. Initial titles and codes shall also be retained for the life of the certificate. When a unit employee is reassigned to position categories not identified on the current certificate, said unit employee's certificate shall be updated to include the new position categories assigned.

Section 8.

No unit employee shall be terminated as a result of lack of certification or recertification unless given twelve (12) months' advance written notice of projected deficiency.

Section 9.

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

Section 10.

DS Regulation 5000.9, dated December 2, 1985, with amendments in effect August 18, 1989, will apply when not in conflict with this Article.

ARTICLE 35 - TOUR OF DUTY

Tours of duty for unit employees in effect as of March 22, 1985, shall remain in effect for the duration of this Agreement unless mutually agreed otherwise at the national level.

ARTICLE 36 - DRESS AND APPEARANCE

Section 1.

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

Section 2.

Any prohibitions by supervisors on unit employee dress and appearance must be based on a clear showing that the prohibited things contribute to an unsafe, non-productive, or disruptive work environment. Displeasure with styles and modes of dress and grooming that may be currently in vogue is not adequate criteria for making such a determination.

Section 3.

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

ARTICLE 37 - PASSPORTS/VISAS/IDENTIFICATION CARDS

Section 1.

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

Section 2.

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

ARTICLE 38 - MILITARY GRADE EQUIVALENCY

Section 1.

When an equivalent military grade is used for establishing entitlement to housing, travel, accommodations, etc., such grade level determination shall be made in accordance with the following:

Schedules C, D, E, and F	Equivalent Grade
Unit Employees	
Steps 1-10	0-3
Steps 11 and above	0-4

Section 2

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

ARTICLE 39 - THE EMPLOYEE ASSISTANCE PROGRAM

The parties recognize that alcoholism and drug abuse are illnesses which are treatable. The earlier that a unit employee's alcoholism or drug abuse problems can be identified and treated, the greater the potential is for cure. To this end, the Employer shall take steps to ensure that unit employees may participate in Employee Assistance Programs which are operated in accordance with applicable laws, regulations, and guidelines. The Association agrees to support this program and to encourage unit employees to seek early assistance, as necessary, in cases of alcoholism and drug abuse.

The Employer shall notify unit employees of the existence of the Employee Assistance Program annually.

The Employer shall take reasonable steps to ensure that the unit employee's right to privacy is recognized.

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

ARTICLE 40 - DISABILITY RETIREMENT

Section 1.

Disability retirement is a benefit provided to protect the unit employee who is no longer employable in his/her position at the current grade or pay level because of a service deficiency caused by disease or injury. When there is a basis for removing the unit employee from his/her position through separation because of such a medical condition, the unit employee should consider filing for disability retirement.

Section 2.

The employee's application for disability retirement will be processed by the Employer in accordance with applicable Office of Personnel Management (OPM) regulations.

Section 3.

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

Section 4.

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

ARTICLE 41 - PERSONAL INJURY IN PERF'ORMANCE OF DUTY

The Federal Employees' Compensation Act (FECA) provides compensation and medical care for all unit employees who are disabled due to personal injuries and/or disease sustained while in the performance of duty. The Employer shall take steps to ensure that the servicing civilian personnel office provides counseling with regard to the rights and benefits of all unit employees under FECA.

ARTICLE 42 - HEALTH CARE

Section 1.

The Employer shall coordinate with the Military Departments in an effort to ensure that the unit employees receive the same level of health care as is provided to other civilian personnel of the Host Military Installation.

Section 2.

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

Section 3.

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

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

ARTICLE 43 - DAMAGE OR LOSS *OF* PROPERTY

Section 1.

Unit employees shall make every reasonable effort to maintain security within the classroom to reduce theft.

Section 2.

A unit employee shall report in writing any loss, damage, or destruction of school property to the Employer upon becoming aware of such loss, damage, or destruction.

Section 3.

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

ARTICLE 44 - DUES WITHHOLDING AGREEMENT

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

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

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

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

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

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

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

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

ARTICLE 45 - DEBT COLLECTION ACT PROCEDURES

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

ARTICLE 46 - UNIT EMPLOYEE WORKDAY

Section 1.

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

Section 2.

It is recognized that unit employees are expected to perform additional preparational and professional tasks necessary to the completion of their work. This work may be performed either at the school site or elsewhere.

Section 3.

Prior to changing the normal workday, the Employer shall afford the Association the opportunity to negotiate the changes in accordance with Article 7.

ARTICLE 47 - HOUSING AND HOUSING ALLOWANCES

Section 1.

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

Section 2.

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

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

- A. Storage of household goods:
- B. Provision of appliances and/or furniture: or
- C. Partial shipment of household goods.

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

When a unit employee entitled to housing at Government expense is required to pay fees (absent other options) for the care or cleaning of the assigned housing, such fees shall be reimbursed to the unit employee.

Section 7.

The Employer shall provide a unit employee entitled to housing at Government expense either housing which meets the minimum standards of adequacy established by appropriate military departments or, when such housing is not available, a living quarters allowance.

ARTICLE 48 -TRAVEL

Section 1.

In the event a unit employee is directed to travel in the performance of assigned duties, the Employer shall arrange transportation at Government expense, or the unit employee shall be authorized the option of using his/her privately owned vehicle (POV) and/or commercial travel, and shall be reimbursed for travel costs in accordance with the Federal Travel Regulations.

Section 2.

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

B. The Employer may provide Government transportation and transient Government facilities for employee attendance at a meeting of a technical, professional, scientific, or other similar organization for which an employee has been authorized by the Employer to attend in a duty or non-duty status.

Section 3. (Reserved)

Section 4. (Reserved)

Section 5.

Unit employees who are eligible for Renewal Agreement Travel (RAT) shall have the option of:

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

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

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

Unaccompanied travel for dependents.

Section 6.

Unit employees shall be authorized renewal agreement travel (RAT) during summer recess periods upon completion of their prescribed tour of duty under their transportation agreement. Completion of one hundred seventy-five (175) days in a pay status constitutes a school year for the purposes of RAT.

Section 7.

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

Section 8.

Travel authorization may be based upon a unit employee's place of residence in the United States in accordance with the Joint Travel Regulations in effect as of September 18, 1989.

ARTICLE 49 - OVERSEAS ALLOWANCES

Section 1.

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

Section 2.

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

A unit employee eligible for a quarters allowance who is married to, and residing at the post with, a member of the military service of the United States may be granted the "without family" rate if the spouse in the military draws a quarters allowance. If the spouse in the military draws no rent allowance, the employee may be granted the "with family" rate plus increments for additional members of the family, except that no payment shall be made to the spouse of the member of the military service if the spouse resides with the member of the military service in Government-owned or leased quarters.

Section 3.

All unit employees, otherwise eligible, shall be authorized the maximum weight allowance permitted by law and government-wide regulations for the shipment of household and professional goods during movement under Permanent Change of Station Orders. A maximum of 350 lbs. per family member, 175 lbs. for dependents under 12 years of age, with a maximum family rate of 1000 lbs., shall be authorized for the shipment of unaccompanied goods. In the event of a change in weight allowances, either side may request negotiations.

Section 4.

All unit employees, otherwise eligible, shall be authorized the maximum weight allowance permitted by law and government-wide regulations for the shipment of household goods and professional goods during movement under Renewal Agreement Travel Orders. A maximum of 100 lbs. per family member shall be authorized for the shipment of unaccompanied goods. In the event of a change in weight allowances, either side may request negotiations.

Section 5.

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

- A.** Spouse, excluding a spouse entitled to and receiving a similar allowance;
- B.** Children who are unmarried and under 21 years of age or, regardless of age, include, are incapable of self-support. The term shall in addition to natural offspring, step and adopted children and those under legal guardianship of the employee or the spouse when such children are expected to be under such legal guardianship at least until they reach 21 years of age and when dependent upon and normally residing with the guardian;
- C.** Parents (including step and legally adoptive parents) of the unit employee or of the spouse, when such parents are at least 51 percent dependent on the employee for support:
- D.** Sisters and brothers (including step or adoptive sisters, or step or adoptive brothers) of the unit employee or of the spouse, when such sisters and brothers are at least 51 percent dependent on the employee for support, unmarried and under 21 years of age or, regardless of age, are incapable of self-support;
- E.** When determined by the Head of Agency to be in the interest of the Government, a father, mother, brother, sister, son or daughter, regardless of age or dependency, who acts as the official hostess or equivalent for a unit employee who has no spouse residing with him or her at the post.

Section 6.

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

ARTICLE 50 - SUBSTITUTES

Section 1.

The parties agree that when unit employees are absent from duty, the use of substitutes is appropriate to help ensure that unit employees' duties are carried out. Substituting on a regular basis is not considered as part of a unit employee's normal duties. If such duty is required and results in the loss of scheduled preparation time or otherwise causes additional work beyond the duty day on a regular basis for an individual or group of unit employees, then impact bargaining may be proposed by the Association at the appropriate level.

Section 2.

The type and number of substitutes, as well as the circumstances for which substitutes are used, will be determined by the Employer.

ARTICLE 51 - PUPIL GRADES

Section 1.

A unit employee may establish his/her own grading system. In such cases, the unit employee is responsible for translating the grading system to the Employer's. The unit employee's record of grades shall contain a key for translating his/her system to the established grading system in use.

Section 2.

Students' grades may be requested for review and approval by the Employer before grade reports are distributed to students or parents.

Section 3.

In the event that any grade is challenged, the unit employee shall explain and justify the grade assigned.

Section 4.

If the Employer takes action to change a student's grade without the consent of the affected unit employee or directs the unit employee to change a grade, a written statement from the Employer shall be provided to the employee, stating that the change in grade and/or the passing or failing of the student was done at the discretion of the Employer.

ARTICLE 52 - DISTRIBUTION OF THE AGREEMENT

The Employer shall arrange for the printing and distribution of a copy to each member of the bargaining unit. Employees new to the bargaining unit shall be given a copy of the Agreement. Costs of such printing and distribution shall be borne by DoDDS.

ARTICLE 53 - DURATION AND SUCCESSOR AGREEMENT

Section 1.

This Agreement shall remain in full force and effect for three (3) years from September 18, 1989. Either party may give written notice to the other not earlier than one hundred and five (105) days or later than sixty (60) days prior to the anniversary date of the last year of this Agreement. If neither party serves notice of its intent to renegotiate this Agreement, the Agreement shall be automatically renewed for one (1) year periods. The present Agreement shall remain in full force and effect during the renegotiation of said Agreement and until such time as a new Agreement is effective.

Section 2.

When a negotiability appeal which arises out of the negotiations of this Agreement has been decided by the appropriate authority, upon request of the Association, the parties shall negotiate on the issues raised in the negotiability appeals procedure within sixty (60) days of the final decision. Agreements reached or settlements imposed shall become addenda to the Agreement.

Section 3.

Proposals concerning compensation outside the duty day have been suspended by the Association pending final judicial review. The Association may upon final adjudication request bargaining on those issues. If requested by the Association, the parties shall negotiate at the National level within sixty (60) days of a decision becoming final. Agreements reached or settlements imposed shall become addenda to this Agreement.

Section 4.

In the event the Employer appeals or fails to implement any provision of this Agreement, all other provisions will be implemented. Provisions of the prior Agreement shall remain in full force and effect during the appeal or failure to implement a similar provision of this Agreement.

Section 5.

Bargaining under Article 7 or Article 53 shall begin within sixty (60) days after written proposals are received by the Employer or the Association at the appropriate level. If an agreement has not been reached within forty-five (45) days after bargaining commences, the parties will mutually request the services of FMCS. The parties may mutually agree to extend or shorten the time limits specified under this section. If no agreement is reached within seven (7) days after mediation begins, bargaining shall be considered to be at impasse, and the parties will mutually request the services of the FSIP to resolve the impasse.

Summer recess will stay the time unless mutually agreed otherwise. The foregoing Negotiated Agreement Between the Department of Defense Dependents Schools and the Overseas Education Association is executed effective September 18, 1989.

Jack Rollins, President
Overseas Education
Association

John L. Stremple, Director
Department of Defense
Dependents Schools

INDEX TO THE 1989 ORA/DODDS NEGOTIATED AGREEMENT

SUBJECT PAGE

Absence Without Leave	55
Accumulation of leave	54
Administrative Reemployment Rights	70
Adverse Action	39
Adoption Leave.....	55
Any Purpose Leave	55
Arbitration Procedures	34
ARR	70
Asbestos, Notification of Presence	46
Association/DoDDS Cooperation.....	9
AWOL	55
Bomb Threat	7
Bulletin Board, Association	48
Certification/Recertification	74
Child Care Centers	68
Community Environment	50
Commuting, Duty to Inform Employees	7
Compassionate Transfer	24
Conditions of the Agreement.....	2
Consultations, Regional/National level	9
Damage or Loss of Property	84
Debt Collection Act/Procedures	86
Department Chairpersons	66
Development of New/Special Programs	73
Disability Retirement	81
Disability, Temporary Assignment	7
Disciplinary/Adverse Action	39
Discipline, Student	52
Disruptions, Duty to Minimize	7
Distribution of the Agreement	52
Dress and Appearance	77
Dues Withholding	85
Duration and Successor Agreement.....	97
Early Departure	57
Education/Training Opportunities	69
Employee Assistance Program	81
Employee Rights	4
Employee Workday	87
Equipment, Association use of	48
Excused Absence	58
Extracurricular Activities	64

Facilities, Official	48
Facilities, School	46
Faculty Lounges	8
FRS (Faculty Representative Spokesperson) Official Time	12
Files, Personal	4
Fire Drills	7
Fitness for Duty Exam	8
Formal Discussions	3
General Administrative Procedures	7
Government-Wide Regulations	1
Grade Equivalency	79
Grade Level and Department Chairpersons	66
Grades, Pupil.....	95
Grievance Procedure	31
Group Grievance	35
Handicap, Duty to Accommodate	47
Health and Safety Problems	46
Health Care	83
Housing/Housing Allowances	88
Identification Cards	78
Immunizations	83
Incentive Awards	9
Information, Duty of Employer to Provide	2
Inservice Education	72
Investigations	3
Initiating/Processing ULPs.....	15
Involuntary Reassignments	26
JCCs	9
Late Arrival	57
Leave	54
Leave Without Pay	58
Levels of Communication	10
Living Quarters Allowances	88
Mail Delivery.....	7
Management Rights	6
Military Grade Equivalency	79
Negotiations over Association Proposed Changes in Working Conditions	19
Negotiations over Management Proposed Changes in Working Conditions	16
New Programs	73
Nondiscrimination	51
Official Time	12
Overseas Allowances	92

Parking	48
Passports/Visas/Identification Cards.....	78
Paternity Leave	54
Paychecks	4
Pay Retention	62
Pay Setting Practices	61
Performance Appraisal System	42
Permissive Travel Orders	3
Personal Injury in Performance of Duty	82
Personnel Files.....	4
Position Description	53
Preamble	1
Promotion, Temporary	67
Property Damage	84
Pupil Grades	95
Qualifications	69
Recertification	74
Reduction in Force	27
Reemployment Rights Agreement	71
Regulations, Access to	2
Regulations, Availability	2
Relationship to Laws	2
Removal of Employee	40
Representation, Association right to appoint.....	10
Representation, Association at formal discussions.....	3
Representation, Employee's right to	9
Request for Leave	54
Request for Official Time	14
RIF	27
Retirement, Disability	81
School Closures	57
Security of Classrooms.....	46
Special Programs	73
Staffing Procedures	20
Student Discipline	52
Substitutes	94
Summer Attendance at an Accredited College/University.....	69
Suspensions	39
Teacher Leave	54
Temporary Assignment	7
Temporary Promotions	67
Tour of Duty	76
Training, Official Time	13
Training Opportunities	69
Transfer Program	21

Travel	90
Tuition Assistance	69
Unacceptable Performance	43
Use of Official Facilities	48
Use of School Facilities	46
Unfair Labor Practices	15
Unit Employee Workday	87
Visas	78
Withdrawal of Leave Request	55
Witnesses	59
Workday	87
Worker's Compensation	82