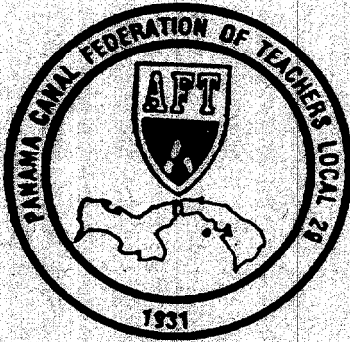


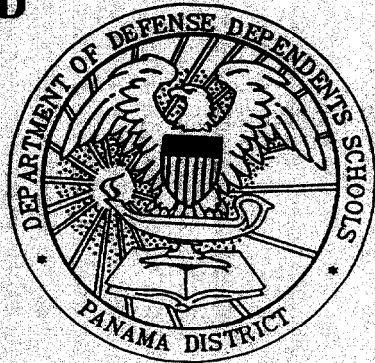
**NEGOTIATED AGREEMENT BETWEEN**



**THE  
PANAMA CANAL  
FEDERATION OF  
TEACHERS  
LOCAL 129**

**AND**

**DEPARTMENT OF  
DEFENSE  
DEPENDENTS  
SCHOOLS  
PANAMA DISTRICT**



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## **PREAMBLE**

**WHEREAS**, the Congress finds that experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them, safeguards the public business, and facilitates and encourages the amicable settlement of disputes between employees and their employers involving conditions of employment, and

**WHEREAS**, the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government, and

**WHEREAS**, the Parties agree that teachers are an integral part of the DoDDS-Panama District. To this end the Parties will agree to negotiate and administer this contract with the recognition that it is the purpose of Chapter 71, Title 5, United States Code (USC) to prescribe certain rights and obligations of the employees of the DoDDS-Panama District and to establish procedures which are designed to meet the special requirements and needs of the DoDDS-Panama District.

**NOW THEREFORE**, this Agreement is made and entered into by and between the Department of Defense Dependents Schools (DoDDS) - Panama District, hereinafter referred to as "Management" or "DoDDS-Panama" and the Panama Canal Federation of Teachers (PCFT), certified in accordance with Certification of Representative, Case No. 6-RO-10005, dated May 20, 1992, hereinafter referred to as the "Union" or "PCFT."



## ARTICLE I

### RECOGNITION AND UNIT DESIGNATION

#### Section 1.

Management recognizes the Union as the exclusive representative of all employees of the unit described in the Certification of Representative certified by the Federal Labor Relations Authority in Case No. 6-RO-10005, May 20, 1992. The certified unit includes all nonsupervisory professional school-level personnel employed by the Department of Defense Dependents Schools, Panama District, excluding all non-professional employees, substitute teachers, management officials, supervisors, and employees described in Section 7112(b)(2), (3), (4), (6), and (7) of Chapter 71 of Title 5, USC.

#### Section 2.

Upon the establishment of a new school or the assumption of operating responsibilities for another school or schools, the PCFT's recognition will be extended to those schools only in accordance with 7111 and/or 7112 of Chapter 71 of Title 5, USC.

**ARTICLE II**  
**DEFINITIONS**

Section 1.

The following is a list of terms which appear in the Agreement and the intent is to assist in understanding the Agreement. The definitions do not limit or commit either Party in the administration or application of this Agreement.

Section 2.

A. Person means an individual, labor organization, or agency.

B. Employee means an individual -

(1) employed in an agency; or

(2) whose employment in an agency has ceased because of any unfair labor practice under Section 7116, and who has not obtained any other *regular* and substantially equivalent employment as determined under regulations prescribed by the Federal Labor Relations Authority; but does not include:

(a) a member of the uniformed services;

(b) a supervisor or a management official;

(c) an officer or employee in the Foreign Service of the United States employed in the Department of State, the Agency for International Development, or the International Communication Agency; or

(d) any person who participates in a strike in violation of Section 7311 of Title 5, USC.

C. Labor Organization means an organization composed in whole or in part of employees, in which employees participate and pay dues, and which has as a purpose the dealing with an agency concerning grievances and conditions of employment, but does not include:

(1) an organization which, by its constitution, bylaws, tacit agreement among its members, or otherwise, denies membership because of race, color, creed, national origin, sex, age, preferential or nonpreferential civil service status, political affiliation, marital status, or handicapping condition;

(2) an organization which advocates the overthrow of the constitutional form of government of the United States;

(3) an organization sponsored by an agency; or

(4) an organization which participates in the conduct of a strike against the Government or any agency thereof or imposes a duty or obligation to conduct, assist, or participate in such a strike.

D. Dues means dues, fees, and assessments.



E. Authority means the Federal Labor Relations Authority described in Section 7104(a) of Title 5, USC.

F. Panel means the Federal Service Impasses Panel described in Section 7119(c) of Title 5, USC.

G. Collective Bargaining Agreement means an agreement entered into as a result of collective bargaining pursuant to the provisions of Chapter 71, Title 5, USC.

H. Supervisor means an individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances or to effectively recommend such action if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment, except that, with respect to any unit which includes firefighters or nurses, the term “supervisor” includes only those individuals who devote a preponderance of their employment time to exercising such authority.

I. Management Official means an individual employed by an agency in a position the duties and responsibilities of which requires or authorize the individual to formulate, determine, or influence the policies of the agency; and at the local school/college level is normally the Principal/Dean.

J. Collective Bargaining means the performance of the mutual obligation of the representative of an agency and the exclusive representative of employees in an appropriate unit in the agency to meet at reasonable times and to consult and bargain in a good-faith effort to reach agreement with respect

to the conditions of employment affecting such employees and to execute, if requested by either Party, a written document incorporating any collective bargaining agreement reached, but the obligation referred to in this paragraph does not compel either Party to agree to a proposal or to make a concession

K. Conditions of Employment means personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions, except that such term does not include policies, practices, and matters:

(1) relating to political activities prohibited under Subchapter III of Chapter 73 of Title 5, USC;

(2) relating to the classification of any position; or

(3) to the extent such matters are specifically provided for by Federal statute.

L. Professional Employee means:

(1) an employee engaged in the performance of work -

(a) requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital (as distinguished from knowledge acquired by a general academic education, or from an apprenticeship, or from training in the performance of routine mental, manual, mechanical, or physical activities);

(b) requiring the consistent exercise of discretion and judgment in its performance;

(c) which is predominantly intellectual and varied in character (as distinguished from routine, mental, manual, mechanical, or physical work); and

(d) which is of such character that the output produced or the result accomplished by such work cannot be standardized in relation to a given period of time; or

(2) an employee who has completed the courses of specialized intellectual instruction and study described in subparagraph (1)(a) of this paragraph and is performing related work under appropriate direction or guidance to qualify the employee as a professional employee described in subparagraph (1) of this paragraph.

M. Exclusive Representative means any labor organization which -

(1) is certified as the exclusive representative of employees in an appropriate unit pursuant to Section 7111 of Title 5, USC; or

(2) was recognized by an agency immediately before the effective date of this chapter as the exclusive representative of employees in an appropriate unit -

(a) on the basis of an election, or

(b) on any basis other than election, and continues to be so recognized in accordance with the provisions of Chapter 71, Title 5, USC

N. Bargaining Unit Members are all non-supervisory professional school level personnel employed by DoDDS-Panama; excluding all nonprofessional employees, substitute teachers, management officials, supervisors, and employees described in Section 7112(b)(2), (3), (4), (6), and (7) of Title 5 USC.

O. Emergency means an unforeseen combination of circumstances which normally calls for immediate action

P. The OPF is the Official Personnel Folder (SF 66) maintained by the servicing Civilian Personnel Office.

Q. Service Computation Date (SCD) - the date reflecting an employee's creditable service as prescribed in the Federal Personnel Manual.

R. Building Representative - the Chief Spokesperson designated by the Union as the point of contact for all matters of Union/Management concerns at the school level.

S. The PCFT Union President (or designee) is the individual who will serve as the Chief Spokesperson for the Union in DoDDS-Panama.

T. School Level Teacher Files - those files maintained on teachers at the school/college level.

U. District Level Teacher Files - those files maintained on teachers at the district level.

V. IEP - a written statement for a handicapped child that is developed in accordance with DoD Instruction 1342.12.

W. Seniority - as used in this contract is computed using the service computation date (defined in Subsection Q).

### **ARTICLE III**

#### **EMPLOYEE RIGHTS AND OBLIGATIONS**

##### Section 1.

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 each employee shall be protected in the exercise of such right. Except as otherwise provided under Chapter 71 of Title 5, USC, such right includes the right:

(1) to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and

(2) to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under Chapter 71 of Title 5, USC

B. In accordance with Title 5, USC 7116, Management will not interfere with, restrain, or coerce any employee in the

exercise by the employee of any right under Chapter 71 of Title 5, USC, nor will Management encourage or discourage membership in any labor organization by discrimination in connection with hiring, tenure, promoting or other conditions of employment.

#### Section 2.

Any member of the bargaining unit may bring matters of individual concern to the attention of their immediate supervisor. This procedure is intended to result in attempts to resolve work related problems at the lowest level of supervision. It is understood that unit employees may have a need to telephone or correspond with staff personnel within DoDDS to gain information related to their employment; however, when attempting to resolve a problem, the appropriate chain of command should be followed.

#### Section 3.

Nothing in this contract requires teachers to become or remain members of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a teacher for the payment of dues through payroll deductions.

#### Section 4.

Employees of the bargaining unit shall be given the right to request representation as established under Title 5, USC 7114(a)(2)(B).

Section 5. Employees have special obligations/accountability under applicable law as it applies to DoD civilians, the Code

of Conduct, and appropriate regulations in discharging their duties in essentially military communities in an overseas area. Questions regarding the interpretation of fulfillment of these obligations may be presented to the immediate supervisor for clarification or referral.

#### Section 6.

Any employee in the unit who is a designated representative of a deceased employee's survivor will be provided guidance and assistance by Management in accordance with applicable Federal rules and regulations.

#### Section 7.

An employee has the right to be represented by an attorney or other representative, other than the Union, of the employee's own choosing, in any grievance or appeal action or exercising grievance or appellate rights established by law, rule or regulation except in the case of the grievance or appeal procedure negotiated in this Agreement.

Section 8. Reasonable efforts will be made to include unit members in the decision(s) on how to effect school improvement initiatives.

**ARTICLE IV**  
**UNION RIGHTS AND OBLIGATIONS**

Section 1.

Union Representatives shall be free from unlawful restraint, interference, coercion, or discrimination in the responsible exercise of their right to serve as representatives for the purpose of collective bargaining, handling grievances and appeals, or other actions as provided for in this Agreement and Chapter 71 of Title 5, USC.

Section 2.

The Union recognizes its responsibility to represent the interest of all employees in the bargaining unit without discrimination and without regard to Union membership.

Section 3.

The Parties recognize the desirability of improving communications, improving morale, and for improving working conditions, thereby making DoDDS-Panama a better place to teach

Section 4.

The Union will provide Management with a list of Union Officials and Representatives. This list will be provided to Management in sufficient time for Management to comply



with the provisions of Article V, Section 9 of this contract. Management will distribute the list to all appropriate Management Officials who will use it in the administration of this Agreement.

Section 5.

The PCFT shall be given the opportunity to be represented at any formal discussion 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 condition of employment. Conditions of employment are defined in Article II, Section 2, Subsection K. The provisions of this Section apply at the school and district level.

Section 6.

The Union is charged with the responsibility to perform and discharge the duties and obligations which may be properly assigned to it under the terms of this contract or Chapter 71 of Title 5, USC, and all other present and future pertinent laws and regulations.

Section 7.

Management agrees to furnish the Union, upon request, to the extent not prohibited by law, data which is normally maintained by Management in the regular course of business which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining, and which does not constitute guidance, advice, counsel, or training provided for management of officials or supervisors, relating to collective bargaining.

## Section 8.

The Union by Title 5, USC 7114(a)(1) and (2)(A), is afforded the following statutory rights:

(a)(1). A labor organization which has been accorded exclusive recognition is the exclusive representative of the employees in the unit it represents and is entitled to act for, and negotiate collective bargaining agreements covering, all employees in the unit. An exclusive representative is responsible for representing the interests of all employees in the unit it represents without discrimination and without regard to labor organization membership.

(a)(2). An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at:

(A) any formal discussion 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 condition of employment.

## Section 9.

Management recognizes the Union's right to reasonable access to bargaining unit members. The Union recognizes Management's right to conduct its operations without undue interference. In this regard, the following procedure will be followed:

A. Union Representatives on official labor management business will first seek permission of the school Principal or designee to enter on school grounds. In seeking permission, the following information will be provided:

(1) General purpose of intended visit (i.e. grievance, adverse action, etc.),

(2) the person(s) to be contacted, and

(3) the approximate time to be spent conducting such business.

B. Upon receipt of such request, the Principal will not unreasonably deny the Union Representative access to bargaining unit members. To facilitate the process, the Principal will coordinate the time and place of the meeting.

C. The criteria for setting the time for the meeting will be based on whether the desired time interferes with the school operations, specifically instructional time. The duty status of individuals conducting labor-management business under the provisions of this section will be in accordance with the provisions of Article XI, Section 2 of this Agreement.

#### Section 10.

Consistent with Government policy and regulations, the Employer will request 24-hour access to all posts on which DoDDS-Panama schools are located for unit personnel officially designated by PCFT as Union Representatives. The Union will have the responsibility for obtaining appropriate credentials, passes, and other documentation for representatives who are not unit employees.

### Section 11.

The PCFT will be given the opportunity to represent any employee in the unit who is to be examined in connection with an investigation if: (1) the employee reasonably believes that the examination may result in disciplinary action against the employee and (2) the employee requests representation. The meeting will be scheduled to provide opportunity for notification to PCFT.

### Section 12.

Benefits by applicable laws and/or regulations will not be denied because of exclusion from this Agreement.

### Section 13.

A. The PCFT recognizes that it would be violative of law and for the purposes of Chapter 71, Title 5, USC, it shall be an unfair labor practice for the PCFT to call, or participate in a strike, work stoppage, or slowdown, or picketing of an agency in a labor-management dispute if such picketing interferes with an agency's operations, or to condone any of these activities.

B. Informational picketing is defined as picketing which is conducted on non-duty time in a manner which does not interfere with DoD operations. Consistent with this subsection the Employer affirms the right of the Union to engage in informational picketing.

**ARTICLE V**  
**MANAGEMENT RIGHTS AND OBLIGATIONS**

**Section 1.**

In the administration of all matters covered by this Agreement, both Parties are governed by existing and future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual, by published agency policies and regulations in existence at the time the Agreement was approved, and by subsequently published agency policies and regulations required by law or by the regulation of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

**Section 2.**

Management retains the following rights:

A. Subject to subsection (b) and (c) of this section, nothing in this Agreement shall affect the authority of any Management official of any agency

(1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

(2) in accordance with applicable laws

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

(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 Agreement shall be interpreted or construed in any manner to conclude that Management has agreed to negotiate its right to determine 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.

C. Nothing in this Agreement shall preclude the Parties from negotiating

(1) procedures which Management will observe in exercising any authority under this Section; or

(2) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by Management.

D. When exercising the rights described in Section 2-A., Management affirms its commitment to treating and respecting all employees as professionals who are equally committed to providing a quality educational program.

Section 3.

Management shall not unlawfully impose any restraint, interference, coercion, or discrimination against the designated Union Representative in the responsible exercise of their right to serve as representatives for the purpose of collective bargaining, handling grievances and appeals, or other actions as provided for in this Agreement.

Section 4.

Management is charged with the responsibility to perform and discharge the duties and obligations which may be properly assigned to it under the terms of this contract, Chapter 71 of Title 5, USC, and all other present and future pertinent laws and regulations.

Section 5.

Management will provide the Union a listing of unit members and school assignment at the beginning of the school year. This list will be furnished prior to 15 September of each school year.

Section 6.

Management agrees that bargaining unit members may have reasonable access to ODS and DoDDS-Panama regulations maintained at the school level. In addition, Management will

place the Union on the distribution list for regulations received by and issued at the DoDDS-Panama District Level and any listing of ODE Personnel Center personnel. In the context of this Section, “reasonable access” means that the regulations will be maintained outside the Principal’s personal office.

#### Section 7.

Following final approval of this Agreement and within a reasonable period of time, all unit employees will be provided a copy of the Agreement. New employees will be provided a copy of the Agreement within a reasonable period of time after the date they begin work. All copies shall be provided at the expense of the Employer.

#### Section 8.

Management retains the responsibility for all the various aspects of the District and school operations, including teacher orientation.

#### Section 9.

The Principal of each school in the unit will introduce the PCFT designated Building Representative during the first faculty meeting of the school year. After the formal close of any faculty meeting in which all of the unit members of a school are required to be in attendance, and upon request, the PCFT Building Representative will be permitted up to five minutes for the purpose of making general announcements. The school administrator(s) and unit members will not be required to remain during this time.



## **ARTICLE VI**

### **UNION/MANAGEMENT COMMUNICATION**

#### Section 1.

The Parties agree that every effort should be made to resolve disputes between Management and the Union at the level of origin.

#### Section 2.

For issues elevated by the Union to the District level, the District Labor Relations Officer should be contacted for an initial attempt to seek resolution. If the Union feels that a meeting with the Superintendent may be necessary, the Union may call for an appointment.

## **ARTICLE VII**

### **UNION/MANAGEMENT MEETINGS**

#### Section 1.

##### School Level

The Parties agree that the designated Building Representative and one other member from that school may meet with his/her school principal and one other Management representative monthly for the purpose of discussing joint labor management issues.

Either Party may request meetings more frequently than monthly; however, mutual concurrence of the Parties will be required for holding each additional meeting. Normally, the Parties will exchange an agenda for all scheduled meetings at least five working days prior to the scheduled meeting. Each Party will be responsible for keeping its own minutes of the meeting.

## Section 2.

### District Level.

The Union President and three employee representatives may meet with the Superintendent, or designee, and three Management representatives once per calendar quarter for the purpose of discussing joint labor management issues.

Either Party may request additional meetings; however, mutual concurrence of the Parties will be required for holding the additional meeting. The purpose of the request for the additional meeting will be provided by the requesting Party. The Union and the Superintendent will exchange agendas for the meeting not later than 15 calendar days prior to the scheduled meeting. The Superintendent and the Union may submit additional items they may desire to discuss at the meeting not later than seven calendar days prior to the scheduled meeting. Each Party will be responsible for their own minutes.

## **ARTICLE VIII**

### **QUESTIONNAIRES, SURVEYS, AND POLLS**

Management may communicate directly with unit employees concerning personnel policies and practices and conditions of employment so long as the purpose of the communication is to gather information and is neither an attempt to bypass the Union, nor to threaten or to promise benefits to employees. A copy of each document transmitted to employees will be transmitted to the Union prior to transmittal to employees.

## **ARTICLE IX**

### **UNION REQUEST FOR INFORMATION**

#### **Section 1.**

Oral requests for appropriate information from the Union to Management shall normally be responded to with oral replies. All requests for written information shall be in writing on Union letterhead and be identified as specifically as possible. Responses to written requests will be in writing. Union Building Representatives will request information from Principals not the District office. Written requests for information from the District office will be addressed to the Superintendent by the Union President or designee. Appropriate information may include information concerning personnel policies, practices and matters affecting working conditions of the bargaining unit.

Section 2.

Information may be requested under the provisions of the 5 USC 7114 (b)(4). Information protected by the Privacy Act will not be released except as authorized by the Privacy Act.

Section 3.

Data which is normally maintained by the agency in the regular course of business which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining and which does not constitute guidance, advice, counsel, or training provided for Management officials or supervisors, relating to collective bargaining will, upon request, be furnished, at no cost, to the Union.

**ARTICLE X**

**IMPACT AND IMPLEMENTATION BARGAINING**

Section 1.

In order to facilitate communications between the Union and Management, Management will honor its obligation to give notice to the Union and an opportunity to request bargaining prior to implementing any change in personnel policies, practices, and general working conditions.

Section 2.

Management will provide the Union with a copy of the proposed new policy or change for review and comment or advise the Union if no written document will be used. The Union shall have five (5) workdays from date of receipt of the proposal to request negotiations. If, after five (5) workdays, a request to negotiate has not been received from the Union, Management may implement the new change.

Section 3.

An initial non-negotiation session will be held, upon request by the Union, within five (5) workdays of receipt by Management of the Union's request for negotiation at which time Union and Management will discuss the proposed change(s).

Section 4.

If negotiations are requested, the Union will submit written counterproposals within ten (10) workdays after receipt of Management's proposed change or ten (10) workdays after the meeting conducted under Section 3, whichever is later.

Section 5.

A. The Parties agree to commence negotiations within ten (10) workdays following Management's receipt of the Union's counterproposal.

B. If any negotiations under this Article are, at the direction of Management, conducted at a location outside Panama, the Union will be authorized reasonable official time,

travel, and per diem to the extent authorized under the Joint Travel Regulations, Volume II, for one unit member. When both parties are in agreement, additional unit members may be authorized official time, travel and per diem

Section 6.

Should a dispute between the Parties occur over negotiability of a matter, or the Parties cannot agree on negotiable items, request for a determination may be made in accordance with the Act.

Section 7.

Proposed changes which are negotiable under provisions of this Agreement shall not be effected until Impact and Implementation bargaining has been completed unless the Employer is permitted to effect the change by applicable law, FLRA case decisions, or rules and regulations of appropriate authorities. The fact that implementation of a change is required shall not, of itself, negate the right of the Union to engage in Impact and Implementation bargaining.

**ARTICLE XI**

**OFFICIAL TIME**

Section 1.

Official time for negotiations will be authorized consistent with Title 5, USC 7131(a).

## Section 2

Reasonable amounts of official time will be granted to unit employees during the duty day for the preparation and presentation of the functions covered by Title 5, USC 7131(d). It is the intent of the Parties to make reasonable efforts to conduct meetings and/or pursue grievances during periods of time that would not unduly interrupt the educational process.

## Section 3.

Request for use of official time will include the following:

A. Purpose of request.

B. Amount of time requested.

C. If the request is to perform representational duties at a DoDDS-Panama facility, other than to the one he/she is assigned, a statement that permission has been obtained in accordance with Section 9, Article IV, of this Agreement.

D. The name(s) of any supervisor(s) or employee(s) to be visited.

E. If the itinerary of the representative changes, approval for the change will be requested from the supervisor. Such request will include the same procedures as the original request (specified above). In the event work circumstances preclude the Union representative's absence at the requested time, the supervisor will designate a time within a reasonable period that the representative may leave, providing that the above arrangements have been made for

that time. The Union representative will advise his/her supervisor immediately upon his/her return to duty.

#### Section 4.

Management agrees to adjust the Union President's schedule to allow for the second half of the duty day as instruction-free official time. One period of the instruction-free official time will be the Union President's recognized preparation period. Additionally, seven duty days per school year shall be granted as official time for the Union Resident or designee. This official time shall be requested in accordance with Section 3 and shall be used for the purpose of performing representational functions authorized by Chapter 71 of Title 5, USC

#### Section 5.

One day of official time will be granted to one unit member from each of the schools and the college for contract training. In addition, two unit members will be granted two days official time to prepare for and to present the training. This training will be presented during the first two months of the date the contract is printed and distributed. The specific dates for which official time will be granted are subject to mutual agreement.

#### Section 6.

The Union recognizes that official time will not be granted for the conduct of internal Union business as defined in section 7131 of the Act. All FLRA and court interpretations of internal Union business will apply.





## **ARTICLE XII**

### **MAIL PRIVILEGES**

#### **Section 1.**

The Union will have exclusive access to existing teacher mail boxes at all schools in DoDDS-Panama District for the distribution of Union or employee-organization literature. Such literature will not be placed in the boxes during duty hours. It is understood that the Employer may distribute information leaflets, forms, etc, concerning health benefit plans and seminars, educational initiatives, etc., which may have Union sponsorship or involvement.

#### **Section 2**

The Union will be responsible for the control of the literature placed in these boxes by the Union. The literature will not violate U.S. postal regulations.

#### **Section 3.**

The Union discourages the reading of Union literature in the hallways and classrooms of the schools during duty hours.

#### **Section 4.**

The use of subject mail boxes by the Union is not intended to indicate approval by Management of the reading or discussion of internal Union business during normal duty hours.

**ARTICLE XIII**  
**SUBSTITUTE TEACHERS**

Section 1.

Management will give consideration to the request of a bargaining unit member for the use of a particular fully qualified substitute in the approved absence of that member.

Section 2.

When a teacher must be absent for a prolonged period of time, Management will consider using the same substitute to cover the absence when Management determines that this would be in the best interest of the educational process.

Section 3.

All bargaining unit members provide important educational services. When any bargaining unit member is absent, the use of a substitute may be an appropriate means of helping to assure that the absent employee's duties are carried out.

Section 4.

Although substituting is not normally considered as part of a unit member's duties, such duties may be assigned when deemed necessary by Management.

## **ARTICLE XIV**

### **NTE'S**

#### Section 1.

As provided for in DoD Directive 1400.13, a fully qualified educator appointed in an overseas area to a part or full-time position and who has not served at least eight (8) calendar months during the last or previous school years in a part or full-time position with the DoD Overseas Dependents' Schools System will be given a temporary limited appointment, not to exceed the end of the school year in which appointed. Upon satisfactory completion of a cumulative period of eight (8) calendar months during one or more school years in a part or full-time position with the DoD Overseas Dependents' Schools System, the educator may be selected for conversion to an Excepted Appointment-Conditional at the end of the current school year.

#### Section 2,

NTE's (full or part-time) are eligible to sponsor extra-duty activities.

## **ARTICLE XV**

### **PART-TIME TEACHERS**

#### Section 1.

Part-time teachers may be considered as sponsors for extra curricular activities on the same basis as full time teachers.

Section 2.

Part-time teachers may volunteer to attend in-service training outside of their normal duty day in a non-pay status.

**ARTICLE XVI**

**POSITION DESCRIPTION AND CLASSIFICATION**

Section 1.

The position description is a statement of basic duties and responsibilities assigned to an employee. The position description reflects the duties, responsibilities and supervisory control in order to classify the job and properly assign title, series and grade to each position. Standardized position descriptions may be used where the description accurately describes the duties and responsibilities to be performed.

Section 2.

When the term “such other duties as may be assigned” or its equivalent is used in a position description, the term is mutually understood to mean “tasks that are normally related to the position or are of an incidental nature.”

Section 3.

Each employee is entitled to receive one copy of his/her official position description upon appointment to a new position or at such time as the existing position description is changed.

Section 4.

A. An employee who is dissatisfied with his/her position description may request, through his/her supervisor, a review of the position.

B. An employee who is dissatisfied with the classification of his/her position may file a classification appeal through his/her supervisor.

**ARTICLE XVII**

**RECLASSIFICATION AND DOWNGRADING OF POSITIONS**

In the event that a unit position is reclassified, the action will be effected in accordance with appropriate regulations, to include salary retention when applicable. The Union will be provided notice before a unit employee is adversely affected by a reclassification action.

**ARTICLE XVIII**

**EXTRACURRICULAR DUTIES**

Section 1.

Management will select and schedule teachers for extra duty assignments in accordance with applicable regulations.

Section 2.

When full or part-time employees are available and willing to accept extracurricular duties, they will be considered prior to other applicants.

Section 3.

Compensation will be in accordance with applicable regulation and established salary schedule.

Section 4.

Management will post a listing of approved extra duty activities. The listing will include the number of hours and compensation authorized for each activity. A listing of the unit members selected for each activity will also be posted and changes to this listing will be posted when they occur.

**ARTICLE XIX**

**TEACHING CONDITIONS**

Section 1.

The Parties recognize that due to the requirement to meet the particular educational needs of all students within DoDDS-Panama, the establishment of the specific times for a duty day may vary between schools. For the purpose of uniformity, the following definitions will apply to all DoDDS-Panama schools, with the exception of the Panama Canal College.

A. Duty Day. (Reserved.)

If required for the educational program, the duty day may be extended for a period of time after the instructional day as deemed necessary by the principal. Those teachers who are essential to meetings or other activities held or performed after the instructional day will be required to stay for this extended period of time.

B. Instructional Day. The instructional day is defined as the period of time in which instruction takes place. It begins when the first class is scheduled to commence and ends when the last class in the day is scheduled to end.

C. Professional Day. The professional day is defined as the period of time in which professional duties unique to education are conducted that are of a nature which cannot be established on a daily standard. Such duties include but are not limited to preparation for and evaluation of student activity; group and individual meetings with faculty, administration, District office personnel, parents, students, or community representatives. The professional day may or may not require physical presence in the school beyond the duty day.

Section 2.

In the exercise of Management's retained rights, Management recognizes its obligation under Section 1, Article X, of this Agreement.



Section 3.

Management will make reasonable efforts to advise permanent teachers of tentative teaching assignment for the next school year prior to the end of the current school year.

**ARTICLE XX**

**ORIENTATION**

Section 1.

A copy of the DoDDS-Panama District Information Guide will be made available to each employee in the bargaining unit. When Management updates or reissues the guide, copies of the new guide will be available for each employee. The Union may make suggestions for inclusion in any update or revision of the guide.

Section 2.

Management will provide new employees with information concerning, as applicable, the following:

- A. Terms of appointment.
- B. Health and Life Insurance benefits.
- C. Designation(s) of beneficiary(s).
- D. Retirement Program.

E. On-the-job injury benefits and procedure(s).

Section 3.

Management will provide the Union with a copy of the general information concerning teacher benefits furnished newly-employed bargaining unit employees by the District office.

Section 4.

The PCFT information article currently contained in the DoDDS-Panama District Information Guide will be printed in subsequent revisions of the Guide.

**ARTICLE XXI**

**TOUR OF DUTY**

For the purpose of this Article the tour of duty is the length of time a bargaining unit member with a transportation agreement must remain in an overseas area before being eligible for renewal travel to the point of hire or for the shipment of household goods in accordance with the Joint Travel Regulations, Vol. II. The tour of duty for DoDDS-Panama is established in accordance with Joint Travel Regulations, Vol. II. Requests for exceptions must be handled on an individual basis.

**ARTICLE XXII**  
**SCHOOL CALENDAR**

Section 1.

The Union recognizes that Management has the final responsibility for establishing the School Calendar.

Section 2.

The Union will submit its initial recommendations for the next school year calendar to Management by January 15.

Section 3.

Union recommendations received in a timely manner will be given full consideration.

Section 4.

After Management has completed a proposed calendar the Union will be provided a copy of such calendar for comments and recommendations. A meeting may be held between Management and the Union when requested by either party to discuss the calendar.

Section 5.

Management will provide the Union and all unit employees with a copy of the school year calendar. When a telephone directory of unit members is prepared, copies will be made

available to unit personnel. It is agreed that all expressed restrictions on access to or use of the information contained in such directories will be honored by the unit personnel receiving a directory.

### **ARTICLE XXIII**

#### **SUMMER SCHOOL**

The decision to operate a summer school during any given summer is reserved to Management. At the discretion of Management, schools may be canvassed for qualified volunteers for summer school assignments. Management will consider all qualified applicants. In selecting, Management will consider such factors as pertinent experience, past performance ratings, education, training, length of service with the Federal Government, and supervisory recommendations.

### **ARTICLE XXIV**

#### **FIELD TRIPS**

##### **Section 1.**

Management and Union agree that field trips can enhance the educational program.

Section 2.

Teachers may identify, evaluate and recommend field trips to Management.

Section 3.

Management will determine whether or not a field trip will be authorized.

**ARTICLE XXV**

**RECERTIFICATION PROGRAM**

Section 1.

The Certification and Recertification Program will be administered in accordance with applicable regulations.

Section 2.

Questions concerning the application of the Certification/ Recertification Program may be addressed to the staff of the Certification Unit of the Office of Dependents Education Personnel Center.

Section 3.

The Union may submit recommendations for changes in the administration of the Recertification Program to the Superintendent.

## **ARTICLE XXVI**

### **INTRA DISTRICT REASSIGNMENTS**

#### **Section 1.**

Bargaining unit employees will be afforded an opportunity to formally declare their interest in and be considered for reassignment within the District. Eligible bargaining unit members may request voluntary reassignment within DoDDS-Panama for the upcoming school year by submitting an interest form to their supervisors. changes to the interest form may be submitted to the District Office, via the supervisor, at any time. Interest forms and filing instructions will be made available to employees in sufficient time to permit timely application.

#### **Section 2.**

The final decision to reassign a unit employee is a retained Management right. The effect the assignment is perceived to have on the District's educational program should be the primary factor in any decision. Employees may request reasons in writing if their request for reassignment is denied.

## **ARTICLE XXVII**

### **INTER REGIONAL TRANSFER PROGRAM**

#### Section 1.

Consistent with the Office of Dependents Education (ODE) instructions, eligible bargaining unit employees will be afforded the opportunity to register in the Inter Regional Transfer program (IRTP).

#### Section 2.

As soon as authorization is received from ODE for the current year's transfer program, DoDDS-Panama will prepare and distribute a memorandum to all school Principals for posting on official employee bulletin boards. The following information will be included in the memorandum:

- A. availability of the Inter Regional Transfer Program;
- B. availability of an information packet that the teacher may request from the Principal;
- C. suspense dates for filing the application;
- D. other transfer information deemed necessary by Management; and
- E. availability of School Information Guide for review.

### Section 3.

Teachers who wish to participate in the Inter Regional Transfer Program shall request from their principal an informational packet which shall include but not be limited to the following:

- A. a copy of DS Regulation 5330.9;
- B. a DS Application Form 5090R;
- C. a suspense date for filing the application;
- D. dates on which ODE will conduct the transfer program;
- E. other transfer information deemed necessary by Management for applicants.

### Section 4.

The Union will be provided with the following information with respect to inter regional transfers:

- A. a copy of the memorandum to principals notifying them of the IRTP and the application instructions and forms provided the District.
- B. a copy of each Unit member's transfer request;
- C. a list of positions submitted by Management for filling through the Inter Regional Transfer Program, and any changes thereto; and



D. a list as of 1 June of the unfilled positions which had been submitted to be filled under the IRTP.

## **ARTICLE XXVIII**

### **PERSONNEL FILES**

#### **Section 1.**

The Parties recognize that the Official Personnel File (OPF) is the property of the Office of Personnel Management (OPM) and will be maintained at the servicing Civilian Personnel Office in compliance with the Federal Personnel Manual.

#### **Section 2.**

Teacher files, to include college transcripts, employee record cards, and other material pertinent to employment will be maintained in the local school. Employees may periodically review their school files. When an entry in the school file is believed to be incorrect, the teacher may request correction, deletion, and/or propose supplemental comments to be attached to the record.

#### **Section 3.**

A unit member will be permitted to review his/her Official Personnel File. Such reviews will be scheduled in advance and will not require official time or any travel costs of Management. The OPF will not contain any documents the inclusion of which is prohibited by the Office of Personnel

Management. If an employee believes his/her OPF contains inappropriate documents or omits appropriate documents, he/she may request that these documents be removed or added.

#### Section 4.

When an employee finds derogatory information in his/her school file that is over one calendar year old, the information will be removed by the principal upon the request of the employee. There is no requirement, however, to remove information from a school file if the information is being used to support a personnel action. The employee will be informed of such action.

#### Section 5.

An employee may authorize a designated union representative to review the employee's school files or specific documents from the employee's OPF. When the files or documents are not immediately available for review, the representative or the employee will be advised as to the approximate time the files or documents will be available. In the event of a grievance, disciplinary or adverse action proceeding, or appeal, and the employee or her/his designated representative request to review the pertinent file(s) or documents, but such file(s) or documents are not available within three workdays, the time limit for the employee to grieve, respond to or appeal the matter will be extended, as reasonable, to afford the employee an opportunity for the review.

**ARTICLE XXIX**  
**SCHOOL FACILITIES AND SUPPLIES**

Section 1.

Management has the responsibility of determining the equipment, facilities, texts, and supplies to be used by unit members in providing the educational program. Unit members are encouraged to provide written recommendations for changes/additions to their principals when they believe the changes/additions will enhance the educational program.

Section 2.

Except in emergencies or during school recesses, if it becomes necessary to open school cabinets, desks, drawers, or other storage containers under exclusive control of an employee, and the employee is not present, Management will notify a Union representative, or in the absence of a Union representative, another bargaining unit employee, who shall witness the opening of the container.

Section 3.

Bulletin board space that Management has previously designated for Union use at each school will continue to be made available for use by the Union during the life of this Agreement. It is the responsibility of the Union to ensure that material posted will not contain libelous, inflammatory and/or malicious statements.

#### Section 4.

The Union will submit requests to the Principal for use of school facilities for the purpose of holding Union meetings outside the instructional day. Such requests will be submitted in writing, include the date of desired use, room requested, reason for usage, and person responsible. Management will approve reasonable requests when made in advance and the request does not conflict with other scheduled activities.

#### Section 5.

The Union may be granted use of school duplication, reproduction, and audio visual equipment when such use is deemed to be in the best interest of the Parties and approved by Management. Use of other school facilities or services not specifically provided by this Article is not authorized. This restriction does not include the use of telephones for local calls.

#### Section 6.

Unit members will be permitted to use DoDDS-Panama communication equipment or U.S. mail to conduct necessary official business with the ODE Personnel Center staff. The method and timing of this communication will be subject to Management's determination.

## **ARTICLE XXX**

### **SUPPLIES AND EQUIPMENT, DAMAGE/LOSS**

#### Section 1.

Teachers are responsible for the safe, effective, and efficient use, care, control, and protection of all Government supplies and equipment provided for their use. Teachers shall observe administrative procedures of the school and servicing military activity regarding government supplies and equipment.

#### Section 2.

As required, teachers shall provide accurate reports and statements concerning waste, loss, or damage to Government supplies and equipment.

#### Section 3.

Teachers may be held for pecuniary liability for loss or damage to Government supplies and/or equipment under their immediate control in accordance with applicable regulations.

## **ARTICLE XXXI**

### **SAFETY AND HEALTH**

#### **Section 1.**

Management will make reasonable efforts to provide a safe and healthful teaching and working place for all employees. Management will comply with DoDDS-Panama Administrative Instruction Safety and Accident reporting, and appropriate installation regulations relating to fire, safety and health of its employees. All employees are responsible for prompt reporting of observed unsafe and unhealthy teaching and working conditions to supervisors and/or other appropriate Management officials. Supervisors and/or other appropriate Management officials are responsible for prompt action to correct unsafe and unhealthy conditions which have been brought to their attention.

#### **Section 2.**

Management agrees to furnish and maintain employment sites which shall be reasonably safe and healthful for bargaining unit members and shall install, furnish, maintain and use such devices and safeguards as determined by regulation or order to be reasonably necessary to protect the life, health and safety of such employees, and to render safe such employment and places of employment, and to prevent injury to the employees.

#### **Section 3.**

In the event of air conditioning outages of extended duration, during which time Management decides to release students,

teachers may be assigned to temporary duty stations or, if deemed appropriate by Management, released without loss of pay. Entitlements, as a result of such temporary duty assignments, shall be in accordance with the provisions of the Joint Travel Regulations, Volume II.

Section 4.

Management will make reasonable effort to schedule school maintenance to prevent excessive noise level in the classroom

Section 5.

Management will welcome suggestions from the individual employee and the Union which reflect their views for improving safety conditions.

Section 6.

The Union will bring to the attention of Management any alleged safety or health violations. If such conditions are not satisfactorily remedied by Management, the Union may submit the matter to the appropriate installation Safety or Health Office for action.

Section 7.

Agency directed fitness for duty examinations will be at no expense to the employee.

Section 8.

No employee shall be required to work under conditions that have been determined by Management to be unhealthful or

unsafe. When protective clothing and devices have been provided, employees will appropriately use this safety equipment.

## **ARTICLE XXXII**

### **PERSONAL INJURY IN THE PERFORMANCE OF DUTY**

#### Section 1.

In accordance with applicable laws, rules and regulations, bargaining unit members may be entitled to medical care and compensation for loss of wages due to disabling job related illness or an injury sustained in the performance of duty.

#### Section 2.

An injured employee, or someone acting on the employee's behalf, is required to give notice of injury and file claim for compensation for disability within the time specified by appropriate rules and regulations.

#### Section 3.

Management will make reasonable efforts to assist a disabled employee in filing claim for compensation for disability due to an injury sustained in the performance of duty.

#### Section 4.

Upon the request of the employee or designee, Management will make reasonable efforts to provide information and



counseling to an employee, who has sustained a disability in the performance of duty, on his/her rights and responsibilities under the Federal Employee's Compensation Act or Social Security of Panama, whichever is appropriate.

### **ARTICLE XXXIII**

#### **TRAINING AND DEVELOPMENT**

##### **Section 1.**

The Parties agree that the final choice of subject matter, areas for training, selection and assignment of training priorities and the selection of employees to be trained is retained by Management.

##### **Section 2.**

Management will conduct training needs assessment in compliance with applicable regulations.

##### **Section 3.**

As determined by Management, a tuition assistance program may be conducted in accordance with available resources and applicable regulations.

Section 4.

Information on training opportunities for teachers disseminated by the Panama District Office will be made available to each school principal. Principals shall make reasonable efforts to make this information accessible to teachers through bulletins, letters, pamphlets or postings.

Section 5.

Every opportunity will be made to provide educational training for Atlantic-side employees.

**ARTICLE XXXIV**

**TRAVEL**

Section 1.

Employees will be provided with appropriate travel documents in accordance with the provisions of Joint Travel Regulations, Volume II, for directed travel. Entitlements for TDY and PCS travel shall be in accordance with provision of the Joint Travel Regulations, Volume II.

Section 2.

Unit employees, who are CONUS hires or transferred from other Regions, will receive all entitlements allowed under Joint Travel Regulations, Volume II.

## **ARTICLE XXXV**

### **RESIGNATIONS**

#### **Section 1.**

An employee is free to resign at any time, to set the effective date of his/her resignation and to have his/her reasons for resigning entered in his/her official records.

#### **Section 2.**

Management may permit an employee to withdraw his/her resignation in accordance with applicable rules and regulations. Management may decline a request to withdraw a resignation before its effective date only when Management has a valid reason and, if requested, explains in writing the reason to the employee. A valid reason includes, but is not limited to, administrative disruption or the hiring or commitment to hire a replacement. Avoidance of adverse action proceedings is not a valid reason

#### **Section 3.**

The Union will be provided a copy of any written resignation submitted by a unit member. The copy will be forwarded to the Union president not later than five work days following receipt by the servicing Personnel Office.

## **ARTICLE XXXVI**

### **RETIREMENT**

#### **Section 1.**

An employee may apply for retirement benefits in accordance with applicable laws, rules, and regulations. Employees may seek counseling and assistance from the servicing Civilian Personnel Office. To the maximum extent possible, meetings and/or telephone contact with Personnel Office staff will be scheduled outside the employee's Instructional Day. Employees will be counseled and informed on their rights and obligations under the law. When appointments cannot be arranged outside the instructional day, Management will provide reasonable and necessary administrative leave for any meetings the attendance at which is explicitly mandated by the Personnel Office.

#### **Section 2.**

In accordance with the Federal Personnel Manual, Management may permit an employee to withdraw his/her application for optional retirement before the effective date of separation. Management may decline a request to withdraw an application before the effective date of separation when it has a valid reason and explains that reason in writing to the employee.

#### **Section 3.**

Management will inform PCFT of any employee who has submitted his/her application for optional retirement.

## **ARTICLE XXXVII**

### **EQUAL EMPLOYMENT OPPORTUNITY**

#### **Section 1.**

Employment practices in DoDDS-Panama will adhere to the letter and spirit of the Federal Government policy to ensure equal employment opportunity for DoDDS employment without regard to race, color, religion, sex, national origin, or age, to prevent discrimination against qualified persons with handicapping conditions, and to promote the full realization of equal employment opportunity through a continuing affirmative action program.

#### **Section 2.**

Management, in coordination with the servicing military installation, shall provide information on EEO complaint procedures and make EEO counselors available to handle EEO complaints. Such counselors need not be employees of DoDDS.

#### **Section 3.**

Complaints of discrimination may be filed in accordance with the applicable EEO complaint procedure. Employees utilizing this procedure may be represented by a representative of his/her own choosing. Employees and their representatives shall be free from restraint, interference, coercion, discrimination, or reprisal at all stages of the complaint procedure.

Section 4.

EEO counselors shall be trained as determined appropriate by Management within available resources. Employees designated as EEO counselors, who are otherwise in a duty status, shall be given a reasonable amount of official time on a case-by-case basis to counsel employees desiring their services.

Section 5.

If Management develops an EEO committee, the Union may submit a list of five (5) nominees from which Management will appoint a teacher representative.

Section 6.

Management agrees to provide to the Union a copy of each individual EEO complaint concerning a bargaining unit member unless precluded by the Privacy Act. Other statistical information concerning unit members or a complaint will be furnished to the Union upon request.

**ARTICLE XXXVIII**

**LEAVE**

Section 1.

Accrual. Leave shall accrue to employees in accordance with 20 USC, Section 904. Under the provisions of law, employees accrue leave at the rate of one day for each calendar month, or part thereof, of service in a school year, except that if the

school year includes more than eight (8) months, full-time employees who have served for the entire school year shall accrue ten (10) days of cumulative leave for that school year.

A. PART-TIME EMPLOYEES. Employees who are regularly employed on a part-time basis will earn leave in the amount proportionate to the amount of time the employee is regularly employed compared to full-time employment.

B. INCREMENT OF USE. The minimum charge for leave shall be 1/2 day and additional charges shall be in multiples thereof. Absences from duty of less than 1/2 day may be excused for adequate reasons without charge to leave, at the discretion of administrative authority.

## Section 2.

Use of Leave. Leave may, subject to the approval of the supervisor, be used for:

A. Maternity purposes.

B. Paternity purposes. When the wife of a unit employee is physically incapacitated by reason of pregnancy or complications resulting from the pregnancy.

C. Illness of the employee.

D. Illness, contagious disease, or death in the immediate family of the unit member which requires the unit member's absence.

E. Personnel emergency.

F. Absences required immediately before or after the adoption of a child to accomplish official actions necessary to adopt a child and for acclimation of the adopted child to its new home.

### Section 3.

Any Purpose Leave (APL). With appropriate advance notice and the prior approval of the supervisor, not to exceed three (3) days of leave in any school year may be used for any purpose. This portion of the leave accrual is known as “Any Purpose Leave” and will not normally be approved during the first or last week of school (except when needed to permit the unit member to attend summer school).

### Section 4.

#### Requesting Leave:

A. Leave shall normally be requested in advance in writing. For leave which cannot be requested in advance because of illness or unforeseen personal emergency, the employee will notify the principal or his/her designated representative as soon as possible.

B. The Parties agree that medical appointments will be scheduled outside the instructional day to the maximum extent possible. The Employer will encourage DoD medical and dental facilities to facilitate appointments that do not require the employee to be absent during instructional time.



Section 5.

Leave Without Pay (LWOP). Leave Without Pay Status is approved absence from duty in a non-pay status. The authorization of Leave Without Pay is a matter of administrative discretion by the Employer.

A. All requests for Leave Without Pay must be in writing, submitted in advance, and state the reasons for the request. It is understood that the employee may be required to provide documentation to support a request for Leave Without Pay.

B. Leave Without Pay may be granted for periods not to exceed one (1) calendar year. Requests for extended Leave Without Pay will generally be approved only if Management has assurance that the employee will return to duty and that the value to the Employer or the serious needs of the employee are sufficient to offset the costs and administrative inconvenience associated with the approval of such leave. All requests for Leave Without Pay will be submitted in writing to the employee's supervisor.

C. Leave Without Pay may be extended for one (1) additional year upon request. Requests for extensions beyond one' (1) year will be approved only in unusual cases.

D. Leave Without Pay will not normally be granted when the employee's Any Purpose Leave accrual has not been exhausted.

## Section 6.

Advances in Leave. Paid leave may be advanced for use at any time within the school year. Under unusual circumstances, up to (thirty) 30 days may be advanced. If approved, such advance shall be subject to subsequent earning of leave, or repayment upon separation for leave advanced but not earned.

## Section 7.

### Transfer and Recredit of Educator's Leave:

A. When an educator is separated from an educator position and is reappointed in another educator position without a break in service of more than three school years, his or her leave account (educator's leave) shall be certified to the employing agency for credit or charge.

8. When an educator is separated from an educator position and is reappointed to a position subject to another leave act without a break in service, his or her leave account shall be certified to the employing agency for credit or charge in accordance with Office of Personnel Management regulations.

## Section 8.

Excused Absences. Excused absence is an absence from duty which has been authorized by Management. There is no charge to the employee's leave or loss of pay for a period of excused absence. To be approved, the activity or action which serves as a basis for the employee's absence must be a requirement of employment or sufficiently in the interest of

the Employer to warrant the absence from duty. Excused absence may be approved for the following when the employee cannot accomplish the action(s) outside the instructional day:

A. For the sponsor for packing, unpacking, and customs *or* administratively required clearance of household goods, prior to shipment or upon receipt of shipment. (When both husband and wife are employed by DoDDS, either, but not both, may be excused.)

B. For the sponsor for movement into or out of quarters when such movement is directed by the Employer. (When both husband and wife are employed by DoDDS, either, but not both, may be excused.)

C. To conduct official business of a personal nature with military offices.

D. To conduct business with official offices and utility companies of the host nation to accomplish tasks or actions which are not required of citizens of the host nation.

E. To seek medical care for any injury sustained while on duty.

F. For infrequent absences of less than 1/2 day for reasons that the supervisor determines to be acceptable.

G. To deliver or pick up a POV that has been shipped on official orders issued by DoDDS.

H. To attend a conference, convention, or similar meeting when the employer determines the employee's attendance will serve the best interest of DoDDS.

I. To attend a school, parent, or installation sponsored activity when the supervisor determines the employee's attendance will be in the best interest of DoDDS.

J. For up to 1/2 day to donate blood to an authorized collection organization.

K. When Management determines that it would be unsafe, unhealthy, or dangerous for the employee to remain in their assigned work place and determines not to designate an alternate work site.

L. When students are released or are unable to report to school because of emergency conditions, the Employer shall make a decision concerning employees in accordance with applicable regulations.

M. For occasional periods of not more than 1/2 day for employees assigned to an Atlantic-side school to obtain required medical care from a provider in the Pacific community if:

1. subsequent to the effective date of this Agreement, the U.S. Army Medical Department Activity, Panama, ceases to provide, at any of their facilities in the Atlantic community, the specific medical speciality required,

2. the care cannot reasonably be postponed, and

3. the employee cannot obtain a timely appointment that would permit him/her to obtain the medical care during non-duty time.

#### Section 9.

Late Arrival - CONUS Hires. Educators newly appointed in CONUS who, through absolutely no fault of their own, as a result of transportation or processing delays after selection for appointment arrive late, will be paid as follows:

A. If the offer was made by DoDDS at least two weeks prior to beginning of the school year, the educator will receive pay beginning with the first day of the school year.

B. If the offer was made by DoDDS less than two weeks before the beginning of the school year, the employee will receive pay beginning the first day they report for duty in Panama.

#### Section 10.

Sabbaticals. Employees may, consistent with published procedures, request consideration for a grant of a sabbatical absence. When it has been determined that one or more sabbaticals may be granted, the benefits, criteria, and eligibility requirements will be established by the Employer and announced to employees during the school year. The Union will be notified of changes in the sabbatical program prior to -employee notification. The time employed during a sabbatical will be counted as service for purposes of determining placement on the salary schedule.

## Section 11.

Administrative Reemployment Rights (ARR). In accordance with and subject to the provisions of DoD Instruction 1400.13, and subsequent issuances of this Instruction, employees may apply for Administrative Reemployment Rights in order to pursue a one (1) or two (2) year course of formal study, participate in a project of study, or accept temporary employment when the results of such action are deemed beneficial to the school system. Upon successful completion of the period of training or work experience, the Employer guarantees reemployment in the Panama District.

## Section 12.

Union Information. The Union may, upon timely written request, review the applications of the unit employees who apply for and are selected for LWOP for educational purposes, ARR, or a Sabbatical prior to notification to the employees selected.

## Section 13.

Substituting Leave. An employee may choose to be charged leave rather than LWOP for any absence from duty when it is established that teacher leave would have been granted. Requests for such changes must be submitted prior to the time the time and attendance reports are submitted for the day(s) in question.

Section 14.

Nonwork Days. Saturdays, Sundays, regularly scheduled holidays, and other administratively authorized nonworkdays shall not be considered days of leave.

Section 15.

Reserve Training. A non-temporary, full-time employee who is a reservist of the Armed Forces is entitled to leave of absence for field or coast defense training without loss of pay consistent with the provisions of 5 USC, Section 6323(b). Reserve duty and training should be scheduled only during the summer recess period unless there is written confirmation from the coordinator for reserve affairs at the major command level that such duty or training cannot be scheduled during the summer recess period.

Section 16.

Court/Funeral Leave. Absences for court and funeral leave may be granted in accordance with applicable law and regulation. It is understood that funeral leave is generally applicable for attending funerals for immediate family members who die as a result of wounds or disease incurred as a member of the Armed Forces in a combat zone.

**ARTICLE XXXIX**  
**STUDENT DISCIPLINE**

Section 1.

The maintenance of an appropriate learning environment is a shared responsibility between the unit employee and Management. The Parties agree that the unit employees have a shared responsibility for maintaining discipline according to established regulations. Upon request of a teacher, Management will meet with the teacher to assist in resolution of concerns regarding student discipline.

Section 2.

Management and the Union agree that the classroom teacher should be able to deal effectively with the majority of the disciplinary problems in the classroom. when in the judgement of the classroom teacher, a student's behavior cannot be dealt with effectively in the classroom and is seriously disrupting the instructional program, the teacher may refer the student to the principal or designee. Such referrals will be made in accordance with established procedures. At the secondary levels, the principal or designee will provide oral or written information to the classroom teacher when a student is referred back to the classroom.



## **ARTICLE XL**

### **ACADEMIC RANK AT THE PANAMA CANAL COLLEGE**

Management will consider all petitions for academic rank in accordance with applicable regulations/policy.

## **ARTICLE XLI**

### **PROFESSIONAL DEVELOPMENT OF PANAMA CANAL COLLEGE FACULTY**

The Parties encourage college faculty members to pursue professional activities which will enhance their academic effectiveness.

## **ARTICLE XLII**

### **PERFORMANCE APPRAISAL SYSTEM**

#### **Section 1.**

Performance appraisal and the resulting rating are integral parts of the DoDDS Personnel Management Program. The performance appraisal process shall be used for improving performance to more efficiently accomplish the mission of

DoDDS. The performance appraisal results shall be used to strengthen supervisor-employee relationships, improve individual performance by keeping employees aware of their supervisor's judgements on their work performance, recognize and reward those whose performance so warrants, and to help in the decision-making process for remedial or developmental training, reassignment, promotions, retraining, and removing employees. In addition to the policy and procedure of this Article, relevant provision at Part 430, Title 5, CFR; Chapter 43, Title 5, USC; and DS Regulation 5430.9 will guide the Performance Management Program.

## Section 2.

A. Employee participation is encouraged in the development of their performance plan Job elements and standards may be modified, deleted, or adjusted during the rating period in the same manner as in the initial development of the job elements and performance standards, including employee participation. In the case of disagreement over the content of the plan, the Employer will consider all comments provided by the employee and/or Union prior to the finalization of the plan

B. Performance standards will be based on the requirements of the position. Performance standards will be established in accordance with Title 5 USC 4301.

C. "Performance Standard" means a statement of the expectations or requirements established by Management for a critical or non-critical element at a particular rating level. A performance standard may include, but is not limited to, factors such as quality, quantity, timeliness, and manner of performance.

D. The establishment of performance standards will normally involve:

1. The evaluator will provide the employee with a proposed performance plan.

2. The employee and Union, if the employee so desires, will have five (5) duty days after the employee receives the plan in which to provide written and/or oral comments.

3. After considering any comments, the evaluator will provide the employee with a final written copy of the performance plan.

E. The final decision on what an individual performance standard will be is retained by the Employer.

F. Employees will receive a written copy of their performance plan at the beginning of the appraisal period. At the end of the appraisal period, each employee will be given the opportunity to discuss his/her rating.

G. The employee's signature on the performance plan only indicates that a particular step has been completed; it in no way signifies the employee's agreement or disagreement with the plan or final rating.

H. Job elements and performance standards will be reviewed annually by the Employer and the employee.

### Section 3.

The appraisal period will be one (1) year. The year for the purpose of this ARTICLE will normally be from the establishment of performance standards on or after 1 May through April 30 of the following year. The rating period may be extended beyond April 30 upon written notification to the employee. All unit employee observations may be followed within a reasonable period by a conference between the employee and employer in order for the employee to explain his/her objectives and plans for that class. These conferences may be initiated by either employee or Employer. For announced observations, employees may request a pre-observation conference.

### Section 4.

Employees will be provided an opportunity at the end of the rating period to comment and offer suggestions regarding their summary rating.

### Section 5.

If PCFT is concerned or dissatisfied with the critical elements and performance standards identified by the supervisor under this ARTICLE, then PCFT may ask that they be reviewed by the Superintendent, DoDDS-Panama District.

### Section 6.

Whenever an employee's performance becomes "minimally acceptable" or "unacceptable," the supervisor will provide counseling and assistance to the employee prior to providing formal notice of unacceptable performance. Should employee's

performance continue to be unacceptable in spite of the counseling and assistance, action to effect removal or change in assignment may be initiated. It is understood that employees serving a Trial Period or holding Not-To-Exceed (NTE) appointments may be provided less counseling and assistance than the employees holding appointments that are not time limited or ‘probationary.’”

#### Section 7.

Prior to proposing a removal based on unacceptable performance (by other than an NTE or Trial Period employee), the Employer shall ensure that the employee is provided an opportunity to demonstrate acceptable performance. To this end, the Employer shall provide written notice of the employee’s failure to satisfy the performance standards for one or more critical elements. The notice shall identify:

A. The critical element(s) for which the employee’s performance is unacceptable.

B. The improvements the employee must make to bring their performance to an acceptable level.

C. The efforts the Employer will make to help the employee elevate their performance to an acceptable level.

D. A time period of not less than thirty (30) calendar days within which the employee must improve the unacceptable performance.

### Section 8.

At the end of the time period specified in Section 7d, above, the supervisor shall notify the employee in writing as to whether:

A. The employee is now performing in a satisfactory manner; or

B. The employee's performance remains unacceptable. This notice may be accomplished as part of the notice of proposed action specified in Section 10, below.

### Section 9.

Nothing in Section 7 would preclude the Employer from reassigning an employee whose performance is unacceptable.

### Section 10.

Any proposed removal or change in assignment in which pay is reduced will precede the effective date of the action by at least thirty (30) calendar days. The proposal will

A. State the reason for the proposed action.

B. Identify the specific instances or facts of unacceptable performance which serve as a basis for the action

c. Identifies the critical elemen(s) for which performance has been judged unacceptable.

D. Inform the employee where the material relied upon for the proposed action may be reviewed.

E. Inform the employee of the right to respond, orally or in writing, or both, to the proposed notice within fifteen (15) calendar days after receipt of the notice of proposed action 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 PCFT. The notice of proposed action shall not rely upon any instance of unacceptable performance occurring more than one year before the date of such notice.

#### Section 11.

In those cases when a decision is made to remove a unit employee (other than NTE's or employees serving a trial period) for unacceptable performance, such an employee may file a grievance under Article XLV of this Agreement within 15 calendar days after receipt of the final decision on the proposed action.

### **ARTICLE XLIII**

#### **REDUCTION IN FORCE**

#### Section 1.

A. In accordance with RPM 351, a reduction in force is when an 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 or funds, reorganization, reclassification due to a change of duties, or the need to make a place for a person exercising reemployment from Leave Without Pay, Administrative Reemployment Rights, or Sabbatical Leave requires the release of the employee.

B. Competitive Area. For the purpose of this Agreement, the competitive area shall be the Panama District.

C. Competitive Level. Management shall establish competitive levels in accordance with FPM 351. Factors considered in establishing competitive levels are as follows: A 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 agency may readily assign an employee in one position to any of the other positions without changing the terms of the employee's appointment and without unduly interrupting the agency's work program. The Union recognizes Management's right to establish competitive levels. It is understood that these determinations are subject to grievance or appeal under Article XLV.

D. Retention Register. In accordance with FPM 351, all competing employees officially assigned to positions in a competitive level are listed on a retention register for that level, including those on paid and unpaid leave, or as otherwise prescribed by the FPM.

## Section 2.

Notice to the Union. Following the determination that a reduction in force will occur which will affect members of the



bargaining unit, Management shall inform the Union not less than seven (7) work days prior to official notification to the employees.

### Section 3.

Notice to Employees. Employees affected, who are not serving on an NTE appointment, will be given a minimum of thirty (30) days advance notice of release from their competitive levels, except in emergency situations.

### Section 4.

Acceptance of Reassignment. Upon receipt of notification of reassignment due to reduction in force, employees will be given ten (10) calendar days in which to accept or reject the reassignment.

### Section 5.

Repromotion Consideration. For those employees who are reduced in grade through Reduction in Force, Management will give priority consideration in accordance with applicable regulations.

### Section 6.

#### Outplacement Assistance.

A. If the teacher cannot be placed within the competitive area, he/she will be entered into competition for transfer to other regions/areas.

B. Teachers identified as surplus will receive first consideration for inter regional transfer to any vacancy for which qualified.

C. Prior to utilizing this provision, the teacher must acknowledge in writing that declination of any offered position may terminate Management's obligation and the teacher's right to reassignment in accordance with FPM 351.

Section 7.

Teachers otherwise eligible for the Inter Regional Transfer Program may apply under the appropriate regulations.

Section 8.

Employee counseling. Management agrees to provide counseling and assistance to employees who are identified for separation through a Reduction in Force.

**ARTICLE XLIV**

**DISCIPLINE AND ADVERSE ACTIONS**

Section 1.

Disciplinary action may be initiated at the discretion of Management to correct employee misconduct. This does not preclude Management from exercising counseling or other informal corrective actions prior to instituting formal disciplinary action. Penalties imposed will be at the level

Management believes will correct the employee's behavior. In determining the penalty, Management will exercise reasonable judgment to insure the penalty imposed will be in proportion to the nature of the offense. Formal disciplinary actions fall into three general categories:

A. Letter of Reprimand: a written letter placed in an employee's Official Personnel Folder for disciplinary reasons for a period of one (1) to three (3) years.

B. Adverse Actions as defined in Title 5, USC 7502: suspension from duty and pay for fourteen (14) calendar days or less.

C. Adverse actions as defined in Title 5, USC 7512: removal, suspension from duty and pay for more than fourteen (14) calendar days, reduction in grade or pay, or furlough of thirty (30) days or less.

## Section 2

When an allegation concerning a unit employee is being investigated, the employee will be notified of the allegation. Before a decision is rendered to effect a disciplinary or adverse action, the employee shall be granted all rights afforded under Title 5, USC, Chapter 75, and applicable regulations. Rights and procedures may vary according to the nature of the disciplinary action. For adverse actions defined in Title 5, USC Section 7502 and 7512, these rights are, generally

A. An advance written notice stating the specific reason for the proposed action and informing the employee of his or her rights to review the material which is relied on to support the reasons for action given in the notice.

B. A reasonable time to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer.

C. Representation by an attorney or other representative.

D. A written decision and the reasons therefore in consideration of the reasons for the proposed action and the employee's answer.

### Section 3.

Disciplinary actions as defined in Section 1.A. and B. of this Article are grievable only under the negotiated grievance procedure. Adverse actions listed in Section 1.C. are grievable under the negotiated grievance procedure. Preference eligibles or non-temporary employees who have completed two or more years of continuous service under the same or similar positions, may appeal to the Merit Systems Protection Board in lieu of grieving. An employee will have made an election by either filing a timely written grievance or filing a timely appeal, whichever occurs first.

**ARTICLE XLV**  
**GRIEVANCE PROCEDURE**

Section 1.

This Article establishes the exclusive procedure available to the employees in the Unit, the Union and Management for resolving all grievances which fall within its scope and which are within the authority of Management to resolve. The scope of this grievance procedure shall include all matters of concern excluding the following:

- A. Any claimed violation of Subchapter III of Chapter 73 of Title 5, USC (relating to prohibited political activities);
- B. Retirement, life insurance, or health insurance;
- C. A suspension or removal under section 7532 of Title 5, USC;
- D. Any examination, certification, or appointment; or
- E. The classification of any position which does not result in the reduction in grade or pay of an employee.
- F. Termination or discharge of temporary time-limited or probationary/trial period employees.
- G. Non-selection for promotion from a group of properly ranked and certified candidates. (This does not preclude a grievance on allegation of improper application of rating and ranking procedures.)

## Section 2

It is the declared objective of the Parties to encourage the prompt and informal resolution of complaints of an employee, group of employees (see Section 10), Union or Management during the life of the Agreement and over which Management has administrative control and/or policy discretion.

## Section 3.

For the purpose of this Article a grievance means any complaint which falls within the scope of this procedure:

by an employee concerning any matter relating to the employment of the employee;

by the Union concerning any matter relating to the employment of an employee; or

by an employee, the Union, or Management concerning the effect or interpretation, or a claim of breach, of the collective bargaining agreement; or

any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment.

## Section 4.

### Exercising Options

A. Preference eligible employees (veterans) and employees who have completed two or more years of

continuous service in the same or similar positions other than under temporary appointments(s) may raise the following matters under statutory or negotiated procedures, but not both:

(1) Adverse Actions. Removals, suspensions for more than fourteen (14) days, reductions in grade or pay, and furloughs for thirty (30) days or less (reference 5 USC 7512).

(2) Unacceptable Performance. Demotions and removals (reference 5 USC 4303).

B. Equal Employment Opportunity (EEO) Complaint: An aggrieved employee, who is otherwise eligible, may raise an allegation of discrimination based upon race, color, religion, sex, age, national origin, or a mental or physical handicap, under the statutory appeal procedure or the negotiated grievance procedure but not both.

C. For the purpose of this section an employee shall be deemed to have exercised his/her option to grieve or appeal only when the employee files a timely written notice of appeal under the appellate procedure or files a timely written grievance under the negotiated grievance procedure, whichever event occurs first.

#### Section 5.

The initiation of a grievance in good faith shall not result in restraint, coercion, discrimination or reprisal against the grievant.

#### Section 6.

Any employee in the Unit may present a grievance to management and have it adjusted without the intervention of the Union as long as the adjustment is not inconsistent with the terms of the contract and the Union has been notified and given an opportunity to be present during the grievance proceedings.

#### Section 7.

Nothing in this Agreement shall be so interpreted by the Parties as to require the Union to represent an employee in processing a grievance or to continue to represent him/her, if the Union considers the grievance to be invalid or without merit. The Union's determination will be provided to Management in writing upon request by Management.

#### Section 8.

It is the intent of the Parties that the time limits contained herein be strictly observed. However, the time limits in this Article may be extended by mutual agreement in writing between the Union and Management if circumstances warrant an extension.

#### Section 9.

Failure on the part of the party receiving a grievance to respond within the established time limits shall serve to permit the grieving party to advance the grievance to the next grievance step. Failure of a grievant (employee, Union, or Management) to pursue a grievance in a timely manner or to otherwise process it in accordance with the terms of this



Article shall serve as just cause for the responding party to reject the grievance without regard to the merits of the grievance issue.

Section 10.

When a group of employees have an identical grievance, it will be considered as an individual complaint of one employee and will be processed as a single grievance in the name of one employee designated by the others to act for them. All employees joining in the grievance must be identified and must sign the grievance. There will be only one representative for the group. The final grievance decision will apply to all members of the group.

Section 11.

Parties to this grievance procedure who have previously grieved under this procedure, an alternate procedure, and/or have exercised statutory procedures for a particular alleged grievance may not regrieve the same act. The Union agrees to discourage the filing of grievances by members of the bargaining unit when the matter being grieved has been previously filed or adjudicated.

Section 12.

If an employee resigns, dies, or is separated by any action other than removal, before decision is reached on a grievance being processed and no compensation issue is involved, action will be stopped and all interested parties will be notified that because of the separation, the case is being closed without decision. A copy of this notification will be made a part of the case record. The exception will be for a group grievance,

in which case the group will be required to designate another employee as the grievant.

Section 13.

It is agreed that when the relief requested by the grievant has been granted at any step, no further action shall be taken regarding the grievance.

Section 14. Step. One.

A. Many complaints arise from misunderstanding or disputes which can be settled promptly and satisfactorily on an informal basis at the level of the immediate supervisor. In the event a dispute is not resolved informally and the employee believes there is a basis for a grievance, he/she shall, within fifteen (15) calendar days after the act or specific incident giving rise to the grievance present the matter in writing to his/her principal. In the case of issues of a "continuing nature," the employee may file the grievance at any time. The employee's grievance, as a minimum, shall include the following:

(1) A statement that the grievance is being submitted under Step One of the grievance procedure.

(2) Employee's name, duty assignment, work and home telephone numbers.

(3) A specific statement of the grievance.

(4) A statement of the relief sought, which must be personal to the grievant.

(5) A copy of all correspondence on the matter.

(6) The name, address, and telephone numbers of the employee's Union representative, if applicable.

(7) The personal signature of the employee.

B. Grievances concerning actions or decisions outside the control of the principal may be advanced by the principal or designee to Step Two of this procedure. The principal or designee will document the decision to advance these grievances. A copy of the memorandum will be provided to the grievant and the Union.

C. For grievances, the relief of which are within the principal's authority, the principal or designee will conduct a review of the grievance, discuss the matter with the employee (and representative if representation is used). The principal or designee will prepare a written summary of the discussion and provide the employee and Union with a copy. The principal or designee will provide a written decision within ten (10) calendar days after receipt of the grievance.

#### Section 15. Step Two.

A. If the grievance has not been resolved to the grievant's satisfaction at Step One, the grievant may submit the grievance to the Superintendent within ten (10) calendar days from the date he/she received the Principal's memorandum under Step One.

B. The Superintendent or designee will review the grievance file and/or conduct an investigation. The grievant may request a meeting with the Superintendent before the Step Two decision is made. The Superintendent or designee

shall render the final decision in writing to the grievant and Union within twenty (20) calendar days after receiving the grievance.

C. In the event that the grievance is still not satisfactorily resolved, then the Union or Management shall have the right to submit the grievance to arbitration. The Party invoking arbitration must advise the other Party of their intent. Submission to arbitration must be made within thirty (30) calendar days after notification of final decision of the grievance.

#### Section 16.

Management will, upon written request of the Union President, provide information the Union believes necessary to process a grievance under this Article. Management is required to furnish only that information which is normally maintained by the agency in the regular course of business and which is reasonably available and necessary for the purpose for which requested. It is understood that the obligation to furnish information under this provision does not extend to information the release of which would be prohibited by law or information that constitutes guidance, advice, counsel, or training provided for management officials or supervisors. Both parties agree to protect all information from unauthorized access or disclosure.

#### Section 17.

A grievance by either Party shall be reduced to writing and submitted to the Superintendent by the President of the Union, if initiated by the Union, or to the President of the Union, if initiated by Management. In either event, the Superintendent, or designee, accompanied by another staff

official, will meet with the President of the Union, or designee, accompanied by another Union official, as soon as possible, but not later than ten (10) calendar days after receipt of the written allegation, to discuss the grievance. If the grievance is not resolved by this meeting, as confirmed in writing by the charged Party within ten (10) calendar days after the meeting, arbitration may be invoked under Article XLVI of this Agreement. Nothing in this section will preclude either Party from attempting resolution informally at lower levels. Such efforts are encouraged and should be undertaken.

Section 18.

If time limits expire on Saturday, Sunday, a Federal holiday, or a day when school is not in session, an extension of time may be requested by either party in accordance with Section 8 of this Article.

**ARTICLE XLVI**

**ARBITRATION**

Section 1.

The Party invoking arbitration must notify the other Party in writing within thirty (30) calendar days after receipt of a written decision at the final step of the grievance procedure if arbitration is to be invoked. Should either Party be dissatisfied with the final decision (i.e., rejection or denial) of the other Party in a grievance processed in accordance with

the terms of this Agreement, the Party (Management or Union) that brought the grievance may elevate that decision to arbitration. If the decision being arbitrated is a rejection based on procedural deficiency(s) and the arbitrator decides in favor of the grievant, the arbitrator will judge the grievance by its merits.

#### Section 2.

Only Management or the Union can submit a grievance to arbitration, Approval by the employee(s) affected by, or involved in, a grievance is not required before arbitration is invoked.

#### Section 3.

Within ten (10) calendar days after receipt of the notice that arbitration is invoked, the moving Party will forward a request to the Federal Mediation and Conciliation Service for a list of seven (7) available arbitrators. The moving Party will advise the other Party when such request is forwarded.

#### Section 4.

The parties will meet within ten (10) calendar days after receipt of the listing to select an arbitrator. If the Parties are unable to agree on an acceptable arbitrator, then each Party will alternately strike a name from the list until a single name remains. The Parties will flip a coin to determine who will strike the first name. The remaining name on the list will be the arbitrator. If after ten (10) calendar days an arbitrator has not been chosen, either Party may ask the Federal Mediation and Conciliation Service to make a direct designation of an arbitrator to hear the case.

## Section 5.

The fees and expenses of arbitration will be shared equally by the Parties. Travel and per diem costs of the arbitrator shall not exceed the applicable rates authorized for U.S. Government employees in accordance with the JTR.

## Section 6.

A. The process to be utilized by the arbitrator may be one of the following:

(1) A stipulation of facts to the arbitrator can be used when both Parties agree to the facts at issue and a hearing would serve no purpose. In this case, all facts, data, documentation, etc., are jointly submitted to the arbitrator with a request for a decision based upon the facts presented.

(2) An arbitrator inquiry can be used when a formal hearing would serve no purpose. In this case, the arbitrator would make such inquiries as he or she deemed necessary (e.g., inspecting work sites, taking statements).

(3) A submission to arbitration hearing should be used when a formal hearing is necessary to develop and establish the facts relevant to the issue. In this case, a formal hearing is convened and conducted by the arbitrator.

(4) A mini-arbitration may be used to expedite the resolution of a grievance. In this case, the arbitrator would make such inquiries as he/she deems appropriate, prepare a brief summary of the relevant facts render a "bench" decision. A written decision is not required.

B. The Parties may mutually agree on a stipulation of facts to the arbitrator or the Parties may mutually agree to an inquiry, mini-arbitration, or hearing. If the Parties cannot mutually agree, then a formal hearing will be held.

C. The Parties may mutually agree to direct the arbitrator to simplify or eliminate a written opinion when using the process in (1), (2), or (3) above.

D. Upon mutual agreement of the Parties, more than one arbitration case may be submitted for decision by a single arbitrator. If the Parties fail to agree on a joint submission of issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue(s) to be heard. Nothing in this Agreement shall preclude either Party from raising grievability/arbitrability issues at any time.

#### Section 7.

An arbitrator may not add to, subtract from, change or modify any provision of this Agreement nor shall he/she order a remedy which does so. The arbitrator is authorized only to apply the existing provisions of this Agreement to the specific issues involved and to interpret only applicable provisions of this Agreement. Arbitration does not apply to proposed changes to this Agreement.

#### Section 8.

Either Party shall be permitted to call relevant witnesses. The Parties agree to call only the minimum number of witnesses necessary to present their case. If the Parties do not agree to the proposed slates of witnesses, the arbitrator will be requested to rule on the necessity and relevancy of the



witnesses' appearance and testimony. Witnesses who are unit employees will, if otherwise in a duty status, be excused from duty, with no loss of pay, to the extent necessary to participate in the arbitration hearing and will be provided per diem and travel allowances in accordance with provisions of the JTR. The site of the arbitration hearing will be determined by mutual agreement.

Section 9.

The Parties will request that the arbitrator's decision be rendered not later than thirty (30) calendar days after the conclusion of the hearing. The Parties may agree to extend this date.

Section 10.

The arbitrator's decision is binding on the Parties. However, either Party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by the Authority.

Section 11.

The Parties agree that the arbitrator will decide only the issues identified prior to the proceeding.

Section 12.

The time limits provided herein may be extended upon mutual agreement of the Parties when extenuating circumstances occur.

## **ARTICLE XLVII**

### **UNFAIR LABOR PRACTICE**

#### **Section 1.**

The Parties recognize the right of any person to file an Unfair Labor Practice (ULP).

#### **Section 2.**

Prior to either Party (Union or Management) filing a ULP in accordance with Title VII of the Act, the charging Party may meet with the charged Party in an attempt to resolve the alleged ULP.

## **ARTICLE XLVIII**

### **WITHHOLDING OF UNION DUES**

#### **Section 1.**

Teachers may voluntarily complete an appropriate and acceptable form for allotment of employee organizational dues. Teachers will submit this form to their Building Representatives who will submit it to the PCFT Treasurer. The treasurer may forward it to the servicing finance office at any time.

Section 2.

These dues will be withheld on a bi-weekly basis for 21 pay periods for those on the 10-month pay plan and for 26 pay periods for those on the 12-month pay plan beginning with the first pay period of the school year.

Section 3.

Revocation of withholding of Union dues shall be in accordance with section 7125 of Chapter 71 of Title 5, USC.

Section 4.

Solicitation and collection of Union dues shall be on non-duty time as provided by law.

Section 5.

This service will be provided at no cost to the Union

**ARTICLE XLIX**

**SIDE AGREEMENTS**

No side agreements between any Union officials/representatives and Management officials shall be made which either expand or limit the provisions of this negotiated Agreement. Any such agreements shall be null and void unless agreed to by the Parties to this Agreement at the District level.

## **ARTICLE L**

### **DURATION OF CONTRACT**

#### **Section 1.**

This Agreement shall remain in full force and effect for three (3) years from the date of approval by the Office of Dependents Education. 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 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.**

Amendment of this Agreement may be required because of changes in laws, Executive Orders or government-wide rules or regulations. If this occurs, the Parties will meet within fifteen (15) calendar days after notification to negotiate the amendment to this Agreement so that it may conform to such requirement. Approved amendments become a part of and are subject to the same terms as the basic Agreement.

### Section 3.

This Agreement may be amended by mutual agreement of the Parties at any time. The Parties will meet to negotiate such issues within fifteen (15) calendar days from the date of Agreement to negotiate. Agreements reached under this provision will become addendum to the Agreement, but there is no requirement for either Party to reprint and redistribute the revised Agreement.

**FOR THE UNION:**

Richard A. Fisher  
RICHARD A. FISHER  
Chief Negotiator

Elaine J. Gregg  
ELAINE J. GREGG  
Member, Negotiating Team

Kenneth G. Waugh  
KENNETH G. WAUGH  
Member, Negotiating Team

**FOR MANAGEMENT:**

Kenneth G. Thompson  
KENNETH G. THOMPSON  
Chief Negotiator

Charles M. Renno  
CHARLES M. RENNO  
Member, Negotiating Team

Rebecca S. Sharp  
REBECCA S. SHARP  
Member, Negotiating Team

**EXECUTED**

Michael J. Weade  
MICHAEL J. WEADE  
President, PCFT, Local 29

James M. Wolf  
JAMES M. WOLF  
Superintendent, Panama District

DATE: May 25, 1994

DATE: 25 MAY 1994

**APPROVED**

John L. Stremple  
JOHN L. STREMPLE  
Director, Office of Dependents' Education

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



