

Collective Bargaining Agreement

between

Overseas Federation
of Teachers,
AFT, AFL-CIO

and

Department of Defense
Dependent Schools

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PREAMBLE

*Section 1. **Parties.*** Pursuant to the policy set forth in Title 5, U.S. Code, Chapter 71 (Public Law 95-454) and all future amendments, the following Articles, together with any and all supplemental and/or amendments which may be mutually agreed upon at later dates, constitute an Agreement by and between the Department of Defense Dependents Schools, Mediterranean Region, hereinafter the Employer, and the Overseas Federation of Teachers, AFT, AFL-CIO, hereinafter the Union, and collectively known as the Parties, for the employees in the unit described herein. This Agreement is entered into pursuant to Certification of Representative, 3-RO-55, et al. (6 FLRA 55) dated June 22, 1982.

*Section 2. **Mutual Responsibilities.*** Both Parties recognize their mutual responsibilities to work together in assisting unit employees adjust to the unique conditions experienced in an overseas environment. When a unit employee is faced with unusual circumstances unique to overseas, the Parties will work together to ameliorate the problem.

*Section 3. **Public Policy.*** 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 settlements of disputes between employees and their employers involving conditions of employment.

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

Now, therefore the Parties hereto, intending to be bound here by, agree as follows:

ARTICLE 1
RECOGNITION AND UNIT DESIGNATION

Section 1. Unit Definition. The Overseas Federation of Teachers, AFT, AFL-CIO is the certified exclusive representative for all unit employees assigned to DoDDS schools located in the Azores (Portugal), Spain, Italy, Greece, Turkey, and Bahrain. This unit includes all nonsupervisory professional school-level personnel employed by the Department of Defense Dependents Schools; excluding all nonprofessional employees, substitute teachers, management officials, supervisors and employees described in Section 7112(b) (2), (3), (4), (6), and (7) of the Statute.

Section 2. Exclusions. Local National and Third Country National employees are not covered by this Agreement as provided by Section 7103 (a) (2) of the Statute.

ARTICLE 2
RIGHTS OF EMPLOYEES

Section 1. Statutory Rights. By Title 5, U.S. Code 7102, employees of the bargaining unit are afforded the following rights:

“7102. Employees’ Rights.

“Each employee shall have the right to form, join, or assist any labor organization, or to refrain from such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under this chapter, 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 this chapter.”

Section 2. Policy.

- a. Any employee in the bargaining unit has the right to bring matters of concern to the attention of appropriate management officials, freely and without fear of penalty or reprisal.
- b. Employees have the right to report incidents of fraud, waste, abuse or danger to public health or safety without fear of penalty or reprisals. Before reporting health and safety hazards to officials outside of the local school, the principal shall be notified and provided with a reasonable amount of time to seek corrective action.
- c. Aggrieved employees and their designated representatives are entitled to reasonable privacy when discussing matters of personal concern.

Section 3. Right to Representation.

- a. The employee has the right to be represented by the Union during any examination by a representative of the Agency in connection with an investigation if:
 - (1) the employee reasonably believes that the examination or meeting may result in disciplinary action against him/her, and s/he requests representation.
 - (2) DoDDS representatives such as Air Force Office of Special Investigations (OSI), Naval Investigative Services (NIS), Army Criminal Investigations Division (CID), etc. must respect the Weingarten rights of employees as stated in *Section 3.a* (1) above.
- b. The Employer will inform employees of their right to request and receive representation before any disciplinary

and / or adverse action is imposed or an investigation, examination or review is conducted which they have reason to believe could lead to disciplinary or adverse action. The Employer will inform the employee of this right during orientation week of each school year. In addition this information will be given to individual employees in writing twice each school year, once in September and again in January. This information will also be included in the school's faculty handbook, if one is produced at the school. This notice will also be posted permanently on the school bulletin board.

- c. (1) If the requested representation is not available, the meeting will be postponed for a reasonable amount of time until representation is available.
- (2) The Agency and the Union will make every reasonable effort to provide another Union representative if a local union representative (LUR) or designee is not available.

Section 4. Official Records.

- a. Only documents authorized by the Office of Personnel Management (OPM) regulation shall be retained in the employee's Official Personnel File (OPF). All other documents shall be removed. The employee has the right to review his/her OPF and to have all unauthorized material removed. This purging will take place upon proper notification to the Civilian Personnel Office (CPO).
- b. Employees will have access to, and are authorized to make copies of documents in their employee file(s) maintained by their supervisors.

Section 5. Personal Information. Personal information will be made available to authorized persons only for official use as provided by law, rule, or regulation.

Section 6. Access to Regulations - at the School Site. Employees will have access to any regulation affecting personnel policies

and practices and working conditions as well as curricular materials pertinent to their teaching assignment which are normally maintained at the local school. Upon request, employees will be provided with a copy of each appropriate document or excerpts thereof.

Section 7. Warrants or Subpoenas. If an employee is to be served with a warrant or subpoena while at school during the normal duty day and Management knows in advance, it will make every effort to assure that it will be done in private without the knowledge of other employees or students.

Section 8. Investigations. Cross-reference to Article 35.
Investigations.

Section 9. Military Grade Equivalency.

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

<i>Schedule C,D,E, and F Unit Employees</i>	<i>Equivalent Grade</i>
Steps 1-10	0-3 (GS-11)
Steps 11 and above	0-4 (GS-12)

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

Section 10. Probationary Employees.

a. In accordance with Public Law 101-376, Civil Service Due Process Amendment, a probationary employee is defined as any DoDDS excepted service employee, other than preference eligible, who has not completed two (2) years of continuous service in a nontemporary appointment.

b. The trial period for temporary employees, who are reappointed or converted to permanent positions, will begin at

the time of reappointment or conversion. Service in the temporary position will not count toward the two-year probationary period.

c. Normally, by the end of the rating period, April 30, each educator serving in a trial period shall be informed whether or not his/her performance is satisfactory.

d. If an employee's performance necessitates the employee's separation, s/he must be informed in writing of the following:

- (1) Reason(s) for separation and statement of inadequacies
- (2) Notice of the effective date of separation.
- (3) Appeal rights through the Merit Systems Protection Board and EEO Commission.
- (4) The probationary employee may not grieve any aspect of his/her removal under the negotiated grievance procedure.

e. Nothing in this section will reduce the length of time that a probationary employee must serve to be eligible for career status.

f. If separated, the employee may request a waiver of his/her obligations for the Travel Agreement and Shipment of Household Goods.

Section 11. Witnesses.

a. When a unit employee is summoned or assigned to testify or appear to produce records by or on behalf of the Employer, or the United States Government, the District of Columbia, or any state of the U.S. or local U.S. Government at a judicial proceeding, s/he shall be in official duty status, and entitled to his/her regular pay.

b. When an employee is summoned as a witness in a nonofficial capacity on behalf of a private party in connection with any judicial proceeding to which the U.S., the District of Columbia, or a state of the U.S. or local U.S. Government is a party, the employee is entitled to regular pay during the time absent as a witness.

c. If an employee serves as a witness in a non-official capacity on behalf of a private party not in connection with any judicial proceeding to which the U.S., the District of Columbia, or a state of the U.S. or local U.S. Government is a party, the employee's absence must be charged to Any Purpose Leave or Leave Without Pay, and the employee may accept fees and expenses from the court incidental thereto.

d. Travel will be authorized when it is appropriate

Section 12. Postage for Official Documents. If the employee is required by his/her supervisor or by the DoDDS Personnel Center to mail official documents related to his/her employment, the employee will be provided a franked envelope pre-addressed to the DoDDS Personnel Center for the purpose of mailing.

Section 13. Personnel Services. The Military Departments and host nation control certain aspects of support that are not considered personnel administration. For example, these services may include, but are not limited to, the issuance of drivers' licenses, identification and privilege cards, vehicle registrations, authorization for rationed items, and permits unique to the country (i.e. Italian Soggiorno). These forms of support will continue to be provided by the Military Departments and local authorities of the host nation. Employees may obtain assistance, when necessary (i.e. certification of employee's entitlement to the support), from DoDDS personnel representatives located in the region or the DoDDS Personnel Center.

Section 14. Access to regulations - at the Civilian Personnel Office. If employees need access to regulations normally available at the servicing civilian personnel offices of the Military Departments, they shall have access to these regulations from the servicing civilian personnel offices of the Military Departments (as provided in the Inter Service Support Agreements with the Military Departments). Access to regulations by unit employees will be in accordance with procedures established in this Agreement.

ARTICLE 3
UNION RIGHTS

Section 1. Statutory Rights. By Title 5, U.S. Code 7114 (a) (1) and (2) (A) the Union is afforded the following statutory rights:

a. "7114. Representation rights and duties

' ' (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.

' ' (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."

b. The Union has the right to designate all of its representatives. These representatives may designate someone to act on their behalf. Prior to conducting any formal meeting involving resolutions of grievances and discussions of personnel policies, practices and working conditions, the Union shall be notified.

c. The union shall have the right to present its views, orally or in writing to any Agency, part of the executive branch of government, or to the Congress of the United States.

Section 2. Committees. If the Employer at the school or Regional level, establishes a committee to advise on developing or implementing personnel policies and practices, the Union at the

appropriate level will be authorized to appoint a representative to said committee.

*Section 3. **Personnel Manual.*** As the Employer revises the DoDDS Manual on Personnel Policies and Procedures, it will obtain Union input and will submit a draft of the revision to the Union for additional recommendations.

*Section 4. **Inter Service Support Agreements.*** The Agency will provide two copies of current servicing agreements between DoDDS and the servicing agents.

*Section 5. **Meetings.*** Each faculty will normally have time reserved for one Union meeting per month held after the duty day during which no other general meeting of the faculty is scheduled. This day will be mutually agreed upon locally by the Employer and the Union.

*Section 6. **Rights of Union Representative in Investigations and Examinations.*** See Article 35. Investigations.

*Section 7. **Authority of Contract.*** The provisions of this contract shall have the weight and authority of Agency regulations. Where there is a conflict between this contract and Agency regulations, the contract language will be controlling.

*Section 8. **Access to regulations.*** If the Union needs access to regulations normally available at the servicing civilian personnel offices of the Military Departments, the Union shall have access to these regulations from the servicing civilian personnel offices of the Military Departments (as provided in the Inter Service Support Agreements with the Military Departments). Access to regulations by the Union will be in accordance with procedures established in this Agreement.

ARTICLE 4 RIGHTS OF THE EMPLOYER

*Section 1. **Statutory Rights.*** By Title 5, U.S. Code 7106, the Employer is afforded the following statutory rights:

“7106. Management Rights

“a. Subject to subsection (b) of this section, nothing in this chapter 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-

“(1) among properly ranked and certified candidates for promotion; or

“(II) any other appropriate source; and

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

“b. Nothing in this section shall preclude any agency and any labor organization from negotiating-

“(1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

“(2) procedures which management officials of the agency will observe in exercising any authority under this section; or

“(3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.”

ARTICLE 5
UNION RESPONSIBILITIES

Section 1. Representation. The Union recognizes its responsibility to represent all employees in the Unit without discrimination and without regard to Union membership.

Section 2. Strikes, Work Stoppages, Slowdowns and Picketing.

- a. The Union recognizes that to call, or participate in a strike, work stoppage, or slowdown or to condone such activity, or picketing of the Employer in a labor management dispute if such picketing interferes with the Employer's operations is illegal under Title 5, U.S. Code, Chapter 71.
- b. Informational picketing is defined as picketing which is conducted on non-duty time in a manner which does not interfere with the Employer's operations. Consistent with this subsection the Employer affirms the right of the Union to engage in informational picketing.

ARTICLE 6
EMPLOYEE RESPONSIBILITIES

Section 1. Employee Responsibilities. The Parties recognize the standard applied to professionals and the obligations of employees employed overseas on military installations. An employee's responsibilities include, but are not limited to:

- a. reporting to work ready, willing and able to perform his/her professional duties.
- b. exercising of self determination in such things as personal appearance, personal beliefs and practices, social and private behavior so long as exercise of this right shows respect for the students, parents, community members whom they serve, and the host nation.
- c. familiarizing himself/herself with host nation and servicing military regulations and so conducting himself/herself in accordance with these laws and/or regulations.

*Section 2. **Outside Employment.*** Outside employment shall not adversely impact on the employee's duties.

ARTICLE 7 **EMPLOYER RESPONSIBILITIES**

*Section 1. **Information.*** The Employer agrees that it will inform employees where to obtain information on such matters as: transportation rights, housing allowances, health and safety procedures, leave procedures, promotion opportunities, Federal Employees' Compensation Act, Standards of Conduct, Incentive Awards, retirement benefits, and Employee Assistance Program.

By August 1 of each school year, the Agency shall provide the Union with a list of CONUS recruits and transferees including work address and assignment. The Agency shall also provide the Union with the names, work addresses and assignments of any new employees including local hires as they become known.

*Section 2. **Introduction of Representative.*** The Employer will introduce to employees the Local Union Representative during orientation week and thereafter to each new bargaining unit employee assigned to the school.

*Section 3. **Agencies Servicing DoDDS.*** When the Agency and the Union agree that an error was made or misinformation was given to employee(s), or to the Union, by the Agency or its servicing offices which resulted in employee loss of funds, rights or benefits, the Parties shall jointly request that the employee be made whole by the appropriate authority, normally the Government Accounting Office. This shall apply when there was no indication of fraud, fault or lack of good faith on the part of the employee. This course of action would preclude further grievance arbitration processing.

*Section 4. **Orientation Program.*** The Employer will develop an orientation program at each school that may include infor-

mation on the Federal Employees' Compensation Act (FECA), housing, hold baggage and household goods, government furniture and appliances, dental and medical facilities, transportation, commissary and exchange facilities, banking, POV registration procedures, local culture, climate, Red Cross, community service organizations, host nation laws, Status of Forces Agreements (SOFA), military regulations, and civilian personnel related matters, etc. The Union may suggest items for orientation of employees related to employment.

Section 5. School Year Calendar.

a. The Employer will establish a school year calendar in accordance with DoD Directive 1400.13 and provide it to the Union for comments.

b. Employees are entitled to all holidays as prescribed by Federal law, that may be added by Federal law, and that may be designated by Executive Order. Holidays will be observed in accordance with applicable regulations. Whenever an employee whose regular work schedule requires him / her to work on Sundays or U.S. holidays, s/he shall be paid premium pay in accordance with applicable regulations.

Section 6. Matters Appropriate for Negotiations.

a. In exercising the right to make rules and regulations related to conditions of employment, the Employer shall give due regard to, and abide by, the obligations imposed by this Agreement and Title 5 U.S. Code Chapter 71.

b. Conditions of employment means personnel policies, practices, and matters affecting working conditions of employees within the unit. The employer will give timely notice to the Union of changes thereto. Prior to implementation, the Employer will negotiate any newly formulated or proposed change to established personnel policies, practices, and matters involving or impacting on working conditions including reorganization.

Section 7. Rules, Regulations and Other Documents. A complete and current set of all DoDDs regulations applicable to school level operations will be maintained at every school. The Employer will have available a copy of each of the applicable servicing military agency grievance procedures at each school, and will provide the Union with 2 copies of the grievance procedures. The Union will be provided with 2 copies of changes to current regulations.

Section 8. Death Benefits Counseling. The employer will notify a deceased employee's designated next of kin as to the contact person(s) in the personnel office who will conduct the Death Benefits Counseling.

Section 9. Emergency Evacuations. In the event of an emergency evacuation of employees or their dependents, or both, from duty stations for military or other reasons or because of imminent danger to their safety and lives, the Employer shall ensure the safe evacuation and the payment of compensation, post differential and allowances to affected employees in accordance with pertinent regulations.

Section 10. Shipment and Storage of Goods. Employees will be authorized the storage and shipment of household goods in conjunction with assignments, reassignments and permanent change of station moves in accordance with appropriate regulations.

Section 11. Transportation.

a. In accordance with Department of State Standardized Regulations (DSSR), unit employees shall be entitled to round-trip transportation once a year at government expense for each dependent under 23 years of age attending an institution of higher learning in the United States.

b. Renewal Agreement Travel (RAT) Options. Unit employees on Renewal Agreement Travel orders may choose from among the following alternatives:

1. Indirect, (circuitous) routing

2. Deferred stops en route via AMC aircraft or chartered airplane.
3. Commercial aircraft or AMC sponsored flights.
4. Accompanied or unaccompanied dependents travel

Any additional expenses incurred beyond the constructive cost as a result of utilizing the above options shall be borne by the employee.

Section 12. Personnel Services.

a. DoDDS Personnel Center Services.

(1) Labor-Management Relations: The primary point of contact for DoDDS labor relations matters will be the Center.

(2) Equal Employment Opportunity: Support will be provided by the Center. DoDDS will retain reciprocal use of equal employment opportunity counselors with the Military Departments in order to ensure maximum freedom of choice of counselors for the unit employees.

(3) Grievances and Appeals: The primary point of contact for DoDDS grievances and appeals will be the Center.

(4) Employee Benefits, Incentive Awards and Performance Ratings: The DoDDS Personnel Center will process claims, incentive awards, performance awards and ratings; as well as provide service and guidance.

(5) Personnel Administration: The DoDDS Personnel Center will maintain the Official Personnel Folders and process personnel actions for all DoDDS schools. The Military Departments will continue to provide the support not considered to be personnel administration.

b. Other Personnel support

(1) The Military Departments and host nation control certain aspects of support that are not considered personnel administration. For example, these services may include, but are not limited to, the issuance of drivers

licences, identification and privilege cards, vehicle registrations, authorization for rationed items, and permits unique to the country (i.e. Italian Soggiorno). These forms of support will continue to be provided by the Military Departments and local authorities of the host nation.

(2) Employees will obtain assistance, when necessary (i.e. certification of employee's entitlement to the support), from DoDDS personnel representatives located in the region or the DoDDS Personnel Center.

ARTICLE 8 MUTUAL RESPONSIBILITIES

Section 1. Policy. The parties agree to strive to improve communications between employees and Agency, to promote efficiency and fair treatment of employees, and improve the morale and working conditions of employees. Such efforts will be focused on the goal of making DoDDS a better place for teachers to teach and for students to learn.

Section 2. Transition Assistance. The parties agree to make every effort to ensure that new and newly assigned employees will have a smooth transition into the school and community.

Section 3. Provisions of Law and Regulations. In the administration of all matters covered by the Agreement, the 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 is approved; by applicable policies and regulations of servicing military agencies; and by subsequently published policies and regulations required by law or by the regulations of appropriate authorities.

Section 4. Benefits and Obligations of Law and Regulation. Benefits granted or obligations imposed upon employees by applicable laws and/or regulations will not be denied or abrogated because of exclusion from this Agreement.

ARTICLE 9
UNION REPRESENTATION

Section 1. Conduct of Representational Business.

a. Policy. In the furtherance of good labor-management relations, as provided for in The Civil Service Reform Act, it is understood that officially recognized Union representatives have the responsibility of carrying out representational duties: therefore, Union officials will be granted duty time for the purpose of conducting representational duties.

b. Conduct of Activities. Representational activities may be conducted during times that employees are not instructing students, such as before and after instructional day, during recess, lunch and preparation periods. All representatives recognizing their responsibility as government employees, shall conduct representational business with as much dispatch as possible.

Section 2. Recognition of Representatives.

a. Listing of Union Officials. The Union will provide the agency with a list of Union officials and representatives including designated Local Union Representatives (LURs) as soon as possible after the beginning of the school year. There will be no more than one LUR per faculty who shall act as the official spokesperson for the Union in that school. The Union has the right to appoint any person to represent it at any school in the Unit, but first will make an effort to appoint an LUR from the faculty of the school s/he represents.

b. OFT officials covered by the agreement may designate another person to act in their behalf. Written advance notice of the designation will be provided to the management official concerned. Any business by the designee and management officials will have the full force and effect as business conducted by the designating OFT official.

c. The union will designate two (2) representatives for the

Regional level. Said representatives will be the point of contact for all representational matters for the bargaining unit. Any of the Regional Union Representatives may designate another person to act in his/her behalf.

Section 3. Official Time.

a. School Level.

(1) In schools where a regular period per day is not authorized for representational matters, the Local Union Representative (LUR) and the Principal will meet as needed, to determine the arrangements for times which may be used by the LUR. Such arrangements that may be considered will be limited to,

- (a) classroom coverage by another staff member;
- (b) class coverage for field/study trips or assemblies or special events;
- (c) combining classes for special programs;
- (d) release from non-instructional duties; and,
- (e) additional arrangements may be raised for discussion at the Regional JLMC meetings. These arrangements will be implemented if mutually agreed.

These arrangements shall be at no cost to the Agency. The Principal will be notified at least one day prior to the use of such time. The LUR will be responsible for making the arrangements with the other teacher who would assume his/her duties under these circumstances. Normal rules for approval of release time by supervisors will be applicable.

(2) When an elementary school and a high school are on the same base, but the high school does not have twenty-six staff members, the Union may choose to designate one representative for both schools. In such instances, if the representative is from the high school, the Local Union Representative (LUR) will be authorized one instruction free period of not less than forty minutes per day for representational business.

(3) In unit schools (K-S through K-12) when the Local Union Representative (LUR) is from the secondary school and is departmentalized, he/she shall be authorized one instruction free period of not less than 40 minutes per day for representational business.

(4) (a) Schools with the following number of staff members are authorized the days for representational business as follows:

1-25 staff members	5 days per year
26+ staff members	9 days per year

(b) In addition the Union will be provided a bank of 50 duty days from the above allocation which may be reallocated to other representatives at other schools by the Union. These days may not be allocated in blocks exceeding five (5) consecutive days at any one time. The Regional Union Representative will notify the Management Employee Relations Office a minimum of three (3) days in advance prior to reallocating such time.

(c) In the interest of the education program, in secondary schools with a staff of 26 or more, the LUR will be authorized one instruction-free period of not less than forty (40) minutes per day for representational business. This will be authorized where the LUR is not assigned a self-contained class. In those schools where a duty free period is authorized, the LUR will not be permitted to draw from the bank. The total number of days in the bank will be decreased by the number of days allotted for any school where the LUR has an instruction-free period for representation business in accordance with the original plan.

(5) The use of official time under this section, if not regularly scheduled, shall be requested in advance, normally three (3) work days, with the exception of paragraph (a)(1). The request must be in writing and specifically state the reason for the request. Such re-

quest will be approved by the principal absent compelling circumstances.

b. Regional Level. Upon written request prior to the beginning of the school year, two (2) employees, selected by the Union will be released from duty to perform full-time representational tasks as Regional Representatives. As determined by the Union, one full-time employee will be granted full-time official time with the employer paying full compensation for the aforesaid employee and all benefits to which the employee is entitled to as a full-time employee, consistent with law and regulations. The second full-time employee, designated by the Union will be authorized one-half official time, one-half LWOP with the employer paying one-half the compensation for the aforesaid employee and all benefits to which the employee is entitled as a full-time employee, consistent with law and regulations. At the conclusion of their term of office, these representatives will be authorized to return to their former positions at the school to which currently assigned.

c. In the event that, at any one school or at the Regional level, the number of formal third party proceedings (arbitrations, ULP hearings, etc.) exceeds the cumulative time under this section, additional time may be granted by the Labor Relations representative(s) for the region,

d. Union officials designated to prepare Department of Labor reports, Internal Revenue reports, and other officially required reports will receive not more than one day per year to accomplish this duty.

Section 4. Non-Employee Union Representatives.

a. Designated representatives of the Union, who are not employees of the Employer, may be admitted to the Employer's schools if eligible with military authorities for the following purposes:

- (1) Meetings with officials of the Employer
- (2) Contract Negotiations

- (3) Representation of an employee at any administrative or legal proceeding (i.e., Arbitration, MSPB, EEO, ULP, etc.)
- (4) Any other activities specifically authorized by the terms and conditions of this agreement.

b. The Union shall provide the Employer with written notification, as far in advance as practicable with the visitor's name, purpose of the visit, expected length of visit, expected time of arrival and departure, and other required information.

Section 5. Permissive Travel Orders. Upon request, the Employer may provide Union Representatives who are employees of DoDDS with appropriate permissive government travel orders for transportation for the purpose of conducting representational business.

ARTICLE 10

JOINT LABOR MANAGEMENT COMMITTEE MEETINGS

Section 1. Local Level. The parties agree that at the school level matters appropriate for discussion (personnel policies/practices and working conditions) are best resolved on an informal basis. The Local Union Representative and the principal, or his designated representative, shall meet and confer at reasonable times. Either the Local Union Representative or the Principal may require that there be formal meetings between the principal and such administrator or administrators (but not to exceed three including the Principal) and the Local Union Representative and such other Union representative or representatives (but not to exceed three Union representatives including the Local Union Representative) once each month, provided, however, that not more than seven (7) such meetings be required during any school year.

Section 2. Regional Level.

a. Policy. At the Regional Level, the parties recognize that

many matters appropriate for consultation and/or negotiation are best resolved informally. To this end the Union and the Agency agree to meet at reasonable times, informally, to resolve day to day concerns. To facilitate planning, a regular set time may be established by mutual agreement. Official time is authorized for these meetings.

b. Scheduled Meetings. To facilitate impact bargaining and provide the means whereby the Union may present employee concerns to the Agency formally, scheduled meetings will be held, commencing with the first year this agreement is in effect or earlier upon mutual agreement. These meetings will be scheduled prior to the beginning of the school year; however, by mutual agreement the sites and times may be adjusted to reduce travel costs or facilitate travel.

(1) **Joint Labor Management Committee Meetings.** The Union may nominate five (5) representatives who will be on official time to attend each of the five (5) scheduled meetings. Travel and per diem will be authorized for two (2) Union representatives per meeting except for the meeting held at the duty site of the full-time Representative. One representative attending the meeting at the site of the full-time Union Representative shall be authorized surface travel and per diem. An additional two (2) representatives will also receive a travel day to facilitate attendance.

(2) **Impact and Implementation Meetings.** The Union's full-time representatives or their designees will be on official time to attend the two (2) scheduled Impact and Implementation meetings. Travel and per diem will be authorized to the Union representatives not assigned to the meeting site.

c. Proposed Changes. Matters appropriate for consultation or negotiation at the Regional level are personnel policies and practices relating to conditions of employment which are within the discretion of the employer. If the Union wishes to negotiate concerning the implementation or impact on employees of any Management or Union initiated

change, the Union must declare its intent by submitting written proposals to the Agency's representative within a reasonable period after notification of the proposed change.

d. Agendas and Minutes. The parties agree to notify each other of the tentative agenda items for each meeting at least fifteen (15) calendar days in advance. Each party will be responsible for keeping its own minutes of the meeting.

e. Sites of Meetings.

(1) Joint Labor Management Committee Meetings. The meetings will be rotated among Spain, Italy and Greece/Turkey. One (1) meeting will be held in Spain, three (3) in Italy, and one (1) in Greece/Turkey. One of these meetings will be held at the duty site of one of the full-time union representatives. Only the full-time Union Representative or his/her designee may attend from outside the hosting country. The exceptions to this are (1) for the meeting in Spain one representative from the Azores may attend, and, (2) for the meeting in Greece/ Turkey a representative from Bahrain may attend.

(2) Impact and Implementation Meetings. Two (2) meetings will be held in conjunction with the regional meetings. The two I & I meetings held in the region shall be scheduled at a mutually agreed upon time but no later than two weeks following a scheduled JLMC. The site of the I & I will be at the duty site of one of the full-time representatives.

f. Additional Meetings. One additional JLMC meeting a year may be scheduled at the request of the Union; however, any travel or per diem will be at the Union's expense.

Section 3. Permissive TDY Orders. Unfunded permissive TDY orders will be provided for one JLMC meeting attendee not assigned to the site of the meeting. These orders will cover travel to and from the meeting and the duration of the meeting. The attendee on permissive orders shall be on release time for travel to and from the meeting and while at the meeting.

Section 4. Additional TDY Orders. Funded TDY orders will be provided to support two (2) TDY trips per year for travel to Spain and/or Turkey. The orders may be used by either of the two full-time Union Representatives. The orders will cover travel to and from one destination for each TDY with one authorized work day for each TDY.

Section 5. Recognition of Spokespersons. The Agency agrees to recognize the person designated by the Union as chief spokesperson in the local and regional JLMC meetings. Such designee will be empowered to act fully for the Union at the appropriate level.

ARTICLE 11 UNION SPONSORED TRAINING

Section 1. Policy and Procedure.

a. The Union will be granted a bank of fifty-five (55) days for Union Sponsored Training of which fifty (50) days shall be excused absence and five (5) days shall be leave-without-pay (LWOP). The Union retains the right to determine whether the leave used will be excused absence or the LWOP. A written request for release time for the participants for Union Sponsored Training shall be submitted to the DoDDS Regional servicing personnel Labor Relations representative(s), normally thirty (30) calendar days in advance. If thirty (30) calendar days notice cannot be given, the Union will notify the Agency's designated Labor Relations Representative approximately when notice will be given. The Agency will make efforts to accommodate the request if notice is given less than thirty (30) days in advance. Such request shall detail a listing of employees requested to attend and the school where assigned with the understanding that substitutions can be made. The training will deal with labor relations.

b. Excused absence may be granted for up to twenty-four (24) hours per school at any one time, to be taken in incre-

ments of no less than eight (8) hours, to attend Union Sponsored Training.

c. Such training shall not be scheduled during the first two (2) weeks of school; the last two (2) weeks of school; nor during the weeks ending grading periods. No more than three (3) representatives per school may attend any training session at one time. Each employee designated for training may be authorized one (1) day travel, except that the total authorization under this provision for training and travel shall not exceed fifty-five (55) days per year or twenty-four hours per training session.

d. Not later than thirty (30) calendar days from the end of the training, the Union shall certify attendance at the training in writing to the Agency's designated Regional Labor Relations Representative.

Section 2. Employee Contract Orientation.

a. The Parties recognize the importance of employee familiarization with the negotiated Contract. The Agency authorizes the dismissal of school one (1) hour early for one (1) day at each school for employee orientation during the initial school year in which the Contract is approved. The Union will notify the Agency at least fifteen days in advance of its desired schedule for closing.

b. In subsequent years in which the Contract is effective the Agency will provide, upon Union request, at each school a block of two (2) hours during orientation week in which the Union may provide orientation training.

c. While employee attendance is voluntary, this time is considered official time and employees not attending are expected to remain on duty.

Section 3. Permissive Travel Orders. Upon request, the Employer may provide Union Representatives who are employees of DoDDS with appropriate permissive government travel orders for transportation for the purpose of conducting representational business.

ARTICLE 12
USE OF OFFICIAL FACILITIES

*Section 1. **Postal Services / Distribution Boxes.***

- a. Within each school, the Agency will provide the Union with a distribution box similar to and in the same location as employee distribution boxes. This box will be for Union use.
- b. The Union shall be allowed to distribute literature to employees' school distribution (mail) boxes.
- c. Upon request the Agency shall assist the Union in obtaining a postal box at the military postal office at the appropriate base/installation.

*Section 2. **Bulletin Boards.***

- a. (1) The Agency will provide the Union with a bulletin board in each school's employee lounge(s) or other appropriate location as determined locally.
- (2) This is for the exclusive use of the Union.

*Section 3. **Use of School Facilities.*** The Union will request use of school facilities in advance and in writing to the principal. Such a request shall include date of desired use, room requested, reason for usage, and person responsible. Such use will be granted unless it conflicts with the educational program. If the Union official in charge has the means to secure the facility and a security problem results, use of the facility may be curtailed.

*Section 4. **Communications Media.***

a. Telephones.

- (1) The Union shall be permitted reasonable use of both DSN (autovon) and commercial telephones for representational business. When required by Management all communications will be recorded in a communication log provided by management.

(2) The two full-time Regional Union Representatives will be authorized reasonable use of commercial long distance telephone service for representational business within the Region. They are also authorized reasonable use of commercial long distance telephone service to contact the DoDDS Personnel Center, arbitrators, mediators and other government officials which are necessary in carrying out representational responsibilities.

b. Facsimile Machines (FAX).

(1) Upon approval of the school principal or Regional Office or DoDDS Personnel Center, the Local Union Representative may use the FAX to send material dealing with representational matters to the two full-time Regional Union Representatives, the Regional Office, the DoDDS Personnel Center or any other approved destination.

(2) The two Regional Union Representatives will be authorized reasonable use of DODDS facsimile equipment at their assigned duty locations to contact the DODDS Personnel Center and/or the Regional Office or any other approved location concerning representational business. The Regional Union Representatives will inform the principal of the need to transmit documents concerning representational business. The Regional Union Representatives will secure approval for facsimile transmission by obtaining the principal's initials or signature on the transmittal sheet. It is understood that the facsimile documents are accessible to Management; however, Privacy Act Requirements must be recognized. Use of DODDS facsimile equipment is limited to transmitting to the DODDS Personnel Center and/or Regional Office and any other approved location.

c. Electronic Mail. Official representatives of the OFT will be authorized to utilize the current cc:mail and any replacement electronic mail under the following conditions:

(1) OFT Local Union Representatives will be authorized

two-way communications with the appropriate OFT Regional Union Representative.

(2) The OFT Regional Union Representatives will be authorized two-way communications with each other, the DODDS Personnel Center, the Regional Office, and their Local Union Representatives.

(3) At the Union's request, the OFT Regional Union Representatives will be authorized two-way communications with each other, the DoDDS Personnel Center, the Regional Office and its Local Union Representatives from the two OFT Regional Union Representatives' designated offices if the OFT funds and maintains the necessary remote access hardware and software.

(4) The communications may be used only for representational purposes.

(5) The electronic mail may be routed to school and office "mail boxes" for distribution to individuals. It is understood that the electronic mail messages are accessible for management and technical reasons; however, Privacy Act requirements must be recognized.

Section 5. Faculty Meetings.

a. After the formal close of any faculty meeting, Management shall announce that the Union will be granted at least five (5) minutes time for the purpose of making general announcements. The Agency's representative shall not be present unless requested by the Union. Employees will not be required to remain.

b. Any written agenda of the faculty meeting shall include a statement that the Union will be granted 5 minutes after the close of the meeting.

Section 6. School Equipment. The Union is authorized reasonable use of school duplication, photocopiers, audio visual equipment, computers and word processors, with the approval of the Agency.. Use of other school facilities or services not specifically provided by this Article is not authorized.

Section 7. Mail Service. OFT officials may use available mail services at their schools. The Union may add to mail destined for other offices and send the total package in franked envelopes (or its equivalent). The Union will be authorized the use of available mail drops.

Section 8. Reference Section. The Union is authorized to place reference materials which it provides to its unit members in the unit schools. Professional journals, magazines, books, and other periodicals and publications will be locally selected and procured depending upon current department interests, needs and available funding. The location of these materials shall be decided by mutual agreement between the school principal and the Local Union Representative.

ARTICLE 13 INFORMATION TO THE UNION

Section 1. Request for Information. Normally: (1) Oral requests for appropriate information from the Employer shall be responded to with oral replies; (2) Local Union Representatives will request information from principals; (3) the Regional Union Representatives will request information from the Regional Office; and (4) requests for information from the Regional Office will be addressed through the Management Employee Relations Branch by the Union.

Section 2. Union Access to Regulations. The Employer agrees that the Union will have access to regulations relating to personnel policies, practices, and matters affecting working conditions maintained at the school level or the Regional level. It is understood that for the purposes of this section, regulations include official directives, pamphlets, instructions, and manuals. Upon request, the Union will be provided a copy of any regulation or appropriate portions thereof, if available, at the school or regional level.

Section 3. Copies of Regulations. The Employer will provide to the Union two (2) copies of new DoDDS issuances pertaining to personnel policies and practices and working conditions. A copy will be sent to no more than two (2) addresses provided by the Union. Said issuances will be provided as soon as practicable. Principals will provide the Local Union Representatives with one (1) copy of all issuances received through the Employer's distribution channels (Distribution Code M) regarding personnel policies and practices and working conditions.

Section 4. List of Employees.

- a. The Employer will provide upon request a copy of its computerized alphabetical listing and listing by school of employees containing school address, title of position, grade level and pay.
- b. As soon as practicable, DoDDS will provide to the Union an up-dated listing of the names of all unit members accepting a transfer or reassignment.
- c. As soon as practicable, at the start of each school year, the Principal shall provide the Local Union Representative a list of unit members in the school.

Section 5. Upon request, the following information will be provided to the Regional Union Representatives in a timely manner:

- 1) A copy of the manpower voucher for each school in effect as of 1 August of the next school year but issued in the previous school year (normally January / February). Others will be provided upon request.
- 2) Two copies of the DoDDS telephone directory. If a local school directory is published, it should also be provided.
- 3) Two copies of application book, "Overseas Opportunities."
- 4) Two copies of the Applicants Evaluation Guide.
- 5) Two copies of the DoDDS profile.

- 6) Two copies of the current copy of each new budget cycle as reported by the Agency.

Section 6. Lists of Officials. An up-to-date list of all DODDS Personnel Center officials, their work addresses, telephone and facsimile numbers and their job titles will be furnished to the Union. An updated list will be provided to the Union as changes are made.

ARTICLE 14 VACANCIES AND PROMOTIONS

Section 1. Scope and Policy. This article applies to placement actions taken within the bargaining unit.

a. Union rights. The Union has the right to negotiate on impact and implementation of procedures and/or changes to promotion or reassignment procedures within the bargaining unit and to review those actions taken.

b. Employee rights. Employees have the right to apply and be considered for reassignment /promotion for positions within the bargaining unit for which they qualify in accordance with announced eligibility requirements. The Parties recognize that employees are entitled to full and fair consideration for advancement and that selection should be made from among the best qualified candidates.

c. Career Counseling. Upon request, the Agency shall provide career counseling to individual employees. Employees are responsible for submitting and updating promotion applications.

Section 2. Vacancies and Staffing Adjustments.

a. Policy. The Employer will determine whether a vacancy exists; whether to fill the vacancy or abolish or restructure the vacancy; and from what source, i.e., local recruitment, reassignment, CONUS recruitment, etc., to fill the vacancy. Vacancies shall be filled consistent with this Article and applicable law and regulation.

b. Definition. A vacancy, for the purpose of this Agreement, is defined as any unfilled funded position for which recruitment is intended.

c. Prior to submission of a vacancy to outside recruitment, the principal will review applications from unit employees who wish to be reassigned to known or anticipated within school or school complex vacancies. Unit Employees who are fully qualified may request reassignment within the school or school complex and be given consideration for any vacancies that occur.

d. Upon receipt, vacancy announcements from other regions will be posted until their closing dates. Copies of vacancy announcements shall be provided to the Union officials at Local and Regional level.

e. Applicants not selected under Inter Regional Transfer Program (IRTP), who have indicated placement interest within DoDDS, will have their names added to the list of voluntary reassignment candidates for DoDDS locations listed on their IRTP application. Persons who want consideration for positions or locations not listed on the IRTP application, may request such consideration by submitting a letter to the Regional Director.

Section 3. Temporary Promotions. A unit employee who is temporarily assigned to a position classified at a higher pay rate shall be given a temporary promotion on the thirty-first (31st) calendar day of the assignment, provided that the unit employee meets qualification requirements for the position.

Section 4. Review Rights. Upon request, the Union may review applications, listings of vacancies identified by the Employer for recruitment, and listings of the manner in which vacancies were filled, including names.

Section 5. New positions. Whenever new positions are established within the Bargaining Unit (i.e.: Instructional (Peer)

Coach, TST Trainers, Computer Coordinators), the Union will be informed of:

- (1) the establishment of the position
- (2) the position description
- (3) the qualifications for the position
- (4) the responsibilities of the position
- (5) the selection procedures to include the ranking factors.

ARTICLE 15 REASSIGNMENTS

Section 1. Policy. The Union and the Employer agree that the reassignment process will be governed by law and regulation. The impact and implementation of any changes in eligibility requirements and reassignment procedures will be negotiated with the Union.

Section 2. Definition. A reassignment is the change of the assignment of an employee from one position to another position without promotion or demotion (that is no increase or decrease in the pay of the position).

Section 3. Annual Survey of Intent.

- a. Each school year the Agency will survey employee interests for the following school year.
- b. The Agency will provide the Union a copy of the survey results upon request.

Section 4. Reassignment Options. Employees may request reassignment anywhere within DoDDS for any reason.

Section 5. Acceptance of reassignment. An applicant may withdraw from the program without penalty if Agency receives the withdrawal from the unit employee or the Union prior to the beginning of that transfer round.

Section 6. Compassionate Reassignments. Employees may request special consideration for reassignment for personal reasons / conditions. The request should include supportive documentation. Requests will be reviewed by the Employer on a case by case basis. Upon request, Agency and a Union Representative and/or the employee will meet to discuss the merits of a compassionate transfer.

Section 7. Requirement for Transportation Agreement. Employees may request reassignment within DoDDS regardless of completion of a current Transportation Agreement, however, when reassigned, employees must sign a new Transportation Agreement for the location to which assigned.

Section 8. Information to the Union. Upon request, the Agency will provide the Union the following information:

- a. A list of employees who have requested reassignment within DoDDS that includes: name, present teaching assignment and location, if spouse reassignment is a condition, school and country requested and positions for which certified.
- b. A list of vacancies reported to DoDDS for the Transfer Program and CONUS recruitment.
- c. A listing of unfilled positions as of 1 June.
- d. Upon request, DoDDS will provide the Union with a copy of all known and anticipated openings.

Section 9. Transfer Program.

- a. Management will make every reasonable effort to notify employees who have been declared surplus or excess in time to participate in the DODDS transfer program.
- b. If the Agency changes the criterion of the World-Wide Transfer Program from Service Computation Date (SCD) to a point system or any other system, the Agency will notify the Union.
- c. Transfer applications will be distributed to employees by the Agency.

d. When available, the Union will be provided a listing of positions that were offered and accepted or declined and a list of positions which remain unfilled.

e. A subsequent list of transferees in and out of the Region as well as Stateside hires will be provided to the Union at the start of each new school year and at the end of each fiscal year.

f. A Union Representative shall be provided with the opportunity to be present at all transfer meetings/rounds involving the placement of employees through the transfer program. The Union will be notified by the Agency as to when the program will be held.

Section 10. Involuntary reassignments.

a. While involuntary reassignments shall be kept to a minimum, pursuant to the Employer's education mission, it may become necessary to involuntarily reassign a unit employee either from one school location to another school location or from one assignment in one grade/subject area to another grade/subject area with different qualification standards from the grade/subject area currently being taught. Normally, the Employer shall accomplish such reassignments through the use of qualified volunteers who shall have two duty days in which to respond. Whenever qualified volunteers are not available, an individual may be selected for involuntary reassignment with as much advance notice as circumstances warrant. The written notice of involuntary reassignment will contain the following as a minimum:

- (1) reason(s) for the reassignment;
- (2) why the unit employee was selected;
- (3) an opportunity for the individual to give reasons why he/she should not be reassigned. In this statement, the individual should include any extenuating circumstances of a personal nature which he/she feels should be taken into consideration.
- (4) that the employee has not less than three duty days in which to respond as per 12.b(3).

b. Rights of involuntarily reassigned excess employees prior to Permanent Change of Station (PCS). When an employee has been involuntarily reassigned to a position that he/she did not request and another position becomes available for which the employee is qualified, the displaced employee shall be given the opportunity to accept the new position provided a permanent change of station has not taken place.

Section 11. Drawdown Procedures - Within School Complex. Nothing in this article shall prevent unit employees from participating in the World-Wide Transfer Program.

a. In the event of a staff drawdown / realignment necessitated by declining enrollment, or changes in the program, DODDS management first shall notify the faculty of the situation immediately. The staff should be briefed on the following:

- (1) actual staffing requirements
- (2) actual staffing reductions
- (3) procedures for local placement of teachers
- (4) procedures for Regional placement of teachers.

b. Teachers who are identified as SURPLUS (EXCESS) will be placed as follows:

- (1) reassignment within the school/school complex, in accordance with this Article on Reassignments,
- (2) reassignment within the district, utilizing the same procedures as outlined in Section 12 of this Article on school closures.

c. A Reassignment Questionnaire (with an identification of school/ school complex, and areas within the Region as available for preferences) will be used by all excess /surplus teachers.

d. Unit employees who volunteer will receive consideration as described in b. above, in accordance with the following criteria:

- (1) earliest Service Computation Date (SCD)
- (2) length of service at current location

The Union will designate a representative who will be given the opportunity to be present during the placement process.

e. Surplus / excess unit employees who cannot be placed within the District will be identified to the DoDDS Personnel Division for reassignment assistance world-wide, in accordance with Section 12 on school closures.

Section 12. Drawdown Procedures - School Closures, etc.

Nothing in this article shall prevent unit employees from participating in the World-Wide Transfer Program.

a. Policy. The procedures of this section will be used for eligible unit employees within a school that closes, reduces in size, or consolidates, and for eligible unit employees who are identified as SURPLUS / EXCESS in a school undergoing staff reduction and who cannot be placed under Section 11 of this Article.

b. The Agency will notify the OFT of planned closure and / or manpower surplus at an affected school(s). The notification will include the name of the school, the positions affected, and staff members affected, including copies of manpower authorization documents.

c. Designated representatives of the OFT and DoDDS may jointly meet with affected employees. At this meeting, the affected employees shall be advised of their rights and obligations resulting from the school closure and / or drawdown, and will be provided with an application (see Appendix A), that must be submitted to their school principal within five (5) workdays of receipt. DoDDS will forward copies of all applications to the two full-time OFT representatives.

(1) The Agency will provide the OFT full-time representatives with a list of NTE positions which exist within DoDDS at the time the applications are being distributed. Manpower vouchers for the current School Year (SY) as well as subsequent School Years, when finalized, will be given to the OFT full-time representatives.

(2) When placements are to be made, NTE and other available positions will be listed by the category numbers used in the transfer program. Vacancies at the secondary level shall be listed by half-time teaching assignment, if applicable, so as to permit filling of vacancies by combining any two half-time assignments.

(3) In order to insure that the maximum number of vacancies are available for placement purposes, local recruitment in DoDDS may be frozen in those locations indicated by affected employees as their preferences.

(4) Each applicant and the principal shall jointly verify the teaching categories for which the applicant is qualified. Any disputes shall be submitted to the DODDS Personnel Staff for determination. The OFT full-time representatives, or their designees, are authorized to participate in reviewing the employee's qualifications and provide input.

(5) Applicants shall be deemed to be qualified for any position for which they are currently certified.

(6) By means of the Reassignment Questionnaire, unit employees shall be given the opportunity to apply for vacancies by School. Consideration for priority placement shall be given to applicants who request special circumstances on the Reassignment Questionnaire. Applicants will be processed beginning with unit employees having the earliest Service Computation Date (SCD). In the event two or more qualified unit members have the same SCD, the following tie-breaking criteria apply:

- (a) length of service at current location
- (b) credits earned toward qualification for position

(7) Two teachers who are members of the same household / family, shall be able to apply separately with each using their own SCD or they can average their SCD. In both cases, reasonable efforts will be made to place such applicants at the same school or within a reasonable commuting distance.

d. Unit employees reassigned pursuant to these procedures shall not lose accumulated transfer points.

e. Unit employees reassigned pursuant to these procedures who are completing one year of a two year transportation agreement shall be entitled to a Permanent Change of Station (PCS) move to their new duty station. In accordance with JTR, Volume II, C4164, 2.b, the first school year of service at their new location will complete the second consecutive school year of service required under their two year transportation agreement.

f. If no offer can be made (based on the unit employee's preferences as identified in the application) the affected teacher shall be given priority consideration to any vacancy that becomes available in any of the unit employee's preference school/areas until May 1st of the affected SY. In the event an employee has not been placed within his/her preference areas by May 1st of the affected SY, the two (2) alternate school/area preferences will be considered (refer to Appendix A: Reassignment Questionnaire). If an offer cannot be made by June 1st of the affected SY, within the employee's preference, taking into consideration the two alternate areas of preference, the employee may be reassigned to a vacancy anywhere in the region. If the employee cannot be assigned within the region, the employee will be referred to the World-Wide Transfer Program as excess, if the World-Wide Transfer Program is being conducted, and if the employee cannot, the employee will be issued a Reduction In Force (RIF) notice and placement will be in accordance with Article 29 of this Collective Bargaining Agreement. Any separation action will be effective no earlier than the last duty day of the affected SY.

g. Acceptance or rejection of assignment must be provided by the employee, in writing, to the school principal, within five (5) working days absent circumstances beyond the employee's control. The unit member must present the school principal with a request, in writing, for an exten-

sion of time to reply. Failure to either accept / reject or to contact the school principal for extension will result in withdrawal of the offer.

h. The OFT full-time representatives, or their designees, will be notified of, and given an opportunity to attend and monitor all placement efforts within DoDDS. It is anticipated that management will attempt to provide the union this opportunity once each week until all applications are processed. When, and if, additional vacancies exist at the time the OFT full-time representatives, or their designees, visit the DoDDS Regional Office, a copy of the vacancies will be given to them. The Agency will normally process these applications as they are received and the Union will be given an opportunity to observe.

ARTICLE 16
TEMPORARY - NOT TO EXCEED (NTE)
Full and Part Time Appointments

Section 1. Conversion Policy.

a. Employees appointed in an overseas area to positions will be in accordance with DoD Directive 1400.13. 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 employee may be converted to an Excepted Appointment-Conditional at the end of the current school year.

b. A fully qualified employee appointed in the United States or one who has previously served at least eight (8) calendar months in a part or full-time position with the DoD Overseas Dependents Schools System will, upon appointment to a continuing part or full-time position, be given-

an Excepted Appointment-Conditional, unless eligible for an Excepted Appointment without condition.

Section 2. NTE's (full or part-time) are eligible to sponsor extra curricular activities and attend DoDDS workshops.

ARTICLE 17 COMPENSATION AND BENEFITS

Section 1. Teacher Salary. In accordance with the Statute (PL 86- 91 as amended by PL 89-391) the basis of teacher salary will be fixed at rates equal to the average of the range of basic compensation for similar positions of a comparable level of duties and responsibilities in urban school jurisdictions in the United States of 100,000 or more population. Upon receipt of salary schedules, the Employer will furnish the Union a copy. Employees shall be given the option of receiving their yearly salary on the basis of 21 pay periods (over ten months) or 26 pay periods (over twelve months).

Section 2. Housing Allowances and Differentials.

a. In accordance with DOD Directive 1400.13, entitlement of employees to quarters, quarters allowances, cost of living allowances, and post differentials shall be determined in accordance with Standardized Regulations (Government Civilians, Foreign Areas) issued by the Department of State, April 1961, as amended, and other appropriate regulations, except that other provisions as described in this article shall apply.

b. Eligibility for transportation benefits shall be determined in accordance with the Joint Travel Regulations, Volume II, and other appropriate regulations.

Section 3. Temporary Living Allowance and Living Quarters Allowance for Newly Arrived Employees.

a. Employees will be authorized the Temporary Living Allowance permitted by the government in regard to both time and money consistent with applicable regulations.

b. When the Living Quarters Allowance of a newly arrived employee(s) does not sufficiently cover expenses for housing and utilities, the employee(s) may request the servicing Civilian Personnel Office to file a report with the Department of State Allowances staff.

Section 4. Travel.

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

b. A unit employee on official business (permanent duty travel or temporary duty travel) will exercise the same care in incurring expenses and accomplishing the mission that a prudent person would exercise if traveling on personal business. When possible, travel will normally be scheduled so employees may travel during their regular hours of duty, in accordance with JTR, Volume II, Section C1058, Ch. 343 5/1/94, CIB-7,8.

c. When necessary to attend approved courses, and with the consent of the principal, employees will be excused from duty without loss of pay or charge to leave to attend classes which begin before the school year ends or ends after the school year begins.

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

*Section 5. **Tour of Duty.*** The tour of duty, that is the length of time an employee must remain in a duty location upon appointment/reappointment, will be in accordance with the JTR,

Volume II. The Union will be notified, in advance, of changes in tour of duty. The Union may request to negotiate the impact and implementation of any changes in tour of duty.

Section 6. Late Pay. Upon notification of the employee to the Employer of failure to receive the correct amount due on a regular scheduled pay day (i.e. underpayment or no payment), the Employer will request from the servicing finance office that a corrected or supplemental check be issued as soon as practicable.

Section 7. Debt Collection Act Procedures.

a. In the event of any error causing an employee to receive an overpayment of authorized entitlements, the Employer or servicing finance office will provide the employee written notice, informing such employee of the nature and amount of the indebtedness determined by the Employer or servicing finance office to be due and the intention of the Employer to initiate proceedings to collect the debt through deductions from pay. This notice may be by letter or electronic mail message. The notification will include the employee's rights under the Debt Collection Act. If the unit employee is aware of any overpayment and has not been notified by the Employer of this overpayment, the unit employee has the responsibility to notify the Employer of the overpayment and make arrangements to repay this debt. The following shall apply:

(1) A unit employee may request a waiver to the overpayment. However, the Debt Collection Act states that a claim of the United States against a person arising out of an erroneous payment of pay or allowances may be waived only under certain standards. The final decision on granting the waiver rests with the Employer.

(2) If it is determined an overpayment must be repaid by deduction from the employee's pay, arrangements will be made with the employee to determine when the deductions will be made and the amount of deductions.

Under no circumstances will an employee's pay be reduced by more than fifteen (15) percent of disposable income per pay period, except that a greater amount may be deducted upon written consent of the individual involved. Disposable income is defined to mean the individual's remaining income after the deduction from his/her earnings of any amounts required by law to be withheld.

(3) The due date for full payment is thirty (30) calendar days unless proceedings to collect the debt through deductions are initiated by the servicing payroll office. If the employee does not agree to pay the debt voluntarily, involuntary offset is authorized under 5 U.S. C. 5514,

(4) Unit employees shall be entitled to an oral hearing or administrative hearing. An oral hearing shall include the right to present evidence, including witnesses and documents. An administrative hearing shall include a review of the written records. The parties agree that the most cost effective means of conducting hearings should be utilized, when appropriate.

(5) The filing of a petition for hearing shall stay the commencement of collection proceedings pending decision of the hearing officer. The filing of the petition must occur on or before the fifteenth (15th) day following receipt of the notice of indebtedness.

(6) If an oral hearing is conducted, the Employer may elect to hold the oral hearing through available telecommunications.

(7) If an oral hearing is conducted, employees shall have the right of reasonable pre-hearing discovery and the opportunity to question material government witnesses concerning their calculations and conclusions of indebtedness.

(8) The hearing may not be conducted by an individual under the supervision or control of the head of the Em-

ployer, except that nothing in this article or the Debt Collection Act shall be construed to prohibit the appointment of an administrative law judge. Table 30-1, DOD 7000.14-R, Financial Management Regulation, Volume 5, should be used as a guide for selecting hearing officials.

(9) If the unit employee retires or resigns before collection of the debt is completed, all final pay (salary and lump-sum leave) must be applied to the unliquidated debt balance by administrative offset under U.S.C. 3716 without additional notification.

(10) The erroneous withholding of pay based on the debt collection process may be subject to back pay and interest as provided for by law.

b. The unit employee may exercise whatever right to review a decision of the hearing officer he or she may have under law. If the Employer violates the Debt Collection Act or the provisions of this Article, a grievance may be filed by the unit employee under the provision of the negotiated grievance procedure. It is understood that this Article applies only to debts owed by unit employees within the Department of Defense and does not apply to debts owed to other Federal agencies.

*Section 8. **Danger Pay.*** The Employer will request the appropriate authority (officials) authorize danger pay allowance when unit employees are assigned to areas where danger pay is granted to either military or other civilian personnel servicing in the same duty site.

*Section 9. **Direction to do additional duties: Premium Pay.***

a. Employees are entitled to all holidays as prescribed by Federal law, that may be added by Federal law, and that may be designated by Executive Order. Holidays will be observed in accordance with applicable regulations. Whenever an employee whose regular work schedule requires him/her to work on Sundays or U.S. holidays, he/she

shall be paid premium pay in accordance with applicable regulations, in accordance with DoD Directive 1400.13.

Section 10. Proper and Timely Pay.

a. Policy. The Agency and the Union agree to the goal that the unit employees be paid in a timely, accurate manner.

b. To implement this policy of financial services, the following conditions will apply,

(1) unit employees will have an electronic mail (cc:mail), telephone, and FAX capability, when necessary, that ties into the finance office(s) which service them. This can be used for inquiries and responses.

(2) normally, pay inquiries will be responded to within three (3) duty days.

(3) when a change in a unit employee's pay is substantially different in amount of pay by the error of the finance office, the unit employee will be notified as soon as possible. Normally, a substantial difference is defined as \$100.00 or more.

(4) when payment is delayed and not received on the effective date by a finance office error (of which the finance office is aware), the unit employee will be notified as soon as possible.

(5) a worksheet and letter of explanation will accompany each unit employee's Living Quarters Allowance (LQA) annual reconciliation. Normally, completion of this task will occur no later than two pay periods after receipt of data from personnel office.

(6) a worksheet and letter of explanation will accompany each unit employee's annual retroactive pay raise reconciliation. Normally, completion of this task will occur no later than two pay periods after receipt of the new pay schedules from personnel.

(7) all finance offices will maintain strict compliance to the provisions of the Debt Collection Act and its implementing regulations.

(8) the Agency will encourage/urge finance offices to issue newsletters and other civilian pay literature for widespread circulation to unit employees.

(9) the Employer will recommend to the appropriate finance officials that the leave and earnings statement identify all income and deductions for each pay period.

(10) the DoDDS Personnel Center will make every effort to forward all data on annual LQA reconciliation to the servicing finance offices within a reasonable amount of time after receipt of the LQA vouchers from unit employees. The parties recognize that due to mitigating circumstances (i.e. incorrect data submitted by employee, verification of data submitted by employee, etc.), there may be some delays in forwarding this data to the finance office.

c. Payment. Within fifteen (15) days after notification by the employee that the Extra Duty Assignment was completed, the Agency will notify the appropriate finance office authorizing payment.

ARTICLE 18 EQUAL EMPLOYMENT OPPORTUNITY

Section 1. Policy. The Parties agree to cooperate in providing equal employment opportunity for employees; to prohibit discrimination based on race, color, national origin, religion, age, sex, physical handicap, marital status, or political affiliation as provided by law, rule, or regulation and to promote equal employment opportunity through a continuing program. The Parties are committed to the goals for the Federal Equal Employment Opportunity Program.

Section 2. Information. The Employer, 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.

*Section 3. **EEO Counselors.*** Employees serving as EEO counselors shall do so voluntarily. Such counselors shall be trained as determined appropriate by the Employer within available resources. Employees designated as EEO counselors shall be given a reasonable amount of official time on a case by case basis to counsel employees desiring their services.

*Section 4. **EEO Committee.*** If the Employer establishes an Equal Employment Opportunity Committee, the Union shall have the right to appoint a representative.

*Section 5. **Employment Statistics.*** The Employer agrees to furnish to the Union a copy of each EEO report issued by it. Other available statistical employment information will be furnished to the Union upon request.

*Section 6. **Official Time.*** In connection with filing and processing of an EEO complaint, the complainant and his/her representative, if there is such a representative, may use duty time in accordance with applicable regulations and with the prior approval of the supervisor.

*Section 7. **EEO Witnesses/Travel Expenses.*** Unit employees who are summoned to appear as witnesses at EEO discrimination hearings shall be considered to be in an official duty status and shall be entitled to government reimbursement for travel expenses in accordance with the JTR and applicable regulations.

ARTICLE 19 **STAFF DEVELOPMENT PROGRAM**

*Section 1. **Staff Development Program.*** The Employer and the Union agree that in-service training will improve the efficiency and effectiveness of its teachers. In conjunction with this, each year that the employer conducts an annual survey of in-service needs, the Union will be given the opportunity to comment. The results of the survey will be shared with the Union.

*Section 2. **Employee Responsibility.*** Each employee is responsible for applying reasonable effort, time, and initiative to increase his/her potential through self-development and training. Both the Employer and the Union agree to encourage employees to take advantage of training and educational opportunities which will add to skills and qualifications needed to increase their efficiency in the performance of their duties.

*Section 3. **Career Development.*** The Employer recognizes its responsibilities to provide training and career development opportunities for employees which will develop their skills, knowledge, and abilities to perform official duties.

*Section 4. **Recertification.***

a. Employees are required to upgrade and update their professional and educational credentials through a program of self development in accordance with applicable regulations.

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

able to the Employer, may result in removal from the position occupied.

Section 5. Selection for Training.

a. Attendance at Employer sponsored training will be determined by the Employer. The Employer agrees to disseminate information concerning training opportunities as soon as possible during the school year.

b. Employees will be notified in writing of their selection or non-selection for a training program. In case of non-selection, the Employer will notify in writing each such employee of the reason(s) for non-selection.

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

d. In addition to training available through Government facilities, unit employees may be sent to non-government facilities for needed training which is not reasonably available within the Government. The Employer may pay all or part of the unit employee's salary, tuition, travel and transportation costs, and per diem. Where the Employer determines to provide such benefits to the employee, the Employer shall give priority consideration to unit employees who request such training in order to meet new qualification standards for their position or recertification requirements. It is understood, however, that the needs, such as

shortage skill training, as determined by the Employer, shall be the primary consideration in such determinations.

e. If a unit employee is required to perform duties in which he/she is not qualified, the Employer will take into account mitigating factors, such as lack of training, in the application of performance standards for the individual employee.

Section 6. Inservice Training. Participation: If a training and development program is not directly related to an employee's job requirements, the employee may request, to the Principal, to be excused from this training. If the employee is excused, he/she will be required to remain at the duty site to perform other professional responsibilities and duties. Nothing shall prevent the Principal from directing the employee to attend the training.

Section 7. Summer training. Round-trip renewal agreement transportation in a Leave-Without-Pay status may be authorized in the case of a unit employee who desires to return to the United States for the summer at the end of the first school year of service under an agreement for the purpose of attending an accredited college or university to pursue courses for professional preparation and advancement that are related to his/her present or planned DODDS assignment, or other specific professional preparation meeting a current DODDS requirement or attending courses that are required for continued certification and recertification, provided a renewal agreement is signed before leaving the overseas area. The unit employee will be required to present satisfactory evidence of acceptance by, or a bonafide intent to attend, such an institution for an appropriate course of study of not less than six (6) semester hours. The unit employee will be required to refund to the Government the cost of return travel to the United States for the purposes of attending such courses of study if he/she fails for reasons unacceptable to the employing activity concerned to present evidence of satisfactory completion of the courses. Those who return to the United States under the exception contained in this subparagraph will, upon return to the overseas area, begin a new transportation agreement.

Section 8. Professional Meetings. The Agency realizes that employee participation in professional meetings is educationally beneficial to our students. Written proposal for attendance during the school year at these conferences will be administratively reviewed individually at the local and then the regional level. Those proposals considered to be in the interest of the Agency and approved by the Regional Director will be supported by a minimum of administrative leave and permissive travel orders. Those that are considered to have exceptional value may be supported with travel and per diem.

Section 9. Sabbatical Leave. Employees may request consideration for a grant of an educational sabbatical leave in order to pursue a one (1) year course of formal study in an accredited American college or university. Numbers of sabbaticals, 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 benefits, criteria, and eligibility requirements prior to the announcement to employees. The period of sabbatical leave will be counted as a period of service for purposes of placement on a salary schedule.

ARTICLE 20 TEACHING CONDITIONS

Section 1. Policy. The Parties recognize that the interaction of teachers with students is the primary focus of the educational process.

Section 2. Interruptions of Classes. Classes will not be interrupted except in cases of emergency or for official business, including approved visits. An emergency is defined as an unforeseen combination of circumstances or an unexpected situation calling for immediate action.

Section 3. Room and Teaching Assignments.

a. The Employer shall attempt to make classroom assign-

ments equitable insofar as the physical facility and the demands of the educational program allow.

b. Other uses of rooms: When classrooms are used by other organizations, the parties will be informed of their responsibility to return the classroom to its original state. Management will make reasonable effort to enforce this policy.

c. Handicapped employees will be provided with all appropriate accommodations as guaranteed under applicable federal law and regulation.

Section 4. Moves and Relocations of Classrooms.

Any reassignment or relocation which includes moving to and from a room (as the result of, to include but not be limited to, renovation, asbestos removal, carpeting, painting, construction), the LUR and the Principal will negotiate over the amount of time allotted to complete these moves. Employees shall be released from instructional responsibilities, with no students present during the days of packing, moving and unpacking. These moves shall include,

a. normally up to one day off to pack up the room,

b. normally up to one day for the move itself, the physical move itself to be accomplished by the Agency,

c. normally up to one day to unpack and set up the new room and prepare for instructional duties,

d. all packing materials will be provided by the Agency,

e. no negative impact on performance appraisals of teachers,

f. if necessary and agreed to by the LUR and Principal, additional days will be granted under subsections a., b., and c. above. Movement of such facilities as a library, science labs, art room, computer labs, kindergartens are examples of moves that may need additional time.

Section 5. School Supplies.

a. An equitable supply policy within the demands of the educational program shall be established by each school principal. This policy will be made available to employees

of the school. A supply briefing will be given to employees during orientation week or as needed.

b. The LUR shall be provided the opportunity to give input to the principal to consider in making the school supply policy.

c. The Agency will provide assistance in reproducing or procuring alternate materials.

Section 6. Teacher Facilities.

a. The Employer will provide employees with lounge facilities, teacher rest rooms, a class A telephone, office equipment, and work space within available resources. Internal school distribution boxes will be provided for each employee.

b. Employee lavatory/toilet facilities, separate from student facilities, will be provided, where possible within the resources of the Agency.

c. Day Care. Where child care centers are provided by host military installations, the Employer shall make reasonable efforts to ensure that unit employees have access on an equitable basis as that established for other civilian federal employees assigned to the installation. If, at the sole discretion of the Employer, available space in a DoDDS school is used to establish a child care center, unit employees shall have equal access with other military and civilian employees.

d. Parking. The Agency will request the host activity to provide a general parking area within a reasonable distance of the school.

e. Secure areas. The Agency shall make every reasonable effort to provide employees with a secure area for all valuables. Such an area may consist of lockable cabinet, locker, or safe.

f. Mail boxes. Internal distribution boxes will be provided for each employee. When the employees' U.S. Mail is delivered to the school, mail normally shall be delivered on a

daily basis except for weekends and federal holidays. If an employee has the option of having mail delivered to the Post Office, but instead chooses to have it delivered to the school, it will be placed in the employee's distribution box.

g. Photocopy Machines. The Agency shall make every reasonable effort to ensure that sufficient operational machines are available to employees for the execution of their instructional duties.

Section 7. Faculty Meetings. The purpose of faculty meetings shall be effective interaction between staff and principal. Whenever feasible, announcements will be published in the faculty bulletin or posted on the official bulletin board.

Section 8. Preparation Time for Elementary School Teachers. Although elementary school teachers receive at least the minimum amount of preparation time required by accreditation standards, arrangements may be made, on a case-by-case basis, to provide additional preparation time in unusual and unique circumstances. The Local Union Representative may provide input to the principal for consideration. Management retains final approval.

Section 9. Damage or loss of property.

a. Employees shall make reasonable efforts to maintain security within the classroom to reduce theft. Upon becoming aware of loss, damage, or destruction of government property, the employee shall report said problem to the principal or designated authority.

b. When personal property used in instructing is lost or damaged, employees will notify their principal.

c. When the principal has been informed by the employee that there has been a loss or damage to personal property, that employee shall be referred to the appropriate agencies for assistance in obtaining repairs, replacements, or monetary reimbursement as allowed by law and regulation.

d. Under normal circumstances, the employee shall not be responsible for the replacement or repair of government equipment.

Section 10. Assignment of Students. In assigning students to classes, the educational needs of the student will take precedence; however, the Employer will consider such factors as:

- a.** Multigraded classrooms.
- b.** Distribution of students, including special education students.
- c.** Facilities.

Section 11. School Activity Fund. Upon establishment of a school fund council, the principal will solicit the LUR for nominees from among the school faculty. The LUR shall furnish the principal three (3) nominees from which the principal shall select one for membership on the committee. In schools of less than five (5) faculty members, the LUR shall not be required to furnish three (3) nominees in consideration of the limited number of faculty members, but shall provide the principal with a choice from which the principal shall select one for membership on the committee.

Section 12. Faculty Bulletins.

- a.** Normally, the school principal shall insure that each employee will receive his/her own copy of the faculty bulletin(s) when it is produced.
- b.** The Union shall be authorized to make general announcements in the faculty bulletin.

Section 13. Substitutes.

- a.** The Union and the Agency agree that the use of substitute teachers is essential to maintaining an uninterrupted quality educational program.
- b.** Regular and recurring substitute duties will not be considered part of an employee's responsibilities.

Section 14. Educational Environment

a. Policy. The Agency will support and assist the employees in the maintenance of an appropriate educational environment in the schools.

(1) Support of the school's disciplinary policy is an integral part of the agency official's and employee's professional responsibility. Principals will prepare a code of conduct and discipline for their school and offer the Union the opportunity to comment. The ultimate responsibility for the content and application of the disciplinary program rests with the school principal. This code shall incorporate the applicable provisions of DS Reg. 2005.1, Administrators Guide, and other applicable regulations, and shall include rules with appropriate deterrents to unacceptable and disruptive or endangering behavior.

(2) Each employee will develop rules of student behavior for his/her students. In order to maintain control of the academic environment of his/her classroom, an employee may take appropriate action including sending the student to an administrator or other appropriate staff member. When a principal thinks that a student's misconduct is of a magnitude requiring possible expulsion, a special committee will be convened to consider the case. The membership of this committee will be consistent with the provisions of the Administrators Guide (DS Reg. 2005.1) and other applicable regulations.

(3) The recommendations of this committee will be given full consideration by Regional management in arriving at a decision.

b. Child Abuse.

(1) The parties condemn all forms of child abuse wherever they occur and agree to work cooperatively with commanding officers to insure that instances of child abuse which involve DODDS employees will be investigated and adjudicated with dispatch.

(2) Management agrees that the following specific issues will be made part of a briefing by principals to new base commanders:

(a) the need for careful and deliberate review of allegations before charges are formalized,

(b) that teachers upon request may be represented by the OFT when they are questioned by investigative bodies,

(c) the timely processing of complaints against teachers is paramount in light of the potentially destructive consequences of child abuse accusations.

(3) **FACMT.** The Agency will inform the local Family Advocacy Case Management Team (FACMT), or its equivalent, of the rights of educators to have representatives present when being interviewed, questioned or investigated or during any phase of the process.

(4) When an employee has been exonerated after having been accused of child abuse and whose name was submitted to any agency and / or central computer banks, the Agency will notify such agency and / or central bank(s) that the employee was exonerated and that the Agency has no reservations about the employee's innocence. The Agency will provide the employee with a copy of the letter of exoneration.

(5) Consistent with the Privacy Act, the employee may request information and/or any file regarding any investigation of the employee dealing with child abuse.

(6) Cross-reference to Article 35. Investigations.

Section 15. Curriculum.

a. Employees and the Union will be given the opportunity to provide input in curriculum design, curriculum priorities, pilot programs, and selection of textbooks and teaching materials.

b. Curriculum Development Committees (CDC). If a CDC

or its equivalent has been established at the local level, the Union shall be authorized a membership position for the LUR or his/her designee. The committee shall have the responsibility for determining the local needs of the school's curricular development, including the use of duty days for designated inservice as recommended by the committee and approved by the staff and the principal.

c. When a new multi-level class (i.e. 5th-6th grade class / or a High School language class with 2nd and 3rd levels) is formed and an employee is assigned to teach that class, multi-level supplemental classroom materials may be selected by the educator for individual teaching plans. Within available resources, funds will be provided for the purchase of such materials. The Agency will expedite such orders when, at the start of a school year, such a class is newly formed due to fluctuations in enrollment or other governing circumstances related to class size or composition, or the educational program.

d. Professional educational journals, magazines, books, and other periodicals and publications, will be locally selected depending upon current educational interests and needs, and procured within available resources. All professional literature shall be maintained in a location which is easily accessible to the entire school faculty.

e. Educators' Day / Educators' Conferences. The conferences may be planned with educator, Union, and, where appropriate, student input.

f. Development of new/special programs. The Union will be given the opportunity to provide input to the Agency prior to implementation of any new or special program which the Agency proposes.

Section 16. Pupils Grades.

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

lating his/her system to the established grading system in use.

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

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

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

*Section 17. **Secretarial / Clerical Assistance.*** Management has the right to manage its resources and to direct the workforce. Within these concepts, the school LUR may make recommendations to the principal pertaining to secretarial and clerical support for the professional staff.

*Section 18. **Telephone Messages.*** Procedures and methods for the delivery of phone messages shall be determined locally by the Union and the Principal.

*Section 19. **Security.*** Except in emergencies, if it becomes necessary to open employee's cabinets, desks, drawers or other storage areas used exclusively by the employee, the Agency will notify the employee, who may accompany the employer when any of the foregoing is opened.

*Section 20. **Fire Drills.*** The Agency will issue fire drill procedures at the beginning of each school year. Teachers will ensure that all fire drill procedures are followed. Teachers will be notified in advance of all planned fire drills. The LUR may have on request a copy of relevant reports.

*Section 21. **Construction / Renovation.*** The Agency agrees to

allow the Union to suggest improvements in facilities which could require budget submissions in the future.

Section 22. Community Involvement.

a. Charity Campaigns. Contributions to charity campaigns will be voluntary.

b. Membership in Community Clubs, Organizations. Membership in military organizations or community clubs will be voluntary.

Section 23. Handbooks.

a. Whenever a school handbook is developed, the Union shall have the opportunity to review and comment before the handbook is finalized. If a committee is formed to develop such handbook(s), the Union may recommend a member to the principal.

b. In the event a new handbook(s) or a change in existing handbook(s) results in change(s) in working conditions, or the technology, methods, or means of performing work, such changes shall be subject to negotiation prior to implementation.

Section 24. Accreditation.

a. Both parties agree to the importance of maintaining high standards in DODDS schools. Where employees are authorized to be participating members of accrediting visitation teams, the Union shall have the right to nominate five representatives for the region per year and the Agency shall select up to two of the Union nominated representatives to participate on two different team site visits during the year, if any are held that year. These union representatives shall have full team member status and receive benefits and entitlements normally accorded to team members. Priority will be given to those employees who will serve as chairperson of the NCA Steering Committee of the schools which will be visited the following school year.

b. Self-Study Reports. Upon request, the Agency shall provide the Local Union Representative a copy of the school's self-studies and School-Wide Improvement Plan (SWIP) and update.

c. NCA Self-Study & School Improvement Plan.

(1) Upon request, the Local Union Representative or his/her designee shall be a full participating member of all NCA Steering Committees and shall be given a copy of all interim and final reports.

(2) Upon request, the Local Union Representative or his/her designee shall be a full participating member of the School Improvement Plan committee and any recommendations emerging from a School Improvement Plan (SIP) that will be implemented and will impact on working conditions shall be subject to negotiation for impact and implementation at the Local Union Management Meeting prior to finalizing the SIP.

Section 25. Chairpersons. In schools which have grade level and department chairpersons, the Employer may authorize a preparation period in those instances where the Employer requires such unit employees to serve as grade level or department chairpersons. When such preparation periods are not provided and such duties cannot be performed during the duty day, extra-duty compensation for the time required outside the duty day shall be paid in accordance with procedures of DS Regulation 5550.9, dated October 7, 1988. Prior approval to perform such duties outside the duty day must be obtained from the Employer.

Section 26. Summer School.

a. Normally, summer employment shall be voluntary and shall be open to all qualified employees. In the event there are insufficient volunteers, management retains the right to assign qualified employees. A competitive selection process shall be established by negotiation at the local level and regional level.

b. Differentials and allowances for summer employment shall be provided in accordance with PL 86-91 and applicable laws and regulations.

Section 27. Custodial Services.

a. Custodial Services. Employees and the Union may provide input and concerns to the principal on the adequacy of custodial services.

b. Custodial Contract. A copy of the custodial contract will be posted in the faculty lounge and provided to the LUR.

c. Poor Services. The LUR will inform the school principal when, in his/her opinion, custodial services are not being performed in accordance with the terms of the custodial contract. The principal will inform the LUR of what action has been taken to correct custodial services within two (2) calendar days after notification of deficiencies.

d. Normally, employees shall not be responsible for performing custodial services.

ARTICLE 21
HOURS OF WORK

Section 1. Work Week. The basic work week will consist of five (5) consecutive days scheduled normally Monday through Friday (except Bahrain School and/or wherever the needs of the serviced military installation or laws of the host nation require a different work week).

Section 2. Normal Work Day (Duty Day).

a. The normal work day is twenty (20) minutes before the instructional day and thirty (30) minutes after the instructional day. The only change in this arrangement is where the scheduling of the seven-period day requires that some of the twenty (20) before and thirty (30) minutes after preparation period is incorporated into the second non-instructional period. (Cross reference Article 17 Section 9)

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

c. Prior to changing the normal work day, the Agency shall afford the Union the opportunity to negotiate the changes.

Section 3. Lunch Periods. The Agency supports a duty-free lunch period for employees and within available resources will provide such a program.

ARTICLE 22 HEALTH AND SAFETY

Section 1. Policy. The Employer shall make every reasonable effort to provide and maintain safe working conditions. The Union will cooperate to that end and encourage employees to adhere to established safety regulations and otherwise perform respective duties in a safe manner.

Section 2. Procedures.

a. Employees shall not be required to work under conditions that have been determined to be unhealthful or unsafe by the responsible health or safety official of the pertinent military service nor in emergency conditions determined unhealthful or unsafe by the Employer. Emergencies may include extremes of classroom temperature or dangerous noise levels as determined by the above officials.

b. The principal shall keep the Union representative advised of progress of school building projects and repair and maintenance activities.

c. An employee who believes his/her personal safety may be in jeopardy because of civil disorder in the area of his/her assignment will make every reasonable effort to contact his/her supervisor for advice and guidance. If the Agency

has prior knowledge of any dangers, they shall advise employees of what action they should take to ensure their safety, established guidelines as outlined in the pertinent military service security plans will be followed under such circumstances.

d. Construction / Disturbing Factors. The parties agree that when school construction or other disturbing activities are planned to coincide with the duty day, the principal will inform the LUR of the plans as they become known, normally to include such things as rooms or areas to be affected, length of time involved, types of activities and known adverse health and safety factors. It is understood that matters covered in this section may be subject to Impact and Implementation Bargaining.

Section 3. Reporting Hazards.

a. In the course of performing their assigned duties, employees should be alert to unsafe practices, equipment and conditions as well as environmental conditions in their immediate area which represent suspected health or safety hazards. If an alleged unsafe or unhealthy condition is observed, employees shall report it to the immediate supervisor.

b. Employees have the right to report incidents of fraud, waste, abuse or danger to public health or safety without fear of penalty or reprisals. Before reporting health and safety hazards to officials outside of the local school, the principal shall be notified and provided with a reasonable amount of time to seek corrective action.

c. Employees shall be informed by posted notices at the locations of health hazards as determined by appropriate base officials. The Agency will ensure that all employees are informed of the hazard and its location.

Section 4. Safety Equipment. Protective clothing, devices and safety equipment required by the Employer shall be furnished by the Employer and used by the employee.

Section 5. Evacuation and School Closure Procedures.

a. Evacuations. Evacuation procedures shall be governed by the appropriate regulations, i.e. Department of State Standardized Regulations (DSSR).

b. School Closures.

(1) When students are released or unable to report to school because of emergency conditions or inclement weather, the employer shall make a decision concerning employees in accordance with applicable regulations. When schools are closed because of inclement weather or emergency conditions and the base commander determines that non-emergency personnel are not required to report to work, or, are required to go home, DODDS employees shall not be required to report to work (or, shall be required to go home) and shall be granted administrative leave.

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

c. Emergencies / Evacuations & Closures.

(1) Bomb threats, scares and other emergencies requiring evacuation of students shall also require evacuation of employees.

(2) No employee shall be required to search or stay in a building where a bomb is suspected.

d. When an employee is excused from working on a day on which schools are closed by an administrative order, he/she is entitled to pay for that day.

Section 6. Immunizations. Immunizations required by agencies of the Federal Government for official travel directed by the Agency shall be provided at no cost to the unit employee.

Section 7. Health Care Services

a. General. The Agency shall coordinate with the Military Departments to ensure that the unit employees receive at least the same level of health care as is provided to other civilian and military personnel of the Host Military Installation.

b. The employer will explain to the hospital commanders the problems school staffs face in scheduling of medical and dental visits and ask that their unique situation be taken into consideration when appointments are scheduled in order to have a minimal impact on the instructional program.

Section 8. Employee Assistance Programs.

a. The Agency shall maintain an Employee Assistance and Counseling Program which is operated in accordance with applicable laws, regulations and guidelines. Problems for which assistance can be obtained may consist of alcohol and drug abuse, emotional / behavioral, etc. The Agency's representative will issue an annual notice to employees which explains the program, the assistance offered, any benefits. Concern should be limited to employee behavior which affects job performance. The purpose of this program is rehabilitation.

b. It is the policy of the employer:

(1) to recognize that substance abuse and emotional / behavioral problems are treatable,

(2) that employees with these problems will receive the same consideration and offer of assistance that is extended to employees having any other illness,

(3) that the confidential nature of medical and counseling records of employees will be safeguarded in accordance with appropriate regulations,

(4) that no employee will have job security or promotion opportunity jeopardized for voluntarily participating in EAP.

c. When the supervisor observes that the employee is experiencing difficulties with his / her job performance, s/he will notify the employee of his/her right to representation when discussing the apparent performance deficiency with the employee. The Agency will encourage the employee to enroll in the Employee Assistance Program. During the course of rehabilitation, the Agency shall stay disciplinary or adverse action against such employee.

d. Employees undergoing a prescribed program of treatment(s) will be entitled to all the rights and benefits provided to other employees who are sick, in addition to specific services and assistance which this program may provide. Employees will be granted sick leave, annual leave, or leave without pay for this purpose on the same basis as any other illness when absence from work is necessary.

Section 9. AIDS (Acquired ImmunoDeficiency Syndrome).

a. AIDS in the Workplace: HIV (Human Immunodeficiency Virus) infected employees shall be allowed to continue working as long as their performance is satisfactory. If performance or safety problems become evident, the Agency will apply existing federal and agency personnel policies and practices.

b. HIV infected employees shall be treated as any other employee with a serious illness and may be granted teacher leave or leave without pay in the same manner as any other ill employee.

c. Nurses' and Teachers' Occupational Exposure to AIDS. For school nurses and teachers who come into direct contact with students' injuries, a policy shall be developed which deals with procedures for reducing the risks associated with occupational exposure to AIDS. The Union shall partici-

pate in the review of such policy and have the right to impact and implementation negotiation.

Section 10. Medical Documentation.

- a.** If the Agency requires a fitness for duty examination, the employee will have the choice of being examined by a military department physician at no cost or seek an examination by a physician of their choice with the cost for this visit being paid for by the Agency.
- b.** The Agency may direct an employee to undergo a fitness-for-duty examination only under those conditions authorized in prevailing statutes, OPM regulations, FPM Chapter 339, and other regulations.
- c.** When the Agency orders a medical examination under the provisions as stated in subsection b, it shall inform the employee in writing of its reasons for ordering the examination and the consequences of failure to cooperate, and the right to Union representation.
- d.** The Agency shall provide the physician with a copy of any approved medical evaluation protocol, and applicable standards and requirements for the position, and/or a detailed position description of the duties of the position, including critical elements, physical demands, and environmental factors.

Section 11. Video Terminals. Unit members who continuously operate a computer, word processor or other device with an electronic screen (monitor) may take a fifteen (15) minutes respite for every hour they use the monitor. The respite is for the purpose of accomplishing other teaching tasks.

ARTICLE 23

PERSONAL INJURY IN THE PERFORMANCE OF DUTY

Section 1. Reporting Injuries.

- a.** In the event of an injury /illness, the employee will notify

his/her supervisor as soon as possible after injury has occurred or when the employee reasonably suspects that a work-related incident is the cause of subsequently appearing signs of injury / symptoms of illness.

b. Supervisors shall release injured employees to medical facilities for treatment.

Section 2. Forms. The Agency shall maintain copies of appropriate forms for reporting such injuries / illnesses and assist employees in completing and filing such forms.

Section 3. Compensation.

a. In the event of a work related injury work time lost by the employee on the day on which the injury occurred will be excused without charge to leave. If the injury disables the employee for work beyond the day when the injury occurred, then the employee will be advised of and assisted with the provisions of the Federal Employees' Compensation Act regarding use of leave, or salary continuation by the employee's supervisor.

b. Transportation. The Agency shall assist any temporarily disabled employee in obtaining any transportation benefits provided under the Federal Employees' Compensation Act (FECA).

Section 4. Medical Disability Retirement.

a. Medical Disability Retirement is available to any employee who is no longer able to perform his/her duties due to a medical condition, as per FPM and OPM guidelines, rules, and regulations. The medical condition may or may not be the result of injury or illness related to the job.

b. Reassignment. The Agency shall make every reasonable accommodation to reassign the employee to light duty which may consist of any appropriate work which will not be hindered by the employee's medical condition and which shall

not aggravate the employee's medical condition. Reassignment procedures shall conform to law and regulation.

Section 5. Information to the Union. If any information in the form of reports or summary statistics is generated by the Agency, it will be shared with the Union provided that release of such information complies with the Privacy Act.

ARTICLE 24 JOB DESCRIPTIONS

Section 1. Policy. The job description for each position will reflect duties and responsibilities officially assigned and performed by the employee. Job descriptions will be prepared in accordance with controlling directives and classified by an individual having classification authority. All job descriptions include an unnumbered paragraph "performs other duties as assigned," which duties may be tasks that are incidental or temporary in nature and may reasonably be associated with the employee's occupation or functional assignment. Each employee will be furnished a copy of his/her official job description when they are assigned to a position.

Section 2. Improper Classification. Position descriptions will be reviewed periodically. Any employee who believes that his/her position is improperly classified is encouraged to first discuss the matter with the principal. A unit employee's allegations of inaccuracies in his/her position description may be submitted under the Negotiated Grievance Procedure.

Section 3. Review. Upon request the Union may review position descriptions for positions within the bargaining unit.

Section 4. Reclassification.

- a. The Employer shall notify the Union when new or revised standardized position descriptions are to be implemented which would result in downgrading or upgrading

action of a class or occupational specialization of unit employees at one or more school sites and shall allow the Union a reasonable time in which to reply.

b. Reclassification of positions which results in a demotion shall be in accordance with statute and regulation.

ARTICLE 25 EXTRA DUTY ASSIGNMENTS

Section 1. Policy. Extra duty assignments of a reimbursable nature shall be open to all employees. Assignments will be made on a fair and equitable basis. Compensation will be in accordance with regulation and established salary schedule.

Section 2. Notification of Extra Duty Assignments. The Agency will post the proposed list of all extra curricular activities at the beginning of the school year but not later than the end of the second full week of student attendance.

The posted list of extra duty assignments shall include the following items:

- a.** The specific assignment describing the task with duties which are important to the success of the assignment.
- b.** The number of hours authorized for compensation.
- c.** The amount of compensation.
- d.** The closing date for receipt of applications.
- e.** The date selections will be made.

A listing of selectees will be posted as soon as selections are made, with number of hours authorized and compensation allowed.

Section 3. Unlisted Activities. A teacher may request a principal to submit an appropriate recommendation for an unlisted activity with recommended rate of pay to be included on the list of authorized compensable extra duty assignments through channels to the Regional Office in accordance with

procedures established by DoDDS regulations. The Union will be given the opportunity to include their input on these unlisted activities along with the Principal's recommendations.

Section 4. Compensation.

- a. Employees must be compensated for successfully completing an extra duty assignment consistent with the extra duty rate of compensation established by the Department of Defense Wage Fixing Authority.
- b. The Employer will comply with the provisions of DS Regulation 5550.9, "Compensation for Extra-Duty Assignments," dated October 7, 1988 (section E.5.b).

Section 5. Sponsor Selection.

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

Section 6. Employee Consideration. If qualified employees of the school or school complex are not available, the Principal may recruit from other appropriate sources in accordance with DSR 5550.9, dated 7 October 1988.

ARTICLE 26
LEAVE

Section 1. Accrual. Leave shall accrue to employees, in ac-

cordance with Public Law 86-91, at the rate of one day for each calendar month, or part thereof, of a school year, except that:

- a. if the school year includes more than eight (8) months, any such teacher who has served for the entire school year shall be entitled to ten (10) days of cumulative leave with pay.
- b. the minimum charge for leave shall be 1/2 day increments and additional charges shall be multiples thereof. Such leave shall be administratively arranged.

Section 2. Use. Leave may be used for:

- a. Maternity and paternity purposes
- b. Illness of the employee
- c. Illness, contagious disease, or death in the immediate family of such teacher
- d. Personal emergency
- e. Adoptive purposes

Section 3. Any Purpose Leave.

- a. With appropriate advance notice and the prior approval of the supervisor, not to exceed three (3) days in any school year may be used for any purpose. Any purpose leave will not normally be approved during orientation week or the first and last week of school except for approved educational purposes.
- b. At the employee's request Leave Without Pay will be granted prior to exhausting Any Purpose Leave.

Section 4. Paid Leave Other than Any Purpose Leave. Leave used for appropriate reasons other than any purpose shall be requested in advance in writing and shall state the reasons for requesting such leave. 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.

procedures established by DoDDS regulations. The Union will be given the opportunity to include their input on these unlisted activities along with the Principal's recommendations.

Section 4. Compensation.

- a. Employees must be compensated for successfully completing an extra duty assignment consistent with the extra duty rate of compensation established by the Department of Defense Wage Fixing Authority.
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- b. The Employer agrees that the filling of extra-curricular positions shall be done in a fair and equitable manner and shall not be arbitrary and capricious. No employee in the bargaining unit shall be required to accept an extracurricular activity, except where the vacancy cannot be filled with a qualified volunteer.

Section 6. Employee Consideration. If qualified employees of the school or school complex are not available, the Principal may recruit from other appropriate sources in accordance with DSR 5550.9, dated 7 October 1988.

**ARTICLE 26
LEAVE**

Section 1. Accrual. Leave shall accrue to employees, in ac-

Section 5. Leave Without Pay. Leave without pay is approved absence from duty in a non-pay status.

a. All requests for leave without pay must be in writing, submitted in advance, and state the reasons for the request. In circumstances in which leave is exhausted or there is an unforeseen personal emergency, the employee will notify the principal or his/her designated representative as soon as possible. It is understood that documentation may be required to substantiate such a request.

b. Leave without pay may be granted for periods not to exceed one (1) calendar year for personal or family illnesses. Such requests will be submitted in writing through the principal to the Regional Director for approval or disapproval. Such requests shall have bonafide medical evidence to support the request.

c. Leave without pay may be granted for one (1) calendar year for the employee to pursue further educational studies. Such request will be submitted in writing through the principal to the Regional Director for approval or disapproval. Such requests shall be in accordance with announcements from the Regional Office soliciting employee requests.

d. Other requests for leave without pay for periods up to one (1) year must be submitted to the Regional Office through the principal for review on a case by case basis.

e. Leave without pay may be extended for one additional school year upon request.

Section 6. Absence Without Leave. Absence Without Leave is an absence from duty which is not authorized or for which a request for leave has been denied. Although AWOL is in itself nondisciplinary, disciplinary action may be taken when appropriate. An AWOL charge may be changed to another leave status as 2 result of a review of circumstances.

Section 7. Military Leave. The Parties agree to encourage participation in reserve duty and training during school recess periods.

Section 8. Advance of Leave. Paid leave may be advanced for use at any time within the school year. Such advances will normally be limited to the amount which will be accrued during the school year; however, 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 9. Excused Absence.

a. The parties encourage employees to schedule appointments to the maximum extent possible outside the instructional day and/or to cause the least impact upon the educational program.

b. When appointments cannot be scheduled outside the instructional day, employees will be granted excused absences from duty without loss of pay and without charge to leave for the following:

(1) Packing, unpacking and customs or administratively required clearance of household goods, prior to shipment or upon request of shipment and when the employee is required to be present. When both husband and wife are employed by DoDDS, either may be excused.

(2) Movement into and out of quarters when such movement is directed.

(3) Conducting official business of a personal nature with military offices to include, but not limited to, matters relating to drivers license, ID cards, passports, housing, finance and personnel.

(4) Conducting business with official offices and utility companies of the host nation, when the employee is required to establish and disestablish service or because of foreign status in the host nation.

(5) Seeking medical attention for any injury sustained while on duty for the remainder of the day of the injury.

(6) Those infrequent instances of tardiness for reasons that the supervisor determines to be justifiable.

(7) To deliver or pick up a POV that has been shipped on official orders.

c. The Agency may excuse an employee from duty without loss of pay and without charge to leave for:

(1) Attendance at a conference, convention or similar meeting when it is determined by the Agency that attendance will be in the best interest of the educational program.

(2) Attendance at a school, parent, or installation sponsored activity when it has been determined that attendance will be in the best interests of the school and/or DoDDS.

(3) Blood donations.

Section 10. Suspected Leave Abuse. When an employee's absence on leave for illness is over three (3) consecutive work days or in individual cases where there is reason to suspect that the employee is abusing leave privileges, the Employer may require a physician certificate or suitable evidence to support the need for teacher leave.

Section 11. School Closures - see Article 22. [Cross Reference]

Section 12. Administrative Reemployment Rights (ARR). In accordance with and subject to applicable regulations, employees may request 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 approved action, the Employer guarantees reemployment.

Section 13. Sabbatical Leave. Employees may request consideration for a grant of an educational sabbatical leave in order to pursue a one (1) year course of formal study in any

accredited American college or university or any similar foreign institution. If courses are taken at a foreign institution, it shall be the employee's responsibility to obtain acceptance by an American accrediting agency for course work taken at non-accredited institutions. Numbers of sabbaticals, benefits, criteria, and eligibility requirements will be established by the Agency and announced to employees during the school year. The Union will be notified of changes in benefits, criteria, and eligibility requirements prior to their announcements to employees. The period of the sabbatical will be counted as a period of service for purposes of determining placement on the salary schedule.

Section 14. Union Review. The Union may review the applications of those employees applying and selected for LWOP, ARR, and Sabbatical Leave, before notification to employees selected.

Section 15. Change of Leave. An employee may choose to be charged teacher leave rather than LWOP for any absence from duty when it is established that teacher leave would have been granted.

Section 16. Temporary Detail Request. An employee in a remote area who uses the medivac flight to reach a medical installation for consultation or treatment, upon request may be temporarily detailed to a DoDDS duty location of the Agency's choice which is within a reasonable commuting distance from the general location of the medical facility at which the care/treatment is received during the time that the employee is awaiting such at the medical facility and/or after such care/treatment is completed and the employee is awaiting the next return medivac flight.

Section 17. Family Leave. Employees shall be provided with the all rights and benefits under the Family Leave Act.

ARTICLE 27
PERSONNEL FILES

Section 1. Official Personnel Files.

- a.** The parties recognize that the Official Personnel Folder (OPF) is the property of the Office of Personnel Management (OPM) and will be maintained at the servicing Civilian Personnel Office (CPO) in compliance with law and regulation.
- b.** The employee will be provided with copies of all additions to OPF.
- c.** Counseling letters, supervisory interview memoranda and performance deficiency memoranda shall not be placed in an educator's Official Personnel Folder.
- d.** Whenever the school or any other agency sends material to the DODDS Personnel Center for inclusion in the employee's OPF a copy of this material will be given to the employee.

Section 2. Teacher Files.

- a.** Teacher files, to include credentials, college transcripts and other materials pertinent to his/her employment, will be maintained at the local school site.
- b.** In the event that official transcripts or other necessary materials in the file are misplaced or lost, the Agency will pay for the replacement costs. The employee shall not be penalized in any way due to lost or missing files.
- c.** Personal notes maintained by the educator's supervisor will not be given to a succeeding supervisor.

Section 3. Review Procedures.

- a.** If unit employees need to review any material maintained in the Official Personnel Folders (OPF), the following are suggested steps to follow:
 - (1) Employees are encouraged to retain any personnel related documents and maintain their own personal file.

(2) If the employee needs basic personnel information from their OPF that is normally available on an employee brief (i.e., may include: experience history, performance appraisal information, performance award information, training documentation, education, etc.), they will obtain this information, upon request, through their principal. Employees are encouraged to utilize this option prior to requesting access to their OPF.

(3) If employees need to review specific documents in their Official Personnel Folders, copies of these documents will be made and provided to the employee.

(4) If the employee needs to review the entire Official Personnel Folder (i.e., preparation for an arbitration), the DoDDS Personnel Center will honor the employee's request for review. The method of delivery will vary. In all cases, employee access to the OPF at the duty site will be strictly controlled to ensure the security of the OPF.

b. If an employee considers an entry in any of his/her files/folders to be erroneous or inappropriate, s/he may request that the inappropriate material be deleted and/or is authorized to add supplemental written comments

c. Any OPF information requested by the employee will be responded to within a reasonable timeframe after receipt of the request by DoDDS. The material requested will be forwarded by the most expeditious means available. If the material is not immediately available for review, the employer will make every reasonable effort to notify the employee in an expeditious manner as to the approximate time the material will be available. In the event of a grievance, appeal, proposed disciplinary or adverse action proceeding and the employee or the Union requests to review the pertinent material, but such material is not immediately available, the time limit requirement will be extended, as reasonable, to afford the opportunity to review. Any time limit requirements shall commence on the day after the file or requested material was received. (Cross reference Arti-

cles 30, Discipline and Adverse Action, 31, Employee Grievance Procedure, 32, Policy Grievance)

d. An educator may designate, in writing, a representative to review both his/her Official Personnel Folder and his/her Credential/Teacher Folder and any other record maintained by the Agency. (Cross-reference to Procedure, Article 33. Arbitration)

Section 4. Adverse Material.

a. The Employer will not keep anonymous, derogatory and / or negative material and / or letters without disclosing such documents to the employee and providing an opportunity to respond. Such documents must be signed by the employee. The educator's signature does not constitute agreement with the document but only that the statement has been seen. Disclosure to the employee shall be done within two weeks of the date of receipt by the Employer.

b. Records of complaints and charges determined to be unfounded or dismissed as the result of an appeal or grievance will not be used for any purpose whatsoever, except for those necessary to document educator entitlements to back pay or other benefits.

c. Letters of reprimand and similar disciplinary type material will be removed from the Official Personnel Folder after the appropriate time has elapsed. See Article 30, Discipline and Adverse Action.

Section 5. Unofficial Files. Copies of all information kept by DODDS will be shared with the employees within two weeks of receipt by the Agency.

Section 6. Availability of Files to Unauthorized Parties.

No record, file, document or information from any other data base pertaining to an employee will be made available to any unauthorized persons for inspection or photocopy. Information will be made to authorized persons only for official use as provided by law, rule, or regulation.

Section 7. Changes in File Storage. The parties recognize that developing automation techniques have enabled some information that is presently stored in paper-base systems to be stored in other systems. If the Agency elects to change its method of storing any information which is subject to the terms and conditions of this Article, the Agency will assure all employees continued access to such information or its equivalent.

Section 8. Purging of Files. Adverse material on an employee will not be maintained by the Employer beyond one (1) calendar year.

ARTICLE 28 PERFORMANCE STANDARDS AND APPRAISAL

Section 1. Policy.

a. The Parties recognize that the performance appraisal system is established to provide for appraisals of job performance of employees; that employees are encouraged to participate through discussion in the development and review of performance standards; and that the performance appraisals shall be used as a basis for training, rewarding, reassigning, promoting, reducing in grade, retaining or removing employees. There shall be no forced distribution or quota of ratings.

b. The evaluator shall take into consideration any circumstances that may adversely affect a unit employee's performance, such as class size, special learning disabilities, physical facilities, multiple duty assignments, geographical difficulties, time constraints, and involuntary reassignments.

c. The Employer shall apply the performance standards in such a manner that a fully competent unit employee can reasonably be expected to attain them.

d. Normally, no interview or meeting between a complaining parent and the unit employee shall be set by the Agen-

cy until the unit employee has a reasonable opportunity to consult with the Union's representative.

e. When a complaining parent asks to meet with the principal or other appropriate representative of the Employer prior to meeting with the unit employee, the Employer may meet with the parent to evaluate the situation. If appropriate, the parent may be encouraged to meet with the unit employee to resolve the problem. Prior to the meeting, they shall be entitled to consult with their union representative in accordance with Section 1.d. of this Article.

f. If the employee and parent are unable to resolve the problem, it may be necessary for the principal to intervene. If the principal meets with the unit employee to discuss the problem, the employee shall be entitled to a union representative, upon request.

Section 2. Union Representation.

a. When more than one unit employee performs the same duties, the critical elements and performance standards may be developed through group discussion(s) with the supervisor. In these instances, the union shall be afforded the opportunity to be represented at these meetings.

b. The critical elements and performance standards may be developed through individual discussion(s) with the supervisor. Upon request by the employee, the union shall be afforded the opportunity to attend such meetings.

c. Upon request by the employee, the union shall be afforded the opportunity to attend any performance review meetings (i.e. mid-year review, end-of-year review) between the employee and supervisor.

d. Every reasonable effort shall be made to conduct performance review meetings during the established duty day.

Section 3. Grievance Rights.

a. The rating given and / or any action taken by the Agency as the result of the application of the performance ap-

praisal system is subject to the OFT-DoDDS negotiated grievance procedure including arbitral review.

b. In those cases when a decision is made to reduce in grade or remove an employee for unacceptable performance, such employee may file a grievance under the provision of the OFT-DoDDS negotiated grievance procedure. All such grievances will be submitted directly to the Regional Director within fifteen (15) calendar days of receipt of the decision.

Section 4. Procedures for Establishing Performance Elements and Standards.

a. To the maximum extent possible, employee participation is encouraged in the development of performance standards. 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. When more than one unit employee performs the same duties, the critical elements and performance standards may be developed through group discussion(s) with the supervisor. Disagreements over the content of the plan should be resolved by the supervisor and employee. The Employer will consider all comments provided by the employee and the Union prior to the finalization of the standards.

b. Performance standards will be directly related to the employee's position. Performance standards will be established in accordance with 5 U.S. Code 4301. Unit employees will be involved in establishing performance standards and critical and non critical elements. The Union will be afforded the opportunity to comment and offer suggestions as appropriate. If the Union or an employee is concerned or dissatisfied with the critical elements and performance standards identified by the supervisor, the Union or the employee shall ask that they be reviewed by the DoDDS Regional Director.

c. Performance standards must be observable, obtainable, mission related, and include a minimum level for fully suc-

cessful performance. Performance standards would be stated in specific terms. Performance standards will advise the employee as to what must be done (critical and noncritical elements) and how well it must be done (performance standards).

d. The establishment of performance standards will normally involve:

(1) The evaluator will provide the employee with proposed critical and noncritical elements and performance standards.

(2) The employee and Union, if the employee so desires, will have seven (7) duty days after the employee receives the material in which to provide written and/or oral comments.

(3) After considering the comments, the evaluator will provide the employee with a final written copy of the performance standards.

e. After considering all appropriate recommendations and suggestions, the final decision on what an individual performance standard will be is retained by the Agency.

f. Employees will receive a written copy of their performance standards and job elements 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 ratings.

g. The employee's signature on the performance appraisal plan only indicates that the plan was shown and its contents were discussed with the employee; it in no way signifies the employee's agreement or disagreement with the appraisal.

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

i. Normally, each individual performance plan should follow regulatory guidance to include three (3) to five (5) critical elements, however, additional critical elements may be added.

Section 5. The Appraisal Process.

- a.** The appraisal period will be one school year. The school year for the purpose of this article will normally be from the establishment of performance standards at the beginning of the school year to April 30. The rating period may be extended beyond April 30 upon written notification to the employee citing reasons for the extension.
- b.** Evaluation is a continuing process throughout the rating period.
- c.** Face to face contacts, conference and informal discussions are encouraged. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. Any derogatory information received by the Agency which she/he, at the time of receipt, intends to use in evaluating an employee, shall be called to the attention of the employee and the employee shall be afforded the opportunity to respond to such information.
- d.** Upon request of the employee all observations shall be preceded and / or followed by a conference. Upon request by the employee, the union shall be afforded the opportunity to be present.
- e.** Upon employee request, the rating official is encouraged to provide feedback to the employee regarding their current level of performance.
- f.** The Parties agree that performance appraisals shall be used to improve the effectiveness of employee performance and to strengthen supervisor-employee relationships. It is further agreed that a proper use of employee performance evaluation, including performance ratings, is to determine the need for providing employee help. Where employee performance is deficient, the employee shall be expected to accomplish improvement.
- g.** Prior to proposing a reduction in grade or removal based on unacceptable performance, the supervisor will ensure that the employees are provided an opportunity to demon-

strate acceptable performance. To this end, the supervisor shall provide notice of that employee's failure to satisfy the performance standards for one or more critical elements. The notice shall be in writing and shall be provided to the employee at least thirty (30) calendar days in advance of proposing a reduction in grade or removal based on unacceptable performance. The notice shall identify:

(1) The critical elements of the employee's position for which performance is unacceptable.

(2) The improvements the employee must make to bring performance to a satisfactory level; and the efforts the supervisor will make to help the employee improve.

(3) A time period of at least thirty (30) calendar days within which the employee must improve the unacceptable performance prior to the issuance of a notice of proposed action being issued by the supervisor.

(4) At the end of the time period specified in (3) above, the supervisor shall notify the affected employee in writing as to whether;

(a) the employee is now performing in an acceptable manner; or,

(b) the employee's performance remains unacceptable. If so, a notice of proposed action will be issued.

h. An employee who is proposed to be reduced in grade or removed, based on unacceptable performance, shall be given two (2) copies of written notice of proposed action at least thirty (30) days in advance. The formal notice of proposed action is not intended to be an additional opportunity to improve performance, but rather to provide a fair opportunity to defend against the charges contained in the proposal. The advance notice shall:

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

(2) Identify specific instances of unacceptable performance by the employee.

- (3) Identify the critical elements of the employee's position for which performance is unacceptable.
 - (4) Inform the employee where the material relied upon for the proposed action may be reviewed.
 - (5) Inform the employee of the right to reply orally or in writing, or both within fifteen (15) calendar days after receipt of the notice of proposed action.
- i. The notice of proposed action shall be based upon the employee's performance during the rating period.
 - j. If otherwise in a duty status, an employee against whom a notice of proposed action has been issued and his/her representative shall be entitled to two (2) days of official time to prepare a response.

Section 6. Selection and Change of Evaluator. Where more than one evaluator is available to supervise employees, the employee may request a change in evaluator.

ARTICLE 29 REDUCTION IN FORCE

Section 1. Definition.

a. Reduction-In-Force. In accordance with FPM 351, a Reduction-in-Force is when an employee is released from his/her competitive level by separation, demotion, furlough for more than thirty 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 re-employment from LWOP, ARR or Sabbatical Leave requires the release of the employee.

b. Transfer of Function. In accordance with 5 CFR 351, a transfer of function means the transfer of the performance of a continuing function from one competitive area and its

addition to one or more other competitive areas or the movement of the competitive area in which the function is performed to another commuting area.

c. Reorganization. In accordance with 5 CFR 351, reorganization means the planned elimination, addition or redistribution of functions or duties in an organization.

d. Competitive Area. In accordance with FPM 351, the standard for a competitive area is that it include all or part of any agency in which employees are assigned under a single administrative authority. Described geographically or organizationally, or both, the competitive area outlines the boundaries of Reduction-In-Force competition. For the purposes of the Agreement, the competitive area is established as the District Superintendent Level.

e. Competitive Level.

(1) In accordance with FPM 351, each Agency shall establish competitive levels consisting of all positions in a competitive area and in the same grade or occupational level which are sufficiently alike in qualification requirements, duties, responsibilities, pay schedules, and working conditions, so that an Agency readily may assign the incumbent of any one position to any of the other positions without changing the terms of his appointment or unduly interrupting the work program.

(2) When DODDS considers the effect of qualifications on the composition of a competitive level, the concern is not with the qualifications a unit employee possesses but with the qualifications required by the duties and responsibilities of the position as stated in the official position description.

f. 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 FPM. The relative retention standing of

competing employees on retention registers is established in the following descending order:

(1) By groups, the order is Group I (career employees); Group II (career-conditional employees and those serving a trial period); and Group III (temporary or indefinite appointments).

(2) Within each group the order is subgroup AD (preference eligible employee who has a service connected disability of 30% or more); subgroup A (preference eligible employees); and subgroup B (nonpreference eligible employees).

(3) Within each subgroup, retention standing begins with the employees having the earliest service date.

Section 2. Notice to the Union. The Employer shall normally inform the Union upon determination that a Reduction-In-Force will occur at least fifteen (15) days prior to official notification to employees. The Employer will provide the Union with reason (s) for the Reduction-In-Force, the number of positions to be eliminated and the proposed effective date. Agency will also provide to the Union a copy of:

- a. an initial register, when available
- b. information and / or communication between various levels of the Agency regarding changes to, or abolishment of, positions
- c. the official manning authorization pertaining to civilian employees in the bargaining unit
- d. directives in the possession of the Agency from higher authorities requiring an official reduction-in-force.

Section 3. Negotiation on RIF Procedures. Upon receipt of preliminary written notification of anticipated reduction-in-force affecting bargaining unit employee(s), the Union shall have the option of negotiating the implementing procedures to be used during the anticipated reduction-in-force of bargaining unit employees.

Section 4. Notice to Employees. Every reasonable effort will be made to provide notification of RIF, so that affected employees will have an opportunity to participate in the Inter Regional Transfer Program.

Section 5. Reduction-In-Force Procedures.

- a.** The Agency agrees the Reduction-In-Force (RIF) actions shall be carried out in compliance with provisions of 5 CFR 351.
- b.** An employee receiving a Reduction-In-Force notice shall be entitled to a copy of the applicable retention register upon request. An employee in the unit may, if s/he so requests, be accompanied by a Union representative. The Employer will provide the union with a copy of applicable retention registers of affected employees.
- c.** The Employer will notify the affected employee of the negotiated grievance procedure available to him/her in the notice to release him/her from the competitive level.

Section 6. Employee Counseling.

- a.** The Parties both agree to provide counseling and assistance to employees who are identified for separation through a Reduction-In-Force.
- b.** Affected employees will be provided information concerning retirement, severance pay, health and life insurance, return transportation, and other entitlements from the servicing civilian personnel office.
- c.** The Employer will notify ODS and other regions of the names and qualifications of employees released from their competitive level and request assistance in placing such employees. Such employees will be given first priority consideration for vacancies for which they qualify in the Region. When employees are equally qualified, the service computation date shall be used to determine who is selected.
- d.** To the maximum extent allowable under law and appropriate regulations, acceptance of a temporary position

by an employee on the reemployment priority list will not affect his/her status on the list for his/her eligibility for reemployment in a permanent position.

e. Any employee involved in a RIF shall be permitted upon request to have his/her health benefits and life insurance plans converted in accordance with the provisions of the Federal Personnel Manual and applicable statutes.

Section 7. Minimum Impact. The Agency will conduct meaningful negotiations with the Union concerning efforts to minimize the adverse effects of a RIF on employees. The Agency will consider reasonable alternatives to Reduction-In- Force in an attempt to minimize impact on employees, which include: that certain vacancies not be filled by recruitment; that regular employees may displace temporary (NTE) employees in any field for which they are qualified and the latter will be separated; that no conversions of employees (who are temporary) to regular appointments will be made at the end of the school year; that employee requests for retirement be expedited.

Section 8. Acceptance of Reassignment. Employees will be given five (5) workdays in which to accept or reject a reassignment.

Section 9. Repromotion Consideration. Employees, such as counselors and psychologists, who are reduced in grade or salary through Reduction-in-Force, will be given priority for consideration in vacancies to which they qualify at their former grade for a period of two (2) calendar years from the effective date of the employee's reduction in grade.

Section 10. Re-employment Consideration. For those employees who are separated through Reduction-in-Force, the Employer will establish a re-employment priority list. Such employees will be considered prior to filling the position from other sources.

ARTICLE 30
DISCIPLINE AND ADVERSE ACTION

Section 1. Policy. The Employer will exercise reasonable judgment to ensure the discipline is in proportion to the nature of the offense consistent with the concept of progressive discipline.

a. Considerations.

(1) Guidelines. There are many disciplinary situations and a wide variety of penalties. In deciding what action to take, careful judgment must be used so that the penalty is not out of proportion to the character of the offense, especially a first offense, and to assure that the penalty is imposed with consistency and equity. Factors which may affect the selection of the appropriate penalty include those established by *Douglas v. Veteran's Administration*, 5 MSPB 313 (1981), commonly referred to as the "Douglas Factors." These factors are listed in Section 10 of this Article.

(2) Schedule of offenses and penalties. DS Regulation 5751.9 provides guidance on the selection of appropriate disciplinary action for typical offenses. Normally, a progression of disciplinary measures applies in an effort to correct an employee's conduct.

(3) Mitigating, unusual, or aggravating circumstances shall be considered in determining a proper disciplinary action. Disciplinary actions or adverse actions are to be taken without prejudice. Such considerations as, but not limited to, the employee's position, length of service, prior disciplinary actions, state of health, state of family and, personal conditions, shall be taken into consideration prior to proposing any disciplinary action.

b. Explanation Required. The employee shall have an opportunity to explain the events before the Agency initiates a disciplinary or adverse action.

c. Stay of Removal Action. If the decision to remove an employee is grieved, the action taken will be in accordance

with Article 33, Arbitrations, Section 3.b. The removal will be stayed pending the completion of the grievance and the arbitration process.

Section 2. Definitions (in alphabetical order).

a. Adverse action. Action taken against an employee which either affects continued employment, grade, or pay or establishes a record of disciplinary action in the employee's Official Personnel Folder. Adverse actions may be taken against an employee only for such cause as will promote the efficiency of the service. Just cause is necessary as a basis for an adverse action, and the action must be determined on the merits of each individual case. Adverse actions are suspensions for more than fourteen (14) days, reduction in grade or pay, furloughs for thirty (30) days or less, and removals, which may be grieved under the negotiated procedures or appealed to the Merit Systems Protection Board.

b. Counseling. Communication from the Employer to the employee concerning deficiencies in conduct, attitude, or performance. As utilized in the Article, counseling shall encompass any form of corrective or directive communications, written or oral. Written counseling or notation of oral counseling will not be made a part of the employee's Official Personnel Folder.

c. Day. Calendar day.

d. Deciding Official. The supervisor or manager who decides what action to take on proposed disciplinary or adverse actions.

e. Disciplinary Actions. A disciplinary action is normally initiated by the immediate supervisor or manager of the employee being disciplined. An oral admonishment is a discussion between a supervisor and employee as a result of an offense which does not, by itself, warrant a reprimand. The employee shall have the right to make a written rebuttal for the record. Disciplinary actions consist of oral admonishments, letters of caution, letters of reprimand, and

suspensions of 14 days or less. For suspensions of 14 days or less, the action consists of two-steps, with a proposing official and a deciding official. The deciding official may uphold, mitigate, or fail to uphold a proposed action.

f. Letter of Caution. A written warning by an appropriate official that continued improper conduct may lead to formal disciplinary action. Letters of caution are not formal disciplinary actions. A letter of caution may not be kept in the employee's OPF. It may be kept in the teacher's file for not more than one calendar year.

g. Letter of Reprimand. A formal written disciplinary remedy by an appropriate official for an employee's improper conduct.

h. Oral Warning. The oral warning by an appropriate official that continued improper conduct may lead to formal disciplinary action. Oral warnings are informal and called minor corrective actions. The supervisor has the option of making an informal record of date of discussion and subjects covered and provides it to the employee within five (5) duty days of date when the discussion occurred. Such notation will be kept in the school file only.

Section 3. Discipline and Adverse Action.

a. Discipline shall be corrective. The primary emphasis of disciplinary action is correction, development, and rehabilitation.

b. Pre-Action Investigation.

[Cross reference to Article 35. Investigations]

c. Investigative Interview.

[Cross reference to Article 35. Investigations]

d. Designation of Representative. When an employee designates the Union to be his/her representative in a disciplinary or adverse action, the employee will furnish, in writing to the supervisor or appropriate management official, the name and address of said representative. Copies of all correspondence sent by the employer to the employee will be

furnished to his/her union representative. In addition, copies of all material relied upon to support the disciplinary or adverse action will be made available to the union representative.

e. Employee Rights. Employees have the right to grieve any action described in this Article. [Cross reference to Removal Actions of Article 33. Arbitration]

f. Equitable Discipline. All discipline shall be for just cause and consistent with applicable laws and regulations. The Employer recognizes the principle of progressive discipline.

g. Response Authorized. A reasonable time, to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer.

Section 4. Documents and Information.

If disciplinary action is initiated, the Employer will provide the employee and/or the Union any information relied upon in proposing disciplinary action. Upon request and in accordance with applicable law, the Employer will provide the Union any material gathered in the investigation but not relied upon. Where information is retained by other investigative agencies such as OSI, CID, and NIS and not in the possession of the Employer, the Employer will make a good faith effort to obtain the information for the Union.

Section 5. Specific Actions.

a. Proposal Letter. In the proposal letter for the action, the following is adhered to:

- (1) The notice of proposed action is clearly identified as a "proposal" and not a final decision.
- (2) The necessary degree of specificity has been included in the narrative statement of offense to ensure employee understanding of the reasons for the proposal.
- (3) The notice of proposal provides copies to the employee of all documentary evidence used to support the proposed action.

(4) The notice of proposal provides the employee with a reasonable period of time to respond to the notice, both orally and in writing, and to furnish affidavits and other documentary evidence in support of such reply.

(5) The notice of proposal provides a specific statement that the employee will remain in a normal duty status pending decision.

(6) The notice of proposal advises the employee of the right to designate an attorney or other individual as a representative. This designation should be made in writing, and provided to the deciding official.

(7) The notice of proposal identifies the deciding official, by name, address, and telephone number, as the individual to whom any oral and/or written reply must be made. In cases where the deciding official is located outside the employee's commuting area, oral responses shall be in compliance with this Article.

(8) The notice of proposal identifies any past disciplinary actions which were considered in proposing the action.

(9) The notice of proposal states that an extension to the reply period may be granted for justifiable reasons. Upon request, giving justifiable reasons, the Agency will grant an extension of a reasonable amount of time. A request for extension must be submitted in writing to the deciding official prior to the expiration of the reply period.

b. Deciding Official. A Deciding Official shall:

(1) Consider only the charges and reasons for the proposed action specified in the notice of proposal. This may include a review of all information relied upon and referred to in the notice of proposal. A deciding official also may conduct a personal investigation if necessary.

(2) The deciding official will endorse the concepts described in Section 3. f.

(3) Give full consideration to any oral and/or written reply received from the employee or his/her representative.

(4) In deciding whether or not the proposed action is warranted, give full consideration to any aggravating or mitigating factors.

c. Decision Letter. A final decision letter must include at least:

(1) A statement that a reply was received from the employee and that the reply was considered, or, in the alternative, a statement that no reply was received from the employee.

(2) A specific statement that the proposed action is sustained, not sustained, or reduced/modified, and the reason for the decision. If the proposed action is sustained, the final decision letter shall include mention of any aggravating or mitigating factors which were considered by the deciding official. These should include any applicable factors listed at Section 10 of this Article.

(3) A statement of the effective date of any action arising from the final decision.

(4) A statement of the employee's appropriate grievance/appeal rights.

d. Letter of Reprimand.

(1) Before issuance of Letter of Reprimand. Prior to initiating a letter of reprimand, the supervisor will normally meet with the employee to investigate and explore all circumstances concerning the alleged misconduct. The supervisor should:

(a) Inform the employee of his/her right to have a Union representative present and must afford the employee the opportunity to be accompanied by a Union representative.

(b) Attempt to ascertain all facts involved in the matter being investigated.

(c) Determine any mitigating circumstances and allow the employee the opportunity to explain fully the act being investigated.

(d) Based on an analysis of all information gathered, the supervisor must decide if a letter of reprimand is warranted.

(2) Issuance of Letter of Reprimand. A letter of reprimand will contain the following:

(a) The offense is described in sufficient detail to facilitate a reasonable understanding of the basis for issuance. This should include at least a narrative description of the circumstances involved in the incident(s) giving rise to the letter, including times, locations, dates of events, and any witnesses who provided statements.

(b) If pertinent to the incident(s) contained in the letter, a delineation of past counseling of other attempts to correct the employee's behavior may be included, but only if they occurred within the time limits described in this Article.

(c) A warning that any recurrence of the misconduct may result in more severe disciplinary action.

(d) A statement providing the maximum period of time that the letter will remain in the employee's Official Personnel Folder from one to three years. Nothing in this Article prevents management from removing this prior to the expiration date.

(e) If appropriate, the availability of remedial resources to assist the employee in preventing recurrences.

(f) A statement advising the employee of his or her grievance rights relative to a letter of reprimand.

e. Suspension for fourteen (14) days or less.

(1) An advance written notice will be issued which states:

- (a) the specific reasons for the proposed action,
 - (b) the name, title, address, and telephone number of the individual designated to receive an oral and/or written reply,
 - (c) the amount of time the employee has to reply, but not less than ten (10) duty days, this time limit shall not commence until the employee and/or representative have received the material described in sub-section (d) below, and
 - (d) the right of the employee or the employee's representative to receive a copy of the material which is relied upon to support the reasons given in the notice.
- (2) Right to Representation
- (a) If otherwise in a duty status, an employee against whom this disciplinary action is proposed and his/her representative shall be entitled to one-half (1/2) day of official time to prepare a response.
 - (b) The employee shall have the right to make an oral and / or a written response.
 - (c) Responses Authorized. A reasonable time, to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer.
- (3) A written decision notice will be issued which:
- (a) specifies which of the reasons identified in the advance written notice have been supported and the reasons therefore,
 - (b) is made after consideration of any reply made on behalf of the employee or lack of reply,
 - (c) is signed by an official in a higher position than the official who signed the proposed notice,
 - (d) specifies the employee's right to file a grievance under the negotiated grievance procedure, and

(e) is delivered to the employee and his/her representative before the effective date of the action.

f. Suspension for more than 14 days, reduction in grade or pay, furlough for 30 days or less, and removal.

(1) An employee is entitled to 30 calendar days advance written notice.

(2) The advance written notice will include:

(a) the specific reasons for the proposed action,
(b) the name, title, address, and telephone number of the individual designated to receive an oral and/or written reply,

(c) the amount of time the employee has to reply, but not less than ten (10) duty days, this time limit shall not commence until the employee and/or representative have received the material described in sub-section (d) below,

(d) the right of the employee or the employee's representative to receive a copy of the material which is relied upon to support the reasons given in the notice, and

(e) upon request, giving justifiable reasons, the Agency will grant an extension of a reasonable amount of time.

(3) (a) In addition to the above, the employee is entitled to be represented by an attorney or other representative. If otherwise in a duty status, an employee against whom this disciplinary action is proposed and his/her representative shall be entitled to two (2) days of official time to prepare a response.

(b) Responses Authorized. A reasonable time, to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer.

(4) The written decision notice will contain the same

elements discussed for suspensions of 14 days or less (see Section 5.c. of this Article) with the exception that it will specify the employee's right of appeal to the Merit Systems Protection Board (MSPB) or to file a grievance under a negotiated grievance procedure, but not both. The decision notice will also provide the time limits for filing an appeal to MSPB, the address of the appropriate office, a copy of MSPB regulations, and a copy of the MSPB appeals form, if applicable.

Section 6. Employee's Choice of Representative. An employee's designation of representative must be made in writing.

Section 7. Past Offenses. In considering past offenses in determining a remedy, the following limitations must be observed:

- a.** Oral warnings or letters of caution may not be counted as a prior offense for the purposes of determining the appropriate range of remedies. While an oral warning or letter of caution may not be counted as a prior offense, it may be used in determining the severity of the discipline for a subsequent offense of a similar nature.
- b.** A Letter of Reprimand may be counted as a prior offense provided the Letter of Reprimand is still in effect on the date of the proposed notice of adverse action in which it is cited.

Section 8. Summary Reports of Adverse Actions. If generated, the Agency shall provide the Union with an annual summary of disciplinary and adverse actions taken against unit employees and all other employees of the agency during the school year, within the confines of the Privacy Act. The Union retains the right to request any additional information under the Statute (5 USC 7114 (b)(4)).

Section 9. Grievance and Appeal Rights.

- a.** Counseling and Disciplinary actions of this Article are grievable only under the negotiated grievance procedure.

b. Adverse actions of this Article are grievable under the negotiated grievance procedure or appealable to the Merit Systems Protection Board, but not both. An employee will have constituted an election by either filing a timely written grievance or filing a timely written appeal, whichever occurs first.

Section 10. Factors to be Considered in Assessing Penalties:
“The Douglas Factors.”

a. Once a supervisor or manager establishes some form of wrongdoing, he or she has the responsibility for determining the penalty, from reprimand to removal. In order to ensure that a disciplinary action represents the least severe penalty which would deter the employee from future infractions, and that the disciplinary action is taken for just cause, i.e., to improve the efficiency of the service, certain factors should be taken into account.

b. In the case of *Douglas v. Veterans Administration*, 5 MSPB 313 (1981), the Merit Systems Protection Board enumerated twelve factors which it considered relevant when determining the reasonableness of a disciplinary action. These factors, commonly referred to as the “Douglas Factors,” are widely accepted, and their use assures not only that actions taken are fair and equitable, but additionally that the action can withstand the scrutiny of a third party, such as an administrative judge or an arbitrator.

c. Any of the relevant factors listed below shall be taken into consideration prior to taking formal disciplinary action.

(1) The nature and seriousness of the offense, and its relation to the employee’s duties, position and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated.

(2) The employee’s job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position.

- (3) The employee's past disciplinary record.
- (4) The employee's past work record.
- (5) The effect of the offense upon the employee's ability to perform at a satisfactory level.
- (6) Consistency of the penalty with those imposed upon other employee(s) for the same or similar offense in like or similar circumstances.
- (7) Consistency of the penalty with any applicable agency table of penalties.
- (8) The notoriety of the offense or its impact upon the reputation of the agency.
- (9) The clarity with which the employee was on notice of any rules that were violated in committing the offense.
- (10) Potential for the employee's rehabilitation.
- (11) Mitigating circumstances surrounding the offense.
- (12) The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

ARTICLE 31 EMPLOYEE GRIEVANCE PROCEDURE

Part I. General Information.

Section 1. Purpose. The purpose of this article is to establish a procedure whereby employees may secure at the lowest level possible, equitable and expeditious solutions to their grievances. This negotiated procedure shall be the exclusive procedure available to employees for settlement of grievances.

Section 2. General. A grievance is defined as a request by an employee, or by a group of employees acting as individuals for relief in a matter of concern or dissatisfaction. In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to in-

clude this issue. The Agency agrees to raise any question of grievability or arbitrability of a grievance within three (3) duty days of notification by the Union of which cases shall be taken to arbitration. Management agrees that a procedural issue not raised in the Step 3 response will not be raised at the arbitration level. A substantive issue may be raised at any time during the grievance and arbitration process. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue. The Agency will deal with the merits of the grievance even when they claim it is not grievable, lacks timeliness, has procedural defects, etc.

Section 3. Matters Covered. This grievance procedure will be used to process any matter of concern or dissatisfaction to an employee or group of employees, to include adverse action against temporary employees, and excluding those matters identified in Section 4 of this article. These matters will include all matters that are determined to be appropriate under the Civil Service Reform Act of 1978 (PL 96-454, Title VII, Section 7121).

Section 4. Exclusions. Those matters excluded from the negotiated grievance procedure are:

- a. Violations relating to political activities (as revised by the 1993 legislation).
- b. Retirement, life insurance or health benefits.
- c. A suspension or removal for national security.
- d. Any examination, certification or appointment
- e. The classification of any position which does not result in the reduction in grade or pay of an employee.
- f. Separation of employees during their probationary period.
- g. Termination of NTE appointments unrelated to an adverse action.
- h. A matter which comes under the administrative or legal jurisdiction of a military department.

Section 5. Exercising Option. An aggrieved employee may raise the following matters under statutory procedures (Merit Systems Protection Board [MSPB], Equal Employment Opportunity [EEO]) or negotiated grievance procedures but not both. For the purpose of this article an employee shall be deemed to have exercised his/her option to grieve or appeal only when the employee files a written, timely notice of appeal under the appellate procedure or files a timely written grievance under the negotiated grievance procedure. Consulting with an EEO counselor does not result in the loss of the employee's right to grieve.

a. Adverse Actions: Removals, Suspensions for more than 14 days, Reduction in grade or pay and furlough for 30 days or less.

b. Unacceptable Performance: Demotions, removals.

c. An Equal Employment Opportunity (EEO) Complaint: An allegation of discrimination based upon race, color, religion, sex, age, national origin, marital status, political affiliation or a physical handicap. If an employee appeals to MSPB, s/he cannot file a grievance under the Agreement or EEO complaint except for Mixed Cases.

Section 6. Merit Systems Protection Board. An employee may file an appeal to the Merit Systems Protection Board at any time after notice of adverse action but not later than twenty (20) calendar days after the effective date of the adverse action. If an employee appeals to MSPB, s/he cannot file a grievance under the Agreement or EEO complaint except for Mixed Cases.

Section 7. Investigation. See Article 35, Investigations.

Section 8. Identical Grievances. When a group of employees has 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 at the stage it is in

writing. There will be only one representative for the group. The final grievance decision will apply to all members of the group.

Section 9. Union Oversight. Any employee or group of employees in the unit may present grievances to the Employer and have them adjusted as long as the adjustment is not inconsistent with the terms of the contract and the Union has been given opportunity to be present at the adjustment or has been informed of the final decision in writing.

Section 10. Representational Rights of Employee. No employee shall be required to meet with any administrator or supervisor at any step of the grievance procedure without representation.

Section 11. Time Limits.

- a. All grievances must be initiated within fifteen (15) calendar days after the grievant knew or with reasonable diligence should have known, of the occurrence of the matter out of which the grievance arose.
- b. Grievances will be processed through the formal step (step 2) of the procedure with the exception of review of disciplinary actions which will be initiated at the appeal step (step 3).
- c. All time limits set forth in the procedure may be extended by mutual consent, but if not so extended, they must be strictly observed.
- d. **(1) School Level.** Time limits will begin from the receipt of an oral or written grievance (Step 1) or of a written grievance (Step 2) by the Employer and the receipt of the decision by the employee(s).
(2) Regional Level. For a written submission, time limits will begin from date of postmark. For a written response, time limits will begin from the date of receipt of the grievance decision by the Union.
- e. A grievance will automatically be terminated on request of an employee or upon the death of the employee or resig-

nation or separation for reasons not connected with the grievance, provided there is no question of pay involved or other relief that could be granted to the employee or his/her estate.

f. If the last day of the time limit falls on a Saturday, Sunday, federal holiday or any other non-work day, the last day of the time limit shall be the next employee duty day.

Section 12. Employee Protection. The fact that a grievance is raised by an employee shall not be recorded in the employee's personnel file or in any file or record utilized in the promotion process; nor shall such fact be used in any recommendation for job placements. An employee shall not be placed in jeopardy or be subject to reprisal, restraint, coercion, or discrimination for having followed this grievance procedure.

Section 13. Official Time. In conjunction with employee grievance and appeals, official time will be granted to Union representative and aggrieved employees for preparing the grievance and/or appeals and for meetings with the Activity. All meetings dealing with grievances will be held on duty time. Commensurate with the gravity and/or complexity of the grievance a reasonable amount of official time is authorized.

Section 14. Non-Meritorious Grievances. Nothing in this contract shall be so interpreted 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.

Section 15. Access to Information.

a. The Employer will provide the employee and / or the Union any information relied upon in processing the grievance. Upon request and in accordance with applicable law, the Employer will provide the Union any material gathered in any investigation or research but not relied upon. Where information is retained by other investigative agencies such as OSI, CID, and NIS, and not in the possession

of the Employer, the Employer will make a good faith effort to obtain the information for the Union.

b. The Union may request that they be given the opportunity to interview witnesses who have been interviewed by management. DoDDS will request that those witnesses, not under their jurisdiction, cooperate with the Union.

c. The act of invoking arbitration on any grievance shall constitute a request under 5 U.S.C. 7114(b)(4) for all of the data relied upon in rendering the final agency decision on a grievance. This data will be sent to the Union by the most expeditious means. If the data is not immediately available, the Union will be notified as to when this data will be available.

Section 16. Grievance File. When an employee grievance is processed under this Article, the Agency will establish a file containing all documents described below. This file becomes the official grievance file. It will contain original documents whenever possible, or true copies. This file will contain:

- a.** The written grievance; with all documents submitted by the grievant,
- b.** and the written decision rendered at each step.

A copy of this file will be given to the grievant and the Regional Union Representatives.

Section 17. Work Week / Timeliness. For the purposes of this article, schools that use a different work week, (for example, in Bahrain, the Islamic workweek of Saturday to Wednesday is used) the non-work days used by that school will count as the Saturday and Sunday in computing timeliness.

Section 18. Grievance Listing. The Employer agrees to provide the Union with periodic updates of the Step 3 Appeal grievances that they have received.

Part II. Grievance Procedures.

Section 1. In the case of disciplinary and adverse actions. In the case of disciplinary or adverse actions, the employee shall initiate their grievance at the appeal step (Step 3) within fifteen (15) calendar days of receipt of the decision on the disciplinary or adverse action. The employee has the option of submitting their grievance directly to the regional director for review or to the regional director through their principal. If the employee submits their appeal to the principal, the appeal will be forwarded to the regional director within two (2) working days following receipt of the grievance. A copy of the transmittal letter will be provided to the employee.

Section 2. Normal Grievance Procedure.

a. Step 1 - Informal Step. Informal resolution is acknowledged to be the most constructive means of resolving grievances. Therefore, employees are encouraged to meet with the administrator informally without reducing the grievance to writing. The same time limits apply and the employee may be accompanied by his/her representative. The principal will communicate his/her decision orally or in writing within ten (10) calendar days of the discussion.

b. Step 2 - Formal Step. Grievances must be submitted in writing at this step within the fifteen (15) calendar days' time limit detailed in Section 11. If the employee presented his/her grievance under Step 1, the grievance must be submitted within ten (10) calendar days after the Step 1 decision has been received. Grievances must be signed by the employee(s) or the employee's representative and contain the following information: employee's name; date filed; address and telephone number; name of representative, if any; statement of grievance to include Article and Section of the Agreement, regulation or policy allegedly violated, detailed circumstances concerning the grievance and resolution desired. The principal or his designated representative will meet, if Step 1 was not used, with the grievant(s), who may be accompanied by a representative, for the purpose of dis-

cussing or clarifying the grievance. A written decision will be issued to the employee with ten (10) calendar days.

c. Step 3 - Appeal. If the grievance is not settled at Step 2, the grievant may submit the grievance in writing to the Regional Director within ten (10) calendar days after the receipt of the Step 2 decision or the expiration of the period of time for a written decision. The Union, the Regional Director / designee, or the grievant, if not represented by the Union, may request a meeting as part of this step. Such meeting may be conducted in person at the work site of the grievant. A final decision will be issued to the grievant and the Regional Union Representative within twenty-five (25) calendar days of receipt of the Step 3 grievance. The Employer will establish a file containing all documents pertinent to the case including but not limited to summaries and transcripts, findings, documentary evidence considered in resolving the grievance and the written decision rendered at each step. A copy of this file will be given to the Regional Union Representative.

d. Step 4 - Arbitration. If the Employer and the Union fail to settle any grievance arising under this section, such grievance upon written notice invoking arbitration shall be submitted by the Regional Union Representative or designee to the Director or designee within thirty (30) calendar days after the receipt of the final decision. The provisions of Article 33 will apply at this step. The Union may invoke arbitration when the time limit for the Step 3 Appeal has been exceeded.

ARTICLE 32 POLICY GRIEVANCE PROCEDURE

Section 1. Policy.

a. The purpose of this article is to provide for the satisfactory settlement of grievances involving the application, administration and/or interpretation of this Agreement or

personnel policies or practices, regulations, policies having an effect on the working conditions of the employee or the Union. Grievances under the Article may be initiated by either party.

b. Questions which cannot be resolved by the Parties as to whether or not a matter is subject to the provisions of this procedure shall be referred to arbitration for decision.

Section 2. Procedures. Informal resolution will be attempted on issues as appropriate in Section 1 .a. If the issue is not resolved informally to the satisfaction of both Parties, either Party may file a grievance in writing. A written response will be issued within twenty-five (25) calendar days after the grievance was received. Either party may invoke arbitration if the time limit for the response is exceeded. Either Party may invoke arbitration procedures of this contract within thirty (30) calendar days after receipt of the written response.

ARTICLE 33 ARBITRATION

Section 1. Policy. Binding Arbitration shall be the procedure used for any grievance not satisfactorily settled under the negotiated grievance procedures. Both parties agree that good faith resolution of all grievances shall be attempted through settlement and Grievance - Mediation procedures.

Section 2. Arbitration Panel.

a. The Parties will jointly request from the Federal Mediation and Conciliation Service a listing of fifty (50) arbitrators. Such listing shall be arbitrators from the New York, Boston, Philadelphia, and Washington, D.C. areas. Any fee charged for this service shall be shared equally by the parties. Upon receipt of the list, the Parties will each have an initial unilateral strike of names, with ten (10) for the Agency and (10) for the Union. The first ten (10) strikes

for each party shall be done alternately, first strike determined by a flip of the coin. From the remaining names each party shall unilaterally select two (2) arbitrators for inclusion on an arbitration panel. There shall be four (4) arbitrators on the panel. Such selections shall be alternating with the flip of a coin. In addition to the two arbitrators for each party, the parties shall continue to select additional arbitrators, with five (5) for the Agency and five (5) for the Union. The names of these arbitrators will be held in reserve. These arbitrators shall be appointed when a vacancy occurs in the order of their nomination. The arbitrators will be selected and in place within six (6) months after the effective date of the contract but the current panel shall remain active during the six (6) month interim period. If the new panel is in place in less than six (6) months, the current panel will be terminated. If for any reason, either party refuses to participate in the selection of the panel, the Federal Mediation and Conciliation Service shall be empowered to make a direct designation of the names to be used for that party's selections.

b. The Parties shall jointly notify the selected arbitrators requesting their acceptance of selection. Those declining shall be replaced by an alternate choice of the party selecting them. If the selecting party replaces the declining arbitrator with an arbitrator from the reserve list, the selecting party may select a new arbitrator for the reserve list with identical placement on the list as the previous arbitrator. The Parties authorize no retainer fee for service on the panel.

c. The panel will consist of four (4) members. Arbitrators shall serve for a period of three (3) years from appointment. At the end of the three (3) years of appointment, either party may choose to retain both of its previous selections to the panel. If a party chooses not to retain its panel selections, the party may replace their panel members with any arbitrator selected by that party for the reserve list. If the party replaces its panel members with arbitrators from the reserve list, the remaining arbitrators on the list shall move for-

ward in placement on the list. The arbitrators removed from the reserve list may not be replaced. If the reserve list is depleted to the extent that these procedures can no longer be applied, the procedures in *Section 2.a* will be followed; however, the other party shall continue to have the right to retain both of its previous selections for the new panel.

d. Either party may unilaterally remove one arbitrator from the panel at any time during the first three years of the term of the panel. By mutual agreement, the Parties may remove anyone or all members of the panel. Those arbitrators resigning from the panel during their appointment or whose appointments are revoked will be replaced. When a vacancy occurs, *Section 2.a* provides for filling vacancies on the panel.

e. The panel of arbitrators will be listed in order of selection for assignment of grievances.

f. This panel will be used for all grievance - arbitrations, grievance - mediations, and interest - arbitrations (with prior FSIP approval) occurring during the term of the agreement.

Section 3. Invocation of Arbitration.

a. If the Union and the Agency fail to settle any grievance arising under Article 31 or Article 32, such grievance, upon written notice of invoking arbitration, shall be submitted by a Regional Union Representative or designee or the Director or designee to the other within thirty (30) calendar days after receipt of the final decision.

b. Special Procedure for Removal Actions. When the Agency has decided upon a removal action, the employee will be suspended without pay until the arbitrator has rendered a final decision. Removal cases will advance to the top of the list of arbitration cases. If an arbitration round is scheduled between 60 and 90 days of the final decision to remove an employee, the grievance - arbitration case will be heard as the first case of the round. If an arbitration round is not scheduled within 60 to 90 days of the decision letter, another round will be held not earlier than 60 days from the date

of the decision letter. The arbitrator scheduled for the next regularly scheduled round will be requested to set aside time to hear this case. If this arbitrator is unavailable, the parties will move down the list of approved arbitrators in the order in which they were selected for the panel until an arbitrator accepts this appointment. In order to reduce costs, the parties will engage in grievance - mediation of no more than three (3) pending grievance - arbitration cases. This grievance - mediation will take place on the day following the end of the hearing and the procedures will be IAW Section 13 of this Article. To expedite this procedure, the parties will submit their post-hearing briefs not more than 15 calendar days after the close of the arbitration hearing. The arbitrator will be directed to issue a decision within 15 calendar days of receipt of the post hearing briefs. A telephone call from the arbitrator to the parties shall be adequate notice, to be followed by a written decision. If the arbitrator affirms the Agency removal action, the employee will be separated immediately. If the arbitrator overturns the removal action, the Agency will implement the arbitrator's decision immediately.

c. Grievances will be arbitrated in the order in which arbitration was invoked. If both parties invoke arbitration for their respective grievances and there is disagreement on which party was first to invoke arbitration, so as to determine which party's grievance shall be heard in the upcoming arbitration round, the disagreement shall be resolved by the flip of a coin. The party winning the coin toss will be entitled to arbitrate its grievance in the upcoming arbitration round. The party losing the coin toss will be entitled to arbitrate its grievance in the next round.

d. In assignment of grievances for hearing:

(1) Normally, no more than three (3) grievances may be assigned to one arbitrator at a time except under special procedures for removal actions (Section 3.b).

(a) If fewer than three (3) cases are scheduled for the October round or for the January/February

round, those rounds shall be cancelled and pending cases moved to the May round.

(b) The last scheduled round for the school year shall not be cancelled if any case is still pending.

(2) Nothing shall prevent use of the arbitrators in Grievance Mediation (Section 13) in addition to his/her scheduled set of three (3) grievances for hearing.

(3) The Parties shall ask the panel of arbitrators to reserve dates throughout the school year in which to hear grievances.

(4) For the first year this Agreement is in effect, one arbitrator shall be asked to reserve dates for the first round to be scheduled in October of a given school year, the next arbitrator for the second round to be scheduled in January / February of a given school year, the next arbitrator for the third round to be scheduled in May of a given school year, and, for the Extraordinary Round to be scheduled (as per Section 3.d.(6)) with the arbitrator of the third round assuming authority over the Extraordinary Round.

(5) In subsequent years, arbitrators shall rotate with the next arbitrator in rotation assigned to the date for the first arbitration round of the new school year and so on. Arbitrators shall be used in regular rotation.

(6) Extraordinary Round. If there are eight (8) or more cases pending for which arbitration had been invoked for one calendar year or more by the end of third arbitration round, an Extraordinary Round will be held. It is the intent of the Parties that no grievance - arbitrations shall be pending more than one calendar year from the date arbitration was invoked. Up to three (3) cases will be heard at the Extraordinary Round.

(a) This round shall be conducted no earlier than thirty (30) calendar days after the first reporting day for students at the beginning of the school year, and before, but not in conjunction with the regularly

scheduled first round of grievance-arbitrations.

(b) One (1) week shall be scheduled for hearing grievance cases eligible for the Extraordinary Round.

Section 4. Settlements. The Parties agree that a key aspect of the arbitration process is settlement. With this in mind, the Parties recognize their responsibilities in engaging in good faith settlement discussions of all grievances; however, the Parties recognize that not all grievances may be settled by the Parties and will require a third party to arbitrate the grievance.

Section 5. Selection and Notification of Cases to be Arbitrated.

a. The cases that an arbitrator will hear will be identified not less than thirty (30) calendar days prior to the first day of the scheduled hearing. If this day falls on a unit employee's non-duty day, the next duty day will be considered the last day of this thirty day limit.

b. Except for the Special Procedure of Removal Actions, if a grievance is identified to be arbitrated in an arbitration round, all grievances that were invoked for arbitration on dates prior to the date of invocation for this grievance, and have not been selected to be arbitrated in an arbitration round, will no longer be entitled to be arbitrated.

Section 6. Record of Hearing. Either party may request a record of an arbitration hearing. If one party obtains a record at its own cost, the second party will not be entitled to receive or obtain said record or a copy thereof unless it is provided to the arbitrator. Such copy will be at no cost to the second party and will be provided to the second party upon receipt by the first party. The first Party will give the second Party a twenty-five (25) calendar day notice of its intent to record the proceedings and whether or not they will provide a copy to the arbitrator. Failure to notify the second Party prior to the twenty-five (25) day notice period will nullify the right to record the proceedings.

Section 7. Arbitrator fees.

a. 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. Normally, the arbitrator will receive compensation for no more than two preparation/research days regardless of the length of the proceedings.

b. Cancellation Fees. Terms and conditions for cancellation of a round shall be as follows:

(1) When an arbitrator is given at least thirty (30) days notice that an arbitration round has been cancelled, no fee shall be imposed on the Parties.

(2) When an arbitrator is given at least fifteen (15) days notice that an arbitration round has been cancelled, 50% of the normal fee may be imposed on the Parties. The fee shall be shared equally by both Parties.

(3) When an arbitrator is given less than fifteen (15) days notice that an arbitration round has been cancelled, a full fee may be imposed on the Parties. The fee shall be shared equally by the Parties.

Section 8. Arbitrator's Decision / Authority.

a. Arbitrator's Decision. The arbitrator's decision is binding, but exceptions may be taken in accordance with the provisions of Title 5, U.S.C. 7122 and 7123.

b. Arbitrator's Authority.

(1) If the Parties are unable to agree on matters concerning the implementation of this Article, then, upon request of either Party, the arbitrator selected to hear the cases has the authority to resolve procedural disputes. The arbitrator has the authority to make procedural rulings which will effectuate proper and efficient labor management relations.

(2) In rendering a decision / award, the arbitrator has authority to:

- (a) Resolve questions of arbitrability.
- (b) Interpret and define the terms of this Agreement.
- (c) Rule on the application of law and regulation to the Agreement and the Parties' obligations and responsibilities thereunder.

(3) The arbitrator shall have no authority to alter, amend, add to or subtract from the negotiated Agreement. S/he shall be bound by and must comply with all terms of the Agreement.

(4) The arbitrator shall not be bound by formal rules of evidence.

(5) In accordance with 5 U.S.C. 5596 (b) and 5 U.S.C. 7701 (g) and in compliance with standards established by the Merit Systems Protection Board in administering 5 U.S.C. 7701 (g), the arbitrator may award reasonable attorney fees incurred by the employee, if the arbitrator determines that payment by the Agency is warranted in the interest of justice.

Section 9. Expedited Arbitration Procedures.

a. The Parties may establish alternatives to a full hearing. Two such options are:

(1) A bench decision whereby the Parties waive briefs and transcript, The arbitrator's written decision need not be long but must contain the arbitrator's rationale for the award.

(2) An argument of the issue of the grievance on written brief only, without hearing.

b. The Grievance - Mediation Procedures outlined in Section 13 of this Article for good faith attempts at resolution will be used.

Section 10. Witnesses, Grievants, and Representatives.

- a.** Witnesses who are employees shall suffer no loss of pay or leave for so serving, if otherwise in a duty status. These witnesses shall receive reasonable amounts of release time for preparation and sufficient release time to present their testimony.
- b.** The grievant(s) shall be granted a reasonable amount of preparation time and be on release time for the entire length of the hearing.
- c.** A local representative named by the Union, will be granted a reasonable amount of preparation time and release time to attend the entire hearing when only one full-time union representative is at the hearing site to present the case. When both full-time union representatives are present at the hearing the said representative will have the option to use LWOP or APL to attend the hearing.
- d.** Witnesses, grievants and representatives who are DoDDS unit employees and do not reside at the hearing site will be authorized release time, transportation to the hearing site and per diem at the Agency's expense. When witnesses are outside the country the Parties will attempt to obtain testimony without requiring them to travel.
- e.** The parties shall exchange witness lists by FACSIMILE (FAX) at least fifteen (15) calendar days prior to the date of the arbitration round. The Parties shall have opportunity to challenge witnesses. If there is a dispute over relevance of testimony of witnesses, the arbitrator will make a ruling over the dispute. In addition, in the event that witnesses are added to the list after the 15 day deadline, the other party shall be informed immediately.

Section 11. Reducing Costs. The Parties will strive to reduce the costs of arbitration.

Section 12. Hearing Site. An arbitration hearing will be held at the site giving rise to the grievance; however, to reduce costs and in the interest of efficiency, the hearing site will be changed by mutual consent. If mutual consent can not be reached the arbitrator may be requested to determine the hearing site.

Section 13. Grievance - Mediation Procedures / Process.

a. The purpose of Grievance - Mediation is to reduce the number of instances of litigation, reduce cost and achieve timely and satisfactory resolution to grievances.

b. Procedures.

(1) The Union will notify the Agency thirty (30) days prior to the arbitration round of which cases they wish to attempt resolution through this informal mediation process. The Union will send the grievant's file to the arbitrator prior to the scheduled hearing.

(2) The parties shall use the arbitrators from the panel.

(3) Each arbitrator shall set aside at least one day, while conducting arbitrations, to act as a grievance mediator.

(4) No more than three (3) grievances in sequence following the grievances being heard at a given arbitration round, shall be presented by the parties for grievance - mediation. The presentations will normally fall on the day between the first and second grievance arbitrations or the day between the second and third grievance arbitrations. The Parties shall not limit themselves to these days if the opportunity arises on the same day a grievance arbitration is conducted. The presentation shall not include the grievant or witnesses. Only the Parties designated representatives are authorized to make a presentation. Each party has thirty (30) minutes per grievance to make a presentation. Proceedings before the mediator (arbitrator) shall be informal, the rules of evidence will not apply and no record of the mediation conference shall be made. The mediator (arbitrator) will have the authority to meet separately with any person or persons. After each side has made their presentation on a grievance, there will be a joint discussion of no longer than thirty (30) minutes on that grievance. Time limits for presentations and discussions will be strictly followed unless the Parties mutually agree to extend the time limits.

(5) At or after each joint discussion segment, the arbitrator will mediate or render an oral advisory decision immediately upon conclusion of the joint discussion. The arbitrator will not have the authority to compel the resolution of a grievance.

c. Limitations.

(1) Normally, the arbitrator will not arbitrate the same grievance heard at grievance - mediation.

(2) If no settlement is reached at mediation, the parties are free to arbitrate. None of the mediation or settlement attempts, with regards to offers or concessions made, can be used if a case goes to arbitration. In this regard, nothing said or done by the mediator may be referred to at arbitration, and nothing said or done by either party at mediation may be used at arbitrations.

(3) The arbitrator scheduled to conduct any given set of grievance mediations will have full authority to resolve any dispute with regards to procedures set out in this grievance - mediation process.

(4) The parties recognize that during an arbitration round, the intervening days between individual grievance - arbitrations may be needed to be utilized for travel to the next arbitration site for the Union or Agency representative or the arbitrator. In addition, these days may be needed for additional preparation for a grievance - arbitration if there are two or more grievance - arbitrations to be conducted at one duty location. A variety of extenuating circumstances may prevent either Party's representative from participating in the informal grievance - mediation process. Therefore, either Party may not be available to participate in a grievance - mediation at every arbitration round; however, both Parties recognize the importance of settlement and will make good faith efforts to participate. In view of the above, the Parties will make every good faith effort to mediate up to three (3) grievances per round unless mutually agreed to do otherwise.

(5) Both Parties agree that this procedure will only be utilized during the arbitration round. If the arbitration round is bypassed, the grievance - mediation process will not be utilized until the next arbitration round is conducted. The Parties agree that informal settlement discussions will continue during the intervening time between arbitration rounds.

(6) Both Parties agree that this procedure will not be utilized if any additional costs will be incurred, beyond the normal and expected costs incurred for the arbitration round.

(7) This procedure will begin with the first round of arbitration after this Agreement goes into effect.

d. Trial Period. Either Party will have the option to reopen negotiations on the grievance - mediation procedure / process described in Section 13 of this article. These negotiations will not take place prior to the implementation of this section for one continuous school year. Written notification by either Party must be served on the other Party within thirty (30) calendar days after the last teacher duty day of said school year. If notification is not made this section will become a permanent part of the collective bargaining agreement.

ARTICLE 34

VOLUNTARY ALLOTMENT OF UNION DUES

Section 1. Coverage. Dues withholding privileges will be extended to employees of the bargaining unit throughout the period of the Agreement, subject to applicable laws, rules and regulations. SF 1187 forms which are in effect on the date of this Collective Bargaining Agreement shall continue in full force. Those unit employees who have already authorized dues withholding under currently negotiated Dues Withholding agreements will not need to execute new SF 1187 forms.

Section 2. Employee Responsibility.

a. An employee may authorize an allotment from his/her pay for the payment of Union dues provided the employee meets all the following requirements:

(1) the employee has voluntarily completed Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues.

(2) the employee is in the unit represented by the Union for which the employee authorized payroll withholding of Union dues.

b. An employee's allotment for the deduction of Union dues may be terminated when an employee submits to the servicing finance office a Standard Form 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues. A termination of allotment shall be effective with the fourth full pay period following the reporting date for employees in the unit. The employee is responsible for ensuring that a properly completed SF 1188 is forwarded prior to the fourth full pay period after the opening of that school year. Dues withholding shall not be revoked if the employee submits the SF 1188 in an untimely fashion.

Section 3. Union Responsibility. The Union will:

a. notify the appropriate finance office(s) of the names and titles of officials authorized to make the necessary certification of Standard Form 1187 and the name and address of the person or financial institution to whom the allotment should be made.

b. notify the appropriate finance office(s) of the amount of dues to be withheld each pay period and the number of pay periods dues shall be withheld.

c. Union will make an employee whole for dues erroneously withheld by a finance office and received by the Union.

Section 4. Employer Responsibility.

a. The Employer is responsible for the actions of the Servicing Finance Office and will be responsible for:

- (1) processing voluntary allotment of dues in accordance with this Agreement;
- (2) withholding dues on a biweekly bases;
- (3) notifying the Union when an employee is not eligible for an allotment;
- (4) withholding new amounts of dues upon certification from the authorized Union official;
- (5) transmitting allotment to the person and/or organization designated by the Union together with a list of the locations and names of employees for whom deductions were made, the amount withheld and total deducted and a copy of all revocation notices (Form 1188) received by the payroll office(s);
- (6) insuring that allotments continue to be withheld when an employee transfers within the bargaining unit, provided the employee continues to be otherwise eligible. Employees are not required to complete a new Form 1187 each year but shall continue so long as they are in the bargaining unit or a revocation notice is properly submitted.

b. When a “Not-to-Exceed” (NTE) employee is on dues withholding, the employee shall continue on dues withholding when converted to an Excepted Service position.

c. The Agency shall make the Union whole for any dues lost through dues withholding process due to government error as provided for by law.

d. When the Union determines that there is a need to meet with the Agency and /or the servicing finance offices, the Union designated representative will be granted a reasonable amount of time to meet with appropriate officials to resolve the problems. The Union representative dealing with

dues withholdings is authorized the use of all communications media from within the Region that is provided for by this contract.

Section 5. Effective Dates. The effective dates for actions under this Article are as follows:

Action	Effective Date
a. Starting dues withholding period after the reporting date of employees and of receipt of properly executed and certified Standard Form 1187	<ol style="list-style-type: none">1. Beginning with the fourth pay2. If an employee submits a Standard Form 1187 in time for deductions to begin with the sixth pay period dues shall be withheld for sixteen pay periods beginning with the sixth pay period.3. Subsequently, dues withholding will begin with the pay period following the receipt of a Standard Form 1187.
b. Change in Amount	Beginning of first full pay period after receipt of certification in finance office.
c. Revocation by employee	Beginning with the fourth period following the reporting date for employees in the unit. Revocation must be received by the finance office prior to that pay period.

ARTICLE 35
INVESTIGATIONS

Section 1. Rights of Employees.

a. Representational Rights of Employee. The Employer will inform employees of their right to request and receive representation before any disciplinary and/or adverse action is imposed or an investigation, examination or review is conducted which they have reason to believe could lead to disciplinary or adverse action, in accordance with Article 2, Section 3.b.

b. Informing the Employee. Once an employee has been informed that they are subject to an investigation by the host nation authorities, the Employer shall inform the employee that she/he may have certain rights under the Status of Forces Agreement (SOFA). The Employer will inform any United States military or equivalent civilian agency of the rights of educators to have representatives present when being interviewed, questioned, or investigated.

c. Allegations of Child Abuse. In cases of Child Abuse allegations: see Article 20, Section 14. on Educational Environment.

Section 2. Pre-Action Investigation. This applies only to investigations conducted by the Employer. A Pre-Action Investigation is the gathering of facts and information pertaining to an employee's conduct prior to taking any disciplinary action. Usually referred to as a pre-action investigation, this process will vary in complexity and formality. The pre-action investigation provides the basis for determining if any action should be taken or proposed. The investigation itself is not a corrective action. Once investigated, a given set of circumstances may warrant a different response or remedy than originally anticipated. Upon request, the employee and/or witnesses, who are unit employees, shall have the right to representation by the Union.

Section 3. Investigation Interview. If the Employer conducts an investigative interview or requests an outside agency to conduct the investigation, such as the CID, OSI or NIS, upon the employee's request, the Union shall be notified and be given an opportunity to be present at any interview with the employee. If the employee requests a Union Representative, a reasonable amount of time will be provided to secure a representative.

Section 4. Right to Information. Cross reference to Article 30, Section 4. Documents and Information.

Section 5. Confidentiality. The Agency will hold all information, relative to a proposed disciplinary or adverse action, in accordance with the provisions of the Privacy Act.

Section 6. Designation of Representative. When an employee designates the Union to be his/her representative in a disciplinary or adverse action, the employee will furnish, in writing to the supervisor or appropriate Management official, the name and address of said representative. If no one is designated the LUR shall be entitled to represent the interests of the bargaining unit during this process. Copies of all correspondence sent by the Employer to the employee will be furnished to his/her Union representative. In addition, copies of all material relied upon to support the disciplinary or adverse action will be made available to the Union representative. If the employee does not wish to have a representative, she/he shall so state this to the appropriate Management official.

Section 7. Rights of Union Representatives in Investigations and Examinations. The rights of the Union Representative include but are not limited to the following:

- a. advising the employee who is responding,
- b. clarifying questions and answers,
- c. assisting the employee in presenting evidence,
- d. suggesting other employees who have knowledge of relevant facts.

Section 8. Official Time. In conjunction with an investigation the employee and Union representative will receive a reasonable amount of official time as appropriate.

ARTICLE 36

DURATION OF CONTRACT AND JOINT TRAINING

Section 1. The effective date of this Agreement shall be the date the Agreement is approved by the Director, DoDDS. The agreement shall remain in effect for three (3) years from the date of such approval subject to Section 2 hereof.

Section 2. The Agreement will be forwarded to higher authority to determine compliance with applicable published laws, regulations, and policies. Where violation of laws, regulations or published policies of higher echelon are found, higher echelon will advise the Director of the specific violation. The Parties will meet and negotiate the required changes in the Agreement. The Agreement will be distributed to all bargaining unit employees promptly after the Agreement is printed. Expense for printing shall be borne equally by the parties.

Section 3. The present CBA shall remain in full force and effect until such time as a new Contract is effective.

Section 4. If any provision is declared non-negotiable, the Parties will resume negotiations within thirty (30) calendar days of the negotiability decision, and ground rules of the current contract negotiations will apply.

Section 5. A copy of the CBA will be distributed by the Agency to each new employee in subsequent years.

Section 6. The CBA will contain an index which has multiple listings, similar to the index in the current CBA and shall include Article, Section and page number for each listing.

Section 7. The design of the Contract will be mutually agreed upon.

Section 8. Joint training sessions on the Collective Bargaining Agreement shall be conducted annually. The Parties shall select their own participants for such training sessions. Participants shall be on official orders. Normally, participants shall include a representative for the Agency and one for the Union from each school.

The Parties acknowledge the following individuals for their significant contributions that ensured successful completion of this contract:

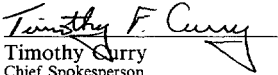
OFT
Joseph Donaghy
William Rossey
Gail Johnson
Robert McGurrian

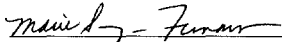
DODDS
William Sullens
Michael Long
Gilbert Espinosa
Ira Scheier
Mary Davis
Marian Manlove

In witness thereof, the Parties have executed this Agreement.


OFT

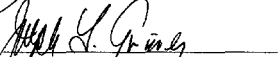
Ernest J. Lehmann
Chief Spokesperson
Union Negotiating Committee

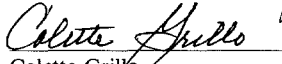
DODDS

Timothy Curry
Chief Spokesperson
Management Negotiating Committee

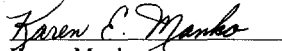

Marie Sainz-Funaro


Arnold Goldstein


Melora Cann


Joseph Grimes


Colette Grillo


Karen Manko

The effective date of this contract is June 23, 1994.

Approved:

In accordance with 5 USC 7114 (c), this Agreement is approved for Department of Defense Dependents Schools on this date

John L. Stremple, Ph.D.
Director

11. Summarize any special circumstances which you feel need to be considered in any reassignment:

...

Signature

Date

* Alternative Choices, # 's 6 and 7, will be used as "alternatives" only in the event that an offer cannot be made by May 1st of current SY.

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