

United States of America

BEFORE THE FEDERAL SERVICE IMPASSES PANEL

In the Matter of

US DEPARTMENT OF DEFENSE EDUCATION
ACTIVITY

And

FEDERAL EDUCATION ASSOCIATION

Case No. 20 FSIP 042

DECISION AND ORDER

This case, filed by the U.S. Department of Defense Education Activity (DODEA or Agency), concerns a dispute over the parties' successor collective-bargaining agreement (CBA) between it and the Federal Education Association (FEA or Union). This dispute was filed pursuant to §7119 of the Federal Service Labor-Management Relations Statute (the Statute). The Federal Service Impasses Panel (Panel or FSIP) asserted jurisdiction over this dispute and directed the matter to be resolved in the manner discussed below.

DODEA is the umbrella organization under the Department of Defense (DOD) that unites efforts to provide quality educational opportunities and services to military dependents around the globe. DODEA operates 163 schools within 3 regions in 8 districts located in 11 foreign countries, 7 states and 2 territories. All schools within DODEA are fully accredited by U.S. accreditation agencies. DODEA, as one of only 2 Federally-operated school systems, is responsible for planning, directing, coordinating, and managing pre-kindergarten through 12th grade educational programs on behalf of the Department of Defense. DODEA employs approximately 14,000 employees who serve more than 71,000 children of active duty military and DOD civilian families.

FEA is the labor organization who is the exclusive representative for a bargaining unit composed of all non-supervisory professional school level personnel, including Not-to-Exceed (NTE) employees, employed by the Department of Defense Dependents Schools but excluding DODEA's Europe South (Bahrain, Italy, Spain and Turkey), all nonprofessional employees, educational aides, substitute teachers, management

officials, supervisors and other employees otherwise excluded by the Statute. FEA is an affiliate of the National Education Association (NEA).

BARGAINING AND PROCEDURAL HISTORY

The parties are covered by a 1989 CBA that continues to roll over until the parties enter into a new agreement. On July 15, 2013, the Agency notified the Union that it would be opening up the 1989-CBA for modification. On February 19, 2019, after 5 and a half years of ground rules negotiations, the Panel issued a decision imposing ground rules (Case No.19 FSIP 001). The ground rules imposed by the Panel established a process and timeframe for negotiations to proceed: an initial 6-week face-to-face bargaining session; followed by a potential 12 additional weeks of bargaining based upon the number of articles opened. At the conclusion of the 18 weeks, either Party had the option of extending negotiations by up to one week. The Panel also imposed a 30-day period for mediation, unless otherwise directed by FMCS.

Face-to-face negotiations began on June 17, 2019. The 19 weeks of bargaining concluded on December 20, 2019. At the request of the Parties, the FMCS mediator attended bargaining on September 26, 2019, September 30, 2019 and October 2, 2019. Further, in accordance with the ground rules, the Parties participated in mediation for 30 calendar days, plus an additional 2 weeks. That mediation began on January 6, 2020 and concluded January 17, 2020. Two more weeks of mediation occurred from January 27, 2020 through February 5, 2020, completing the 30-day requirement. Two additional weeks of mediation took place from February 18, 2020 through February 28, 2020, after which the mediator released the Parties to the Panel. During the 25 weeks of negotiations, the Parties tentatively agreed to 30 articles, combined 9 articles into other articles and 2 articles were withdrawn.

In April 2020, the Agency filed a request for Panel assistance in resolving the bargaining over 19 articles (99 separate provisions) in the parties' successor CBA. The Panel determined that the parties had extensive negotiation and mediation, and the parties had reached the point in negotiations where voluntary settlement efforts had concluded. The Panel determined, under 5 C.F.R. Section 2471.6 (a) (1) and (2) of its regulations, to decline jurisdiction over 16 provisions and part of 1 provision, and to assert jurisdiction over the remaining 82 provisions and part of 1 provision (within 18 articles¹). The Panel ordered the parties to resolve the impasse through a Written Submissions procedure.

PARTIES ARGUMENTS AND PANEL DECISIONS

At impasse are provisions within 18 articles; 83 separate provisions. See the attached Side-by-Side for the proposals at impasse and the Panel's Ordered Language.

¹ Remaining 18 Articles – 2; 5; 11; 12; 13; 14; 16; 21; 25; 27; 35; 44; 45; 46; 47; 48; 59 (U)/53 (A); and 58.

- Article 1, Section 1 (A) – Relationship to Laws and Government-Wide Regulations

Section 1 addresses the impact of government-wide laws, rules and regulations on the terms of the CBA. In accordance with 5 USC 7114, the CBA is "subject to the provisions of this chapter and any other applicable law, rule, or regulation." In other words, the terms of the CBA must be executed consistent with the Statute or applicable law, government-wide rule, or regulation. The Agency's proposal in the first paragraph adds "existing or future" laws. The parties agree that the proposed language is a distinction without a difference; it changes nothing in terms of the parties' understanding of the application of laws on the CBA. As the additional language changes nothing from the former CBA, the Panel declines to order the additional language proposed by the Agency.

The next paragraph addresses the impact of current regulations and directives that are NOT government-wide. Those non-government-wide regulations and directives (i.e., agency-developed and issued regulations and agency-developed and issued directives) would not have automatically trumped the terms of the prior CBA, but may have been subject to negotiations before they were implemented under the prior CBA. The Agency's proposed language to the second paragraph would provide that where there is no conflict with the new CBA, then the current regulations or directives would continue to be in effect. The Union has not agreed to this proposal, arguing that such proposal would force the Union to waive its right to bargaining over negotiable changes under Section 7117. The Agency did not provide a listing of current regulations and directives they intend to apply to the new CBA; nor did the Agency provide any bargaining history around those regulations and directives. The Panel agrees that it is efficient to have terms that are unimpacted by the terms of the new CBA to continue. However, without specific reporting on the regulations and directives and their bargaining history, the Panel will not impose terms where the parties had not reached agreement or a meeting of the minds. The Panel orders the parties to adopt a modified version of the Agency's language: Where there is no conflict with the new CBA and the parties had reached agreement in the prior CBA, such non-government wide regulations and directives pertaining to personnel policies or practices or other general conditions of employment will apply.

- Article 1, Section 1 (E) – Relationship to Laws and Government-Wide Regulations

This section addresses the Union's entitlement to information. 5 USC 7114 (b)(4) requires agencies to provide information to a union upon request when the requested information is "necessary for full and proper discussion, understanding, and negotiation" of collective bargaining issues. When requesting information from an agency, unions must show a "particularized need" for that information; the union must articulate why the information is needed, how the information will be used, and how the requested information connects to the union's representational duties. *Internal Revenue*

Service, Kansas City, Mo., 50 FLRA 661 (FLRA 1995). Once the union establishes "particularized need," the agency commits an unfair labor practice if it denies the request, unless the agency can adequately justify not disclosing the information or prove the disclosure is prohibited by law.

The Agency has proposed adding language to the CBA that reflects that the request for the information must include support for the particularized need. As the "particularized need" standard comes from FLRA case law interpreting 5 USC 7114 (b)(4), and has remained in place since 1995, the Panel orders the parties to adopt the reference to the standard; the parties will adopt the Agency's proposal.

- Article 1, Section 2 - Association

DOD employees serving as labor organization representatives are authorized under the DOD regulations normal TDY travel and transportation allowances when traveling to attend labor-management meetings that are certified to be in the Government's interest. A labor organization representative is a DOD employee specifically designated by a labor organization to represent the organization in dealing with management. In accordance with the DOD travel regulations, DOD travelers must use the DOD Travel System (DTS) to process travel authorizations and vouchers for TDY travel and local travel. In accordance with the DOD instruction, a traveler must use the DTS to the maximum extent possible to arrange all in route transportation, rental cars, commercial lodging, and Government quarters when the DTS's functionality is available.

The parties are in dispute over the Union's use of permissive travel orders to obtain reduced travel rates when conducting representational responsibilities. Permissive TDY is TDY at no cost to the Government. For that reason, authorizations and vouchers in DTS for permissive travel allow no payments to the traveler. While both parties provide that the Agency may provide permissive orders to Union representatives travel to conduct representation functions, the Agency proposes that the permissive orders shall not be used to obtain reduced rates, thereby reducing the Union's expenses. The Union representatives are also DOD employees that are required to use the DTS to book travel. The use of the system provides access for DOD employees to discounted travel, in this case, at no cost to the government, but travel that is deemed to be in the government's interest. If eligible for discounted travel, the traveler should not be prohibited from benefitting from that eligibility. The Panel orders the parties to adopt the Union's proposal.

- Article 2, Section 3 (B) – Employee Rights

Section 3 addresses a bargaining unit employee's right to see their Union representative during the work day. Under the Union's proposal, the employee would be permitted to seek union assistance any time they are not otherwise involved in instructional duties. The Agency did not agree with the language because there are any number of other duties, besides instructional duties, that may take precedence over

approved time to meet with a Union representative. The Agency's language simply states that the employee can meet, on official time, with the Union representative when approved in advance. The Union argues that the Agency's language limits the employee's right to meet with the Union representative during non-duty time. The Agency makes it clear in their rebuttal that their language does not apply to or restrict non-duty time. The Panel orders the parties to adopt the Agency's proposal.

- Article 2, Section 3 (C) – Personnel Files

With regard to subsection 3 (C)(1), the parties are in dispute over the notification to the employee of the files that are being retained regarding the employee. The Union has proposed that subject to the Privacy Act restrictions, employees are to be informed of all files retained on them. The Agency has essentially proposed the same language that is in the prior CBA. The Agency argues that this additional notification requirement is burdensome and unnecessary. The Union provided no justification or explanation for their proposal. The Panel orders the parties to adopt the Agency's proposal.

With regard to subsection 3 (C) (2), the parties disagree over the language that requires that any adverse material on an employee in a "supervisory file" must be acknowledged by the employee. While the parties agree that the material will be shown to the employee and the employee will have an opportunity to attach a response to the material, the Agency seeks to remove language that is in the prior contract, creating the additional step of the employee acknowledging the material. The Agency presented no evidence to support its argument that the long-standing requirement is burdensome. The Panel orders the parties to maintain the prior CBA language without modification.

With regard to subsection 3 (C) (3), the parties disagree over the use of prior admonishments, letters of caution, warnings, reprimand, and similar disciplinary actions. The Union proposes a 1-year time frame before that prior discipline can no longer be relied upon. The Agency proposes a 2-year time frame. The Agency seeks the longer period because these employees generally work 9 months out of the year, creating an even shorter period that the Agency would be able to rely on the prior actions. Also, the Agency seeks consistency with other bargaining units across the Agency. The Panel orders the parties to adopt the Agency's proposal.

- Article 2, Section 3(D) – Employee Rights

Section 3(D), addresses Leave and Earning Statements (LES). The LES provides specific information to an employee regarding their pay and deductions. The Agency lost an arbitration case in 2003. In that case, the Union alleged that the agency failed to pay employees correctly and failed to provide documentation showing that correct payments had been made for back pay, interest on back pay, Thrift Savings Plan matching funds, and lost earnings. Arbitrator Daniel F. Brent sustained the grievance. The Arbitrator acknowledged that the multiplicity of deductions and computations routinely necessary to pay a bargaining unit teacher in an overseas situation is complex. Nevertheless, the Arbitrator found that there was an unacceptable

pattern of persistent and systemic failure to provide employees timely and accurate payment and explanation of payment. The Arbitrator ordered the Agency to modify its computer programs and other procedures so that bargaining unit employees would receive with every payment a clear, fully understandable explanation of what was included in the payment². The Agency filed an exception to the Arbitration decision with the FLRA (Case No. 60 FLRA No. 8), challenging the ordered remedy. The Agency requested that the Authority set aside the portion of the Arbitrator's remedy that requires the Agency to "create or modify its computer programs or other procedures by which bargaining unit employees are paid so that all bargaining unit employees receive with every payment a clear, fully understandable explanation of what is included". The FLRA denied the Agency's request to set the order aside.

The Agency has now proposed additional language to the CBA to address the 2003 arbitration order of Arbitrator Brent. The Agency has proposed that the LES, which employees receive bi-weekly, will be sufficient to provide employees the information necessary to monitor their pay; will meet the obligation to provide employees with a clear, fully understandable explanation of how each pay check was calculated. The Union argues that the Panel should not adopt this language because it would overturn the legal requirement for clarity, as interpreted by Arbitrator Brent and upheld by the FLRA.

The Arbitrator could have ruled in the 2003 case that the LES was sufficient to meet the information requirement for employees, but he did not. Instead, the Arbitrator ordered the Agency to create or modify its computer programs so that all bargaining unit employees receive with every payment a clear, fully understandable explanation of what is included. The Agency provided no explanation on how the LES, which was in place in 2003 when the arbitration decision was decided, now meets the need. The Agency was given tremendous latitude in 2003 to determine how they would meet the Arbitrator's notification requirement. Since 2003, the Agency could have built its case of sufficiency for the LES serving as the notice. The Agency has failed to make that demonstration before this Panel. The Panel orders the Union's language for Section 3(D).

² DODDS or DFAS or some other entity of the Department of Defense shall create or modify its computer programs or other procedures by which bargaining unit employees are paid so that all bargaining unit employees receive with every payment a clear, fully understandable explanation of what is included. For example, the nature of the payment, the period represented by the payment, the date of the document submitted for payment, the actual exchange rate of foreign currency upon which the payment was predicated, and the number of units (for example, days or hours) times the applicable rate, whether interest is included, the period covered by the interest, the rate of interest, and the arithmetic computing the interest must be shown for each item. Regardless of the mode of compliance selected by DODDS, such compliance shall be achieved and documented for all bargaining unit employees Agency-wide within a reasonable interval. Arbitrator Award at p. 5-6.

- Article 2, Section 3 (H) – Employee Rights

The parties disagree over whether employees should be paid over the course of 21(+)³ pay periods (from the first duty day of school to the last duty day of school) or over 26 pay periods (the full calendar year). According to the DOD Teachers Pay Policy, DOD 7000.14-R (2011), an educator's school-year consists of 190 duty days⁴. In most overseas locations, these duty days fall on days during the normal workweek (i.e., Monday through Friday). An educator, however, does not work every Monday through Friday during the school year because of nonduty days during recess periods (i.e., Thanksgiving, winter and spring recess; federal holidays; and certain host-nation holidays). As a result, the school-year normally runs 213 days, Monday through Friday, between the educator's first and last duty day of the school-year. As the 190 duty days are spread throughout the 213 days, if the employee was simply paid for the duty days worked in any given 2-week pay period, their pay check would fluctuate from week to week. To eliminate that fluctuation, the DOD policy offers the following compensation schemes: 190-Rate⁵, 213-Rate⁶, or the 260-Rate⁷.

The Agency has proposed the employees be paid during the 21 pay periods that the employees are in duty status. The Agency offers this proposal consistent with the DOD Regulations 7000.14-R and DoDEA Regulation 1400.13, which provides for employees who work 190 days to be paid normally over 21 pay periods. The Agency also proposes that an employee who has a non-pay status day during that 21-pay period would be deducted at a daily rate of 1/190th of the school year salary.

The Union proposes that the employees would have the option of receiving compensation over 21 pay periods or over 26 pay periods. The Union also relies on the DOD Regulation 7000.14-R, which provides that educators may have the option to elect between the number of bi-weekly pay periods. The Union also argues that employees that receive compensation over 21 pay periods do not receive a salary over the summer when they are not working, creating a financial hardship for some. The 26-pay period option allows the employee, at their choosing, to spread their earned salary over the

³ 213 days is 21 full pay periods plus 3 additional days, Monday – Friday, between the first and last duty day of the school year; 190 duty days.

⁴ The bargaining unit consists of non-supervisory professional school level personnel. The salary schedules for most, if not all of those positions in the bargaining unit, are based upon 190 duty days. Some positions (e.g., Instructional Systems Specialists) is based upon 222 duty days.

⁵ "190-Rate" – The number of duty days in the school-year is 190. The rate is the school-year salary divided by 190.

⁶ "213-Rate" - For most school years, the school-year days will total 213 or 214 days, depending on the calendar year. School-year days equal the total number of days (Monday through Friday) falling within an educator's first through last duty day during the school-year. School-year days include 190 duty days, as well as all other nonwork recess days that occur on Monday through Friday during the regular school-year. Nonwork recess days include federal holidays (e.g., Labor Day) and school recess days (e.g., spring recess) when educators are not normally scheduled to work. The number of school-year days is used to determine an educator's school-year rate, or "213-Rate." The school-year rate is the daily rate used to provide a uniform payment for each biweekly pay period. The school-year rate is multiplied by 10 days in order to determine the educator's biweekly basic pay amount.

⁷ "260-Rate" - Biweekly payments over 260 or 261 days will have the school-year rate determined by dividing the school-year salary by 260 or 261 days.

whole year, to avoid financial hardship over not receiving a salary over the summer. This option has been available in this unit for years due to an MOU between the parties. Despite having these options in place for many years, the Agency argues that the 26-pay period option creates an administrative burden on the Agency, causing over payments and debts.

The DODEA regulations provide for calculations based upon the 21-pay period option. For clarity and consistency across DODEA's bargaining units, the Panel orders the Agency's language, providing for a 21-pay period schedule.

- Article 2, Section 4 (B) – Management Rights

Section 7106 (b) (1) of the Statute gives discretion for management, at its election, to exercise certain rights in several important areas: 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. Section (b)(2) and (b)(3) addresses other authorities that are subject to negotiations.

Both proposals mention the topics under Sections (b)(2) and (b)(3). However, the Union's proposal includes the matter under Section (b)(1). The Agency's proposal does not commit in the CBA to bargaining over those matters. The Panel orders the parties to cite the full section of 7106 (b)(1), (b)(2), and (b)(3). However, the section will be modified to allow the Agency to choose if they want to bargain over the permissive subjects. The Panel has repeatedly determined that it will not force parties to waive their statutory rights.

- Article 2, Section 4 (C) – Management Rights

The Agency offers language that states the term "days" in the contract is meant to mean "calendar days" unless otherwise stated. This is a catch-all in case the parties failed to define the term throughout the CBA. The Agency provided no examples and specific referenced where this "catch-all" definition would apply. Without any specific reference, the Panel is unable to assess the impact of the proposal throughout the CBA. The Panel declines to order the inclusion of that proposal by the Agency.

- Article 5, Section 1 – Official Time Article Coverage

The Union advised the Panel that the Union's proposals are generally the prior CBA language, with a few modifications based on 5 U.S.C. 7131(d). The Agency's proposals were derived almost exclusively from Executive Order 13837 – "Ensuring Transparency, Accountability, and Efficiency in Taxpayer Funded Union Time Use." This bargaining unit is unique from most in the federal government because of the geographic locations of the employees. There are no schools within the Continental United States covered by this CBA. The overseas schools are spread over 6 different countries in Asia and Europe. In addition to providing representation at the school-level, the Union also engages with Agency representatives at the District level, the Area Level

(one in the Pacific and one in Europe), and at the Headquarters level in Alexandria, VA. With all of these representational activities through the world, the Union argues that many of the Agency's proposals based upon the E.O. 13837, are not appropriate in this bargaining unit. The parties disagree on the opening coverage language in Section 1. The Panel orders the parties to adopt modified, more generic language that simply states that the article applies to the amount and procedures for granting official time for Union representatives and for employees.

- Article 5, Section 2 – Official Time Bank

The Union's proposal envisions "business as usual" in terms of how and where the representatives engage with the Agency representatives. For example, the Union proposes that the Agency grant official time to the elected school Faculty Representative Spokesperson (FRS) in almost every school (i.e., 92 educators), which will cost approximately \$859,375 per school year. Additionally, the Union proposes that 9 representatives serve at 50% or 100% of their time performing representational activity; at the cost of almost \$1.3M per year. The Union proposes that the Agency pay to relocate the elected Union President to Washington, DC to serve as a full time Union representative.

The Agency proposes a bank of official time, that would be readjusted each year. To start, that bank would be calculated at 1-hour per bargaining unit employee. The bank would include official time for the Union representatives, as well as official time for front line employees to use official time (which would be out of the control of the Union). The Agency also proposes an individual cap of 25% for each representative using official time. All of these proposals are offered in the spirit of Executive Order 13837. The Panel orders the parties to adopt the Agency's language, as the most responsible solution.

- Article 5, Section 3 – Official Time Representative

The Union proposes the prior CBA, with modifications for official time granted for above-school level representation. Under this section, the Union designates representatives at various levels (e.g., district, area, national) to perform representational activities and to engage with management. The Agency has no counter because under their proposal in Section 2, the Union would be free to designate their representatives as they see fit, within the limits of the official time bank and the 25% individual cap. As the Panel has ordered the Agency's Section 2, the Panel does not order the parties to adopt the Union's Section 3, as it would be unnecessary.

- Article 5, Section 3 – Official Time Procedures

The Agency proposes a procedure for requesting and approving official time in advance. The Union does not offer a procedure, other than to indicate a willingness to use a form in the CBA for reporting time used. The Panel has determined in other

cases that it is reasonable to expect the official time to be approved in advance, in order for management to have accountability for the employees. The Panel orders the parties to adopt the Agency's proposed procedures.

- Article 5, Section 4 – Official time Accounting

As background, on June 17, 2002, the Director of the Office of Personnel Management (OPM) issued a memorandum to agency and department heads describing her expectations when it comes to granting and using official time. She emphasized that labor and management are equally accountable to the taxpayer and have a shared responsibility to ensure that official time is authorized and used appropriately. The Director also instructed each agency and department to report to OPM by the end of each fiscal year on the number of hours of official time used by employees to perform representational activities. The first such report was due by October 31, 2002, covering FY 2002. In turn, OPM consolidates the official time reports from departments and agencies and posts the report on its website for the public.

OPM determined that agencies would report their official time in 4 categories:

- Term Negotiations—time used by union representatives to prepare for and negotiate a basic collective bargaining agreement or its successor.
- Mid-Term Negotiations—time used to bargain over issues raised during the life of a term agreement.
- Dispute Resolution—time used to file and process grievances up to and including arbitrations and to process appeals of bargaining unit employees to the various administrative agencies such as the Merit Systems Protection Board (MSPB), the FLRA and the Equal Employment Opportunity Commission (EEOC) and, as necessary, to the courts.
- General Labor-Management Relations—time used for activities not included in the above three categories. Examples of such activities include: meetings between labor and management officials to discuss general conditions of employment, labor-management committee meetings, labor relations training for union representatives, lobbying Congress concerning pending or desired legislation (unless it is otherwise prohibited under law), and union participation in formal meetings and investigative interviews.

The Agency's proposal is an attempt to capture the OPM reporting categories by requiring employees and Union representatives using official time to report their use of official time on their time sheet using 4 designated codes:

- * BA- Term negotiations
- * BB- Mid-term negotiations

- * BD- General labor management relations
- * BK- Dispute Resolution proceedings before the FLRA

The Union argues that because the time is requested and approved in advance by management, the Agency should be responsible for accounting for the official time reported to OPM. Additionally, while there are only 4 codes to consider, with generic descriptions, the Union believes the user may not understand which code to use and there may be errors. The Panel orders the parties to adopt the Agency's proposal.

- Article 5, Section 6 – Union President in Pay Status During Summer

The Union proposed that the Union President may request to be placed on official time in a pay status for up to twenty (20) days during the summer break to perform representational duties for the Union. The Agency has no corresponding proposal in part because the Union President is not in duty status over the summer break and would not otherwise be entitled to use official time while in a non-pay status. Adopting the Union's proposal would require the Agency to agree to put the Union President in duty status for up to 20 additional paid days beyond the 190 days used to calculate their annual salary; resulting in additional pay.

Under 7131 (a), Official Time is time granted to an employee by the agency to perform representational functions under 5 U.S.C. Chapter 71 when the employee would otherwise be in a duty status. The Statute does not grant official time for the performance of representational functions when not otherwise in duty status. The Union's proposal would require the Agency to place the employee in a duty status, so that they can then be paid additional pay for the representational work performed. There have been a number of cases⁸ throughout the government, challenging the entitlement to overtime pay for representational activity. The Panel will not order the parties to adopt the Union's Section 6, as it would result in the Union President being granted additional pay over their salary, it would lead to litigation over the decision to grant the request, and it would lead to litigation over the entitlement to pay under the Fair Labor Standards Act.

- Article 5, Section 7 – Official Time for Travel of Representatives

The Union has proposed that when travel is required to meet with an Agency official, the Union representative on official time will receive government travel orders and the Union's representative's travel expenses will be paid in accordance with the government travel regulations (Joint Travel regulations – JTR). Section 031701 of the JTR provides the Agency authority to pay for the travel of a civilian employee who serves as a labor organization representative and travels to attend labor-management meetings that are certified to be in the Government's primary interest. Under the JTR, a labor organization representative is authorized the standard travel and transportation

⁸ See, NTEU v. Gregg, No. 83-546 (D.D.C. Sept. 28, 1983), and other cases applying the courts analysis.

allowances that are found in the JTR, as long as they can attest that the labor-management meetings are in the Government's best interest.

The Agency does not argue that the expense is not appropriate under the JTR, or that the meetings are not in the Agency's best interest; both requirements to qualify for the funding. The Agency argues that the Union should be required to pay for its own travel expenses because they are flush with money; they have an exceptional amount of money in the Union's financial accounts (per the 2019 DOL, LM-2 form filing). The Union responded that the assets referenced in the LM-2 form belong to the Union's parent organization, not the local Union. The Panel will not order the parties to adopt the Union's proposal.

- Article 5, Section 8 - Union Training

The Union's proposal is the prior CBA language, which provides for Union training on the new CBA. Under the proposal, during the first year after this CBA goes into effect, each member of the Union's negotiation team would be authorized thirty (30) days of official time to conduct training for every bargaining unit employee. The proposal would allow for 170 Union representatives to have 2 days of training (including travel to the location of the Union's choosing) under the new CBA, each year. The Agency estimates that the cost would equate to \$223K annually for each year the CBA is in effect. The Agency disagrees that the Agency should have to provide for that paid time and travel. The Agency argues that the Union is flush with money and should pay their representatives to participate in this Union-training. The Union provided no justification or response to the Agency's argument regarding the Union-training. The Panel will not order the parties to adopt the Union's proposal.

- Article 5 - Official Time Request Form

Both parties offer a request form to be included in the CBA. The Union proposes to use the form that is in the prior CBA. The Union's form does not address the new time and attendance codes that will be required; does not provide a supervisor with the necessary information to make an informed determination regarding the request in advance; and the form does not ensure the supervisor's consideration of the availability of time in the official time bank and the Union representative's individual cap.

The Agency's PDF is more appropriate. It flows from the procedures ordered in the Article and supports the information the supervisor will need to make an informed determination on the request. The Panel orders the parties to adopt the Agency's PDF form.

- Article 11, Section 5 Reduction in Force (RIF), Competitive Area

RIF, an acronym for reduction in force, refers to the process of eliminating one or more positions in an effort to terminate or reduce the size of an organizational component. Although management retains the right to determine whether to conduct a

RIF, a host of issues related to the procedures and arrangements connected with implementation of its decision to conduct a RIF are negotiable. A "competitive area" is a grouping of employees within an agency, according to their geographical or organizational location, who compete for job retention when a particular position is abolished or some other adverse action constituting a RIF is imposed. The broader the competitive area in a RIF, the broader the scope of competition within a competitive level and the better the potential for assignment rights to other positions. Generally, unions seek a broader competitive area, maximizing the opportunities for a more senior impacted employee to find placement out of harm's way. Generally, agencies seek a narrower competitive area, to minimize the cost of relocating employees to other positions and to minimize the number of employees impacted by the movement of employees in positions being eliminated.

As background, in 1992, the parties came before the Panel regarding the definition of the competitive area. 92 FSIP 247 (4/8/93). The Panel rejected both parties' proposals. In that case, the Union proposed that the competitive area would be the entire Agency. The Panel determined that the adoption of a single competitive area would have a negative impact on educational programs, as many communities and schools throughout the entire competitive area would be affected by the downsizing or closure of any DOD school. Moreover, a single competitive area would be extremely difficult to administer since military drawdowns or base closures involving different branches of the armed services in different areas of the world could lead to overlapping school closures or RIFs.

The Agency proposed that the competitive areas would be separated by each school, district office, and regional Office. The Agency argued in 92 FSIP 247 that establishing each school, district office, and regional office as a separate competitive area is the most efficient way for DOD to respond to continuing worldwide military draw downs. That Panel determined that that Agency's proposal was inconsistent with Department of Defense (DOD) Directive 1400.13, which requires that competitive areas be established to permit "adequate competition" among educators. The Panel determined that senior employees, especially those in "unique" positions such as guidance counselor and media specialist, could be separated, with junior employees in the same occupation being retained elsewhere. Given that many of the DOD schools have less than 50 faculty members, adoption of the Agency's plan could result in employees with many years of service being separated without an opportunity to compete for job retention. The Panel determined that result was contrary to the DOD directive and afforded inadequate deference to the widely accepted principle of labor-management relations which favors the retention of senior employees during periods of reduced operations. The Panel ordered that the competitive areas be established on a district-wide basis; allowing for adequate competition among teachers while keeping manageable the overall cost to the Employer for their relocation.

In 1992, DODEA operated approximately 224 schools in 19 countries. Today, DODEA operates 163 schools, in 3 regions, in 8 districts located in 11 foreign countries, 7 states and 2 territories. In this case, the Union has proposed that the competitive

area essentially be defined by region: Pacific portion (which covers approximately 40 schools) or the Europe portion (which covers about 50 schools); two competitive areas within the Agency; slightly broader than their offering in 92 FSIP 247. The Union argues that their proposal allows for fairness. However, the Union fails to demonstrate how their broad proposal addresses or mitigates the concerns raised by the Panel in 92 FSIP 247 - many communities and schools throughout the entire competitive area would be affected by any RIF action throughout the area.

In this case, the Agency has proposed the competitive area to be defined as a local school system located on a military installation; either a single installation or complex within the same commuting area (up to 163 separate competitive areas); similar to the Agency's proposal in 92 FSIP 247⁹. The Agency argues that this more limited competitive area is consistent with other agreements with other similar bargaining units across DODEA. The Agency also argues that the proposed area is administratively manageable. However, the Agency fails to address or mitigate the concerns raised by the Panel in 92 FSIP 247 – the competitive areas established must permit "adequate competition" among educators.

Neither party demonstrated that their proposal addresses the concerns raised by the prior Panel. Additionally, neither party addressed why the prior CBA language, ordered by a prior Panel, needs to be changed. The Panel orders the Parties to maintain the competitive area as defined in the prior CBA language – all employees in the district.

- Article 11, Section 7 – RIF, Retentions Register

Within each competitive area, the Agency groups interchangeable positions into "Competitive Levels." Each competitive level includes positions with the same grade, classification series, and official tour of duty (e.g., full-time, part-time, seasonal, or intermittent). All positions in a competitive level have interchangeable qualifications, duties, and responsibilities. After grouping interchangeable positions into competitive levels, the Agency applies retention factors in establishing separate "Retention Registers" for each competitive level that may be involved in the RIF. The factors are: rating of record; tenure group; average score; veterans' preference; and length of DoD service (SCD).

Both parties recognize that the RIF procedures should be effectuated consistent with the requirements of 10 U.S.C. 1597, which establishes guidelines for the reduction of civilian positions. Included in that guideline is a determination under Section (e) that reductions shall be primarily on the basis of performance as determined under the performance management system. However, each parties' proposal addresses performance differently.

⁹ Agency's proposed in 97 FSIP 247 – Each school, District Superintendent Office [DSO], Regional Office, the Office of Dependents Schools shall be in a separate competitive area, except when more than one school is tenant on a military installation or sub-installation.

Under the Union's proposal, the parties would only consider the latest performance appraisal rating of record. The Union proposes that no performance appraisal rating of record issued prior to the effective date of this CBA would be used in determining the retention registry standing. The Union is concerned that as the parties have set up a new performance appraisal system under this CBA, that performance ratings will likely be different under the new system and only performance under this new system should be considered. However, the Agency notes that the appraisal system has been effective since May 2018. The employees have been under the "new" system for 2 years.

The Agency's proposal is the current practice and is consistent with the DOD procedures established in January 2017. The Agency proposes that ranking will be determined by periods of assessed performance as a primary factor: 1) Employees with a period of assessed performance of less than twelve (12) months and, 2) Employees with a period of assessed performance of twelve (12) months or more. Separating the senior employees from employees who have had less than 12 months of service to even receive a full year assessment.

The Union's proposal is based upon concerns over the performance appraisal system that has been in place since 2018. However, the Union failed to demonstrate how the performance appraisal system has created an adverse impact on appraisals. Additionally, the Union failed to demonstrate how the current retention practice has failed since implementation in 2017. The Panel orders the parties to adopt the Agency's proposal.

- Article 12, Section 2 (C) - Negotiated Grievance Procedure, Exceptions

The parties disagree over the matters that will be excluded from the negotiated grievance procedure. The scope of the grievance procedure, meaning the types of matters considered, is fully negotiable. The party moving to exclude matters from the negotiated grievance procedure should be prepared to establish persuasively the reasonableness of the exclusion narrowing the scope because Congress has expressed a preference for "broad scope" grievance procedures. (*AFGE Local 225 v. FLRA*, 712 F. 2d 640 (D.C. Cir 1983)). See also, (*Pension Benefit Guarantee Corporation*, 59 FLRA 937 (FLRA 2004)).

The Agency proposes to exclude: (1) Section 2 (C)(6) - final decisions regarding adverse actions; (2) Section 2 (C)(9) - non-selection for promotion or transfer from lists of properly ranked eligible termination of a temporary appointment; (3) Section 2 (C)(11) - granting or failing to grant incentive pay or the amount of the incentive pay (including cash awards, and recruitment, retention or relocation payments); (4) Section 2 (C)(12) - alleged violations of law, rule, or regulation for which options for redress are otherwise provided in statute or Government- wide regulations (e.g., EEO, adverse actions, debt collections, etc.); (5) Section 2 (C)(13) - anticipatory grievances (e.g., "Goodbye" grievances); and (6) Section 2 (C)(14) - performance ratings.

The Agency argues that it is better to exclude matters (i.e., (6) and (12)) from the negotiated grievance procedure when the employees have alternative avenues of redress to expert adjudicators. The Agency argues that some of the matters (e.g., adverse actions) are otherwise appealable to the Merit Systems Protection Board (MSPB), the Equal Employment Opportunity Commission (EEOC), and the Office of Special Counsel (OSC). The Agency argues that appeals to those administrative law judges with the proper foundational knowledge to adjudicate those actions would allow for a timely resolution and lead to more even results than to arbitrators. The Agency provided no support to their concerns regarding timely resolution. The Agency offered discussion regarding a recent arbitration decision were the arbitrator determined that the Agency committed an error when removing a teacher, therefore, ordering reinstatement. However, the Arbitrator also determined that the teacher had some level of culpability in the removal, therefore, the arbitrator ordered no back pay. The Agency offered various arbitrator decisions to demonstrate that arbitrators can produce: uneven results; poorly reasoned decisions; and confusion over precedent that should be followed. The Union notes that if the Agency disagrees with an arbitrator's decision, the recourse for some cases is to file exceptions to the decision with the FLRA. The Agency did not identify any decision of concern where they filed exception with the FLRA. Additionally, the decisions of Administrative Law Judges can also be varied and delayed due to backlogs in outside agencies.

Regarding the exclusion of the decision to grant incentive pay (i.e., (11)), the Agency offered that exclusion in light of E.O. 13839, "Promoting Accountability and Streamlining Removal Procedures Consistent with Merit Systems Principles", which provides in Section 4(a)(ii) that Agencies shall exclude from the negotiated grievance procedure: incentive pay; cash awards; quality step increases; and recruitment, retention and relocation payments. Besides referencing the E.O. 13839, the Agency offered no argument to support its proposed exclusion. The Union notes that in the Agency's submission to the Panel, the Agency acknowledged, that while incentive pay has been grievable under the CBA, "there have been no known grievances on this topic over the past several years".

Regarding "Goodbye" grievances (i.e., 13), the Agency proposed exclusion because at the end of the school year, the Union sends out a reminder, encouraging departing members to file a Goodbye Grievance, furnishing templates for doing so. The purpose of these grievances is to preserve the Union's right to represent the employee after their separation (when errors and violations are discovered). Over 100 "Goodbye" grievances are filed each year, burdening Agency resources. The parties litigated the appropriateness of a "Goodbye" grievances, in an arbitration before Arbitrator Sands in 2009. The Union instituted the practice of securing the grievance documentation at the end of the school year for employees who were retiring or for individuals who would be leaving the bargaining unit and, therefore, would no longer have access to the grievance procedure. To protect their rights to relief on continuing pay violations, grievances on their way out the door was their only alternative. Arbitrator Sands wrote, "based on the record, as well as my long involvement with these parties, I find that FEA's Goodbye Grievance strategy is both necessary and consistent with the parties'

contract and relevant authority to preserve the rights of employees before they leave service. ... Without this option, which preserves departing bargaining unit employees' claims and rights to relief, these grievants will be left with either no remedy or difficulty securing counsel to bring claims in federal court for de minimis amounts, which is tantamount to no remedy. I therefore sustain the appropriateness and timeliness of the Goodbye Grievances before me”.

Under the Statute (5 U.S.C 7103)¹⁰ and as incorporated into the CBA, a “grievance” means any complaint concerning any matter relating to the employment of the employee. While the matters in the “Goodbye” grievances may involve concerns of departing bargaining unit members, those matters are still by definition grievable, unless the Agency can demonstrate that in this setting they should be excluded. While the Agency stated over 100 “Goodbye” grievance are filed by the Union each year, as Arbitrator Sands discusses, these grievance filings are necessary and appropriate to address the continuing pay problems in this unit.

The Agency has proposed excluding performance ratings, arguing that an arbitrator should not be allowed to substitute their opinion in lieu of the supervisor’s judgment. Additionally, the Agency argues that the exclusion is consistent with E.O. 13839, which instructs agencies to exclude actions involving performance ratings. The Agency offered no examples or demonstration on how the inclusion of performance ratings in the grievance procedure has impacted the Agency and the delivery of its mission.

The Agency has failed to demonstrate persuasively the reasonableness of the proposed exclusions. Absent that demonstration, the Panel orders the parties to maintain the following matters as grievable in the current CBA:

- Section 2 (C)(6) - final decisions regarding adverse actions;
- Section 2 (C)(11) - granting or failing to grant incentive pay or the amount of the incentive pay (including cash awards, and recruitment, retention or relocation payments)
- Section 2 (C)(12) - alleged violations of law, rule, or regulation for which options for redress are otherwise provided in statute or Government- wide regulations (e.g., EEO, adverse actions, debt collections, etc.)
- Section 2 (C)(13) - anticipatory grievances (e.g., “Goodbye” grievances); and, Section 2 (C)(14) - performance ratings

¹⁰ “grievance” means any complaint—

- (A) by any employee concerning any matter relating to the employment of the employee;
- (B) by any labor organization concerning any matter relating to the employment of any employee; or
- (C) by any employee, labor organization, or agency concerning—
 - (i) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or
 - (ii) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment;

Regarding non-selection for promotion (i.e., (9)), the Agency argues that those matters have been excluded from the grievance procedure for over 30 years. The Union only offered a statement that they do not believe that issue affects employees in their bargaining unit, with no argument offered regarding the exclusion of the matter. The Panel orders the parties to maintain status quo and continue to exclude that matter from the negotiated grievance procedure.

- Article 12, Section 3 – Types of Grievances

The first issue in disagreement is individual grievances filed by an employee, without the Union's assistance. The parties agree on most of the provision, however, the Union has proposed that the Agency provide notice to the Union when such a grievance has been filed. That information will allow the Union to monitor the commitment in the CBA that any resolution of that grievance will be consistent with the CBA. The Panel orders the parties to adopt the Union's proposal.

Next, the Agency's proposal defines the four types of grievances that may be filed under the CBA: Individual grievance, Group grievance, Union grievance, and Agency grievance. The Union has not agreed to include any grievance-type definitions in the CBA, but provided no rationale for their position. The Panel orders the parties to include clear, simple definitions of grievance-types in the CBA. The Panel orders the parties to adopt the Agency's proposal, with modification for clarity. Additionally, the parties disagree over the inclusion of one grievance-type with another. Under the prior CBA, the Agency argues that the Union has re-filed Individual grievances as part of a later-filed Group or Institutional grievance. The Union believes arbitrators have supported their right to co-mingle the different types of grievances. A grievant is not entitled to receive multiple remedies to resolve the same complaint. Once the concern is resolved, it is reasonable for the Agency to expect that the matter is moot; not continuously subject of re-litigation. The Panel orders the parties to adopt language that makes it clear that once a matter is resolved (e.g., remedy granted, matter dismissed by an arbitrator, matter no longer timely or grievable), it cannot be refiled (even under a different category of grievance).

- Article 12, Section 4 – Grievance Process

The Agency offered language that they believe makes reading the procedures simpler, however, the Agency provided no explanation or discussion regarding any problems that were caused by the language in the prior CBA. The Union offered status quo language, with a few amendments arguing that changes offered by the Agency are unnecessary and repetitive. The Agency did offer a substantive change that should be adopted. The Agency added the term supervisor/"or designee". The Panel orders the parties to maintain status quo procedures, with the modification of the term supervisor/"or designee."

- Article 12, Section 5 – Grievance Process

The Agency offered language that they believe makes reading the procedures for institutional and employer grievances simpler, however, the Agency provided no explanation or discussion regarding any problems that were caused by the language in the prior CBA. The Union offered status quo language, with a few modifications. The Agency did offer a substantive change that should be adopted. The Agency amended the delivery of the answer (“furnished” instead of “electronically send”), which appears to have been agreeable to the Union. The Panel orders the parties to adopt the Union’s proposal, with the modification of the term “furnished.”

- Article 12, Section 6 – Arbitration

Section A. triggers the arbitration process. The Union proposes the language from the prior CBA. The Agency adds additional language that prohibits the grievant from raising new arguments for the first time that were not first raised and fully detailed in earlier steps of the grievance procedure. Under the Agency’s proposal, the grievant would also not be allowed to submit documents or evidence at the hearing that had not already been submitted throughout the grievance process. The Agency is seeking to avoid being ambushed in the arbitration with new arguments or new evidence. The Agency argues that if all of the arguments and documents are submitted in the earlier stages, issues may be resolved short of needing to pay for arbitration. The Union rejects this provision for several reasons, including arguing that such limitations to a hearing would be unfair under the Statute, and that the proposal will encourage the Agency to withhold adverse evidence and information in order to ensure that evidence cannot be presented for the arbitrator’s consideration.

5 U.S.C 7121 (b)(1) requires a fair and simple grievance process (which includes the final step of the grievance process, the arbitration step). Arbitrators are required to grant parties a fundamentally fair hearing: adequate notice, a hearing on the evidence, and an impartial decision by the arbitrator. (*Department of Commerce, Patent and Trademark Office, and Patent Office Professional Association*, 60 FLRA 869 (2005). The FLRA will find an arbitrator’s award deficient on the grounds that the arbitrator failed to conduct a fair hearing where the arbitrator refuses to hear or consider pertinent and material evidence, or that other actions in conducting the proceeding so prejudiced a party as to affect the fairness of the proceeding as a whole. *DHHS, National Institute of Environmental Health Sciences, National Institutes of Health, Research Triangle Park, N.C.*, 69 FLRA 286 (2016). The FLRA has determined that it is properly the function of an arbitrator to determine the relevance and materiality of documents and other evidence. *Social Security Administration*, 27 FLRA 706 (1987). With this responsibility of ensuring fairness under the Statute, the appropriateness of introducing arguments and evidence should be a matter decided by the Arbitrator. The Panel will not order the parties to adopt the Agency’s additional language.

Section B and C address the time frame for filing an invocation to arbitration. The Agency’s proposal provides for a more-timely process, allowing for the filing party

to submit its request to arbitrate either 30 days after the grievance decision was due or 30 days after receipt of the final decision, whichever is sooner. The Union's proposal would provide a 60-day timeframe to invoke arbitration. The Panel orders the parties to adopt the Agency's proposal, as modified, for Section B and C.

Sections D and P address withdrawal of the grievance if an arbitration date is not scheduled before the arbitrator within 6 months. The Agency argued that the Union will invoke arbitration and let the grievance sit dormant for 6-7 years. These delays result in challenges such as loss of witnesses and additional back pay. The Union did not address the delay in completing the grievance process or their lack of diligence in scheduling the cases. The Union did argue that cases invoked under the prior CBA should not be subject to these new scheduling rules under this CBA. The parties are free to modify the scheduling terms of those cases invoked under the prior CBA.

The scheduling of a hearing is a shared responsibility that requires cooperation of all involved: Union (in coordination with the grievant), opposing party, and arbitrator. The moving party has no control over the willingness and availability of the others. The Panel orders the parties to adopt the Agency's proposal, with modification, for Section D: allowing an exception to the scheduling deadline¹¹ where the moving party can demonstrate they exercised due diligence in attempting to schedule within the deadline. The modification to Section D also provides an opportunity for the parties to clean up outstanding cases that are pending upon the effective date of this new CBA. The scheduling deadline will apply to those cases beginning on the effective date of this CBA.

Section E and F addresses the definition of the issue for the arbitrator to resolve. The Agency proposes that where the parties cannot reach agreement on the statement of the issue, the arbitrator will decide. The Agency goes on to propose that the arbitrator would not be empowered to define the issue beyond the original grievance. Consistent with the orders above, with the responsibility of ensuring fairness under the Statute, the defining of the issue should be a matter decided by the arbitrator. Once it is determined that the parties are unable to reach agreement on the issue, the arbitrator should be free to define the issue (as well as the appropriate remedy), without artificial limits. The Panel orders the parties to adopt the Agency's proposal for Sections E and F, as modified.

Section G addresses witnesses in the hearing. As ordered above, the witness will either appear in-person for Individual or Group grievance, or they will appear via video or telephone for Institution or Agency grievances (which would be held in Washington, DC.) Because the witnesses could be many time zones away, and participating after hours or through the night, the Union's proposal would ensure that they are on duty time when asked to testify. The Agency has not agreed to put them in duty status. Asking employees to participate in a hearing after hours and through the night, without the benefit of compensation, will certainly have a chilling effect on their

¹¹ The employees of this bargaining unit work in a school setting and are generally not in duty status for several months out of the year; presenting unique challenges to availability of a grievant and witnesses.

willingness to participate. In order to ensure the availability of witnesses in the hearing, the Agency's proposal will not be adopted. The Panel orders the parties to adopt the Agency's proposal, with modification, for Section G.

In Section J, the Agency adds language in an attempt to interpret or clarify the case law regarding the effectuation of an arbitrator's decision, when that decision becomes final, and when the arbitrator becomes *functus officio*. The Agency offered no explanation on how this has been an issue for the parties. The Panel orders the parties to adopt the Union's proposal.

In Section M, the parties disagree over which of the arbitration fees will be listed. The Agency's proposal is clearer. The Panel orders the parties to adopt the Agency's proposal. Section O addresses ex parte communications with the arbitrator, and appears to reflect the current practice. The Panel orders the parties to adopt the Agency's proposal. Section Q addresses the submission of pre-hearing briefs. The Agency proposes that they not be allowed unless specific request of the arbitrator or by mutual consent of the Parties. This appears to be the current practice of the parties. The Panel orders the parties to adopt the Agency's proposal.

- Article 12, Section 7 – General Provisions

Section A. addresses the time period for the grievant to file the complaint. The Union proposes new language indicating that the time frames will be tolled when there is a school recess of more than 4 days (e.g., summer break) or when there is a government shutdown. This is the time that employees would not be in duty status or would be generally unavailable. While the parties had specific language¹² in the prior contract indicating that the time frames would not be tolled due to these same circumstances, the Union provided no demonstration where the time frames have inhibited an employee or the Union from pursuing justice. The Panel will not order the parties to adopt the Union language.

In Section 1 of the Time Period provision, as with the terms of the prior CBA, the Agency offers an extended time period (i.e., 45 days) for the filing of Institutional or Agency grievances. The Panel orders the parties to adopt that part of the Agency's Section 1.

In Section 1, the Agency also offers language that limits back pay to no earlier than the date the grievance was filed in order to limit liability for the Agency. The Back Pay Act, 5 U.S.C. 5596 and 5 CFR part 550, subpart H, authorizes the payment of back pay, interest, and reasonable attorney fees for the purpose of making an employee financially whole, when the employee is found by an appropriate authority to have been affected by an unjustified or unwarranted personnel action that resulted in the

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

withdrawal, reduction, or denial of all or part of the pay, allowances, and differentials otherwise due to the employee. Generally, a two-year statute of limitations applies to the recovery of back pay. In the case of willful violations, a three-year statute of limitations applies. However, under the Agency's proposal, if a grievant discovers, for example, that the Agency has committed a pay error, but the employee doesn't learn of the error for weeks, due to the pay check cycle, and the employee files a timely grievance a few weeks later, the employees back pay remedy would be limited to the grievance filing date, limiting their full recovery. As discussed above, an arbitrator should determine the appropriate "make whole" remedy for the employee. The Panel will not order the Agency's remedy-limiting language.

Section 3 addresses the failure to move the grievance in accordance with the timeframes for the CBA. If the grievance fails to move the grievance times, the grievance would be closed. If the Agency fails to respond to the grievance in a timely manner, the grievant is free to move the grievance to the next step of the grievance process, but is not required. The grievant should have the choice of waiting for the Agency's response, if they choose. The Panel orders the parties to adopt the Agency's proposal, with modification to clarify that the grievant can wait for the response before moving the matter on to the next step.

Section F for the Union addresses language from the prior CBA, challenges to ratings of records. While the Panel ordered above that ratings of records not be excluded from the grievance procedures, the parties had agreed in the past that certain challenges over ratings of record would not be subject to arbitrations. That language should continue under the new CBA. The Panel orders the parties to adopt the Union's Section F.

- Article 12, Section 8 – Attorney Fees

Section 8 addresses attorney's fees. The Panel declined jurisdiction over Section 8A, where the Union challenged the Agency's language before the FLRA. The Union proposes a process for requesting and receiving notification of the status of an attorney fee awarded by the arbitrator. The Agency proposes a method for determining attorney fees. Attorney's fees may be recovered in connection with grievance arbitration, but only as authorized by Statute. The Back Pay Act (BPA) grants jurisdiction on an arbitrator to consider a request for attorney fees. Once the BPA's threshold requirements are met, fees may be awarded by the arbitrator consistent with the provisions of 5 USC 7701 (g). The requirements for an award of attorney's fees are: 1) the employee (or union) must be the prevailing party; 2) the award of fees must be warranted in the interest of justice; 3) the amount must be reasonable; and 4) the fees must have been incurred by the employee (or union). Fees may also be awarded under other fee-shifting statutes, such as the Fair Labor Standards Act. There must be a specific statutory authorization for an award of attorney's fees. *Naval Surface Warfare Center*, 60 FLRA 530 (FLRA 2004). When an arbitrator fails to sufficiently explain the basis for a fee award, necessary to ensure the statutory requirements have been met, that is subject to review by the FLRA. The arbitrator will determine the entitlement to

attorney fees and the FLRA will assess whether the legal sufficiency has been met by the arbitrator in making the award.

The Back Pay Act and other statutes grant jurisdiction to the arbitrator to determine the entitlement to attorney fees, subject to the review of the Authority. The Panel orders the parties to adopt language that acknowledges that authority of the arbitrator to address attorney fee entitlement.

- Article 13, Section 1 – Discipline and Adverse Action

In the federal government, a disciplinary action includes suspensions of 14 days or less and reprimands, while an adverse action includes the more severe forms of discipline such as, removals, suspensions of more than 14 days, and a reduction in grade (demotion) or pay. As for the standard for taking disciplinary actions, under the prior CBA, Article 13, discipline could only be taken for “just cause”. The Agency proposes to change to standard to the “efficiency of the service” standard, as reflected in the MSPB regulations for Adverse Actions. The “just cause” standard is a common disciplinary standard adopted in contracts (and by arbitrators¹³ enforcing contracts) to ensure disciplinary actions taken by an employer against an employee are just and appropriate. Adopting that standard means that discipline of employees will only occur if the Agency establishes “just cause” for doing so.

The “efficiency of the service” standard for imposing discipline comes from the Civil Service Reform Act; from Congress. Agencies are authorized to subject employees to adverse actions “only for such cause as will promote the efficiency of the service,” according to 5 U.S.C. § 7513(a).

The Agency argues that having two different standards (one under the CBA and another in an MSPB litigation) would be inefficient and leads to confusion later depending upon the appeal route that is chosen. The Agency provided no evidence that having a different standard in the current CBA has caused confusion or lead to challenges.

The Panel addressed a similar issue in a recent FSIP case. In that case, the parties had adopted a “just and sufficient cause” standard in their CBA since at least 2001. The Parties presented no evidence or argument regarding the use of the standard. With no evidence to support concerns offered, the Panel ordered the parties to maintain the current contract standard. Similarly, in this case, the Panel orders the parties to maintain the prior contract standard – “just cause”. The parties are ordered to add to the prior CBA language – disciplinary actions will be based on just cause.

In Section 1, the Agency also offers language that addresses performance-based issues. While there are two formal procedures a supervisor may use in resolving unacceptable performance: Chapter 43 and Chapter 75 of Title 5 of the U.S. Code,

¹³ A Supreme Court decision in 1985 (Cornelius v. Nutt) held that for adverse actions, arbitrators must apply the same standards as those used by the Merit System Protection Board (MSPB).

performance and performance-based issues will be addressed in Article 14 – Performance System.

The disagreement in Section 4 (A) is over the notice and reply period for a notice of disciplinary action under consideration. The Agency proposes a 15-day period. The Union proposes a 15-duty day period, taking into account that there are gaps of time when members of this bargaining unit are not in duty status (i.e., summer break). As discussed above regarding the tolling of grievance timeframes, the Union provided no demonstration where the time frames have inhibited an employee or the Union from responding to these proposed actions. The Panel orders the parties to adopt the Agency's Section 4 (A) language.

In the Agency's Section 4 (C), the Agency is attempting to exempt from the right to respond to a disciplinary action, employees that are in the bargaining unit, but are probationary. The Agency's stated reason for excluding those bargaining unit employees from these notices and respond opportunities is because those same employees are also unable to challenge an adverse action before the MSPB or under the Negotiated Grievance Procedures. The Panel orders the parties to adopt the Agency's proposal excluding the probationary employees from challenging disciplinary actions that do not amount to termination under the grievance procedure. The Panel is concerned about incentivizing the Agency to terminate a probationary employee rather than taking a lower level discipline, in order for the Agency to avoid being challenged before an arbitrator.

- Article 14, Section 2 – Performance System

The parties disagree over the implementation of the department-wide performance management system (i.e., DPMAPS) in this unit. The DPMAPS system was implemented in this unit in May 2018. These parties began negotiating over this successor CBA in June 2019. The language ordered in Article 2 states that where there is no conflict with the new CBA, the non-government wide regulations and directives pertaining to personnel policies or practices or other general conditions of employment will apply. Consistent with that language, the Panel orders the parties to adopt the Agency's Section 2, with modification to cite the actual policy.

- Article 14, Section 7 – Performance

The Agency removed language from this section that would commit that the notice of proposed action based upon unacceptable performance shall not rely upon any instances of unacceptable performance occurring more than one year before the date of such notice. Under Article 2, Section 3 (C)(3), the parties addressed reliance on prior disciplinary actions. This section should address reliance of prior performance-based actions. The Agency failed to demonstrate how this language has caused concern or restricted the Agency. The Panel orders the parties to adopt the Agency's proposal, with modification to reinsert the prior CBA language.

- Section 9 – Tolling of Timeframes to Respond

The Union proposes tolling of timeframes to response to notice of performance actions based upon recesses. Tolling has already been addressed above regarding grievance timeframes and timeframes to respond to disciplinary actions. The Union provided no demonstration where the timeframes have inhibited an employee or the Union from responding to these proposed actions. The Panel will not adopt the Union’s proposed language.

- Article 16, Section 1 – Access to Facilities

The Agency proposes to amend the prior CBA language to make it clear that the provision must be read consistent with management rights (i.e., to make determinations regarding internal security). The Panel orders the parties to adopt the Agency’s Section 1.

- Article 16, Section 2 – Access to Facilities

The Agency claims that they have made substantial changes to the prior CBA commitments because they want to create equity between the Union and any other “non-agency business” such as the boy scouts, religious groups, after school activity groups. The Union believes that the changes proposed are simply an effort to comply with the Executive Order 13837. The Panel orders the parties to adopt the Agency’s proposal.

Under the Union’s Section 7, Union representatives would be authorized to utilize the Employer’s official email system in order for the Union to provide representation to bargaining unit educators. While the Agency acknowledges that there are numerous places where the parties have proposed or agreed to email notification and acknowledgment, the Agency believes the Union representatives can use their personal emails to accomplish those notifications. To the extent that the Union representatives are also Agency employees, they will already have access to the Agency email system and can use that system consistent with the Agency policies. To the extent that the Union representatives are not also Agency employees, the Panel will not force the Agency to grant them access to their internal email system. The Panel will not order the parties not adopt the Union’s proposal.

- Article 21, Section 1 – Leave

Section 1 (C) addresses paternity leave. 20 U.S. Code § 904 addresses leave for overseas teachers – Education Leave. The authorized purposes for taking leave under this section of the Statute includes:

- (1) for maternity purposes,
- (2) in the event of the illness of such teacher,

- (3) in the event of illness, contagious disease, or death in the immediate family of such teacher, and
- (4) in the event of any personal emergency.

The prior CBA also provided for paternity leave. It provided that when the wife of a unit employee was physically incapacitated by reason of pregnancy or complications resulting therefrom, the unit employee would be granted Educator Leave. The Agency proposes to change the title of the section from “Paternity Leave” to “Leave for the Purpose of Paternity”, “so that it is clear that employees do not get paid paternity leave, but instead get educator leave”; leave to support the maternity. The Union seems to be expanding the leave for other purposes beyond to support maternity, without authority to rely upon. The Agency doesn’t seem to be changing the entitlement to take paid leave to support maternity as the employees did under the prior CBA. The Agency suggests changing “wife” to “spouse”. That will be adopted. As the change in title offered by the Agency doesn’t seem to change any entitlements, the Panel orders the parties to adopt the Agency’s proposal.

Section 1 (J) addresses entitlements under the Family Medical Leave Act. The Agency’s proposal would entitle eligible employees to take unpaid leave. The Union argues that the employees are eligible to request and be granted any leave permitted (including paid leave) under FMLA. The parties seem to disagree over the application of 29 CFR 825.100 (a), which provides the employee can take unpaid leave or can substitute appropriate paid leave and the application of 5 CFR 630.1201, which allows the Secretary to determine the terms and entitles employees to take unpaid leave. As it is not clear which regulation applies to this unit, the Panel will not order the adoption of either parties’ language under Section 1 (J).

- Article 21, Section 3 – School Closures

The parties disagree over making up days due to school closures. The Panel addressed the same language offered in the Agency’s proposal in FSIP Case No. 18 FSIP 073. The Agency’s proposal takes into consideration their offer to adhere to a pay schedule in Article 2, Section 3 that requires employees to work 190 duty days per year in order to earn their salary. This school closure proposal would allow the Agency the flexibility to schedule teachers to work additional days without extra compensation. The Agency relied upon this scenario to address school closures in Puerto Rico as a result of Hurricanes Irma and Maria in 2017.

The Union argues that the Agency regulations requires that if the school year is extended, the educator will be compensated. But the Union only provided a partial quote of the regulation. The regulation provides that compensation is required if the school year is extended beyond the 190-duty days. The Agency intends their proposal to be read consistent with the regulations. As closed days are not considered duty days, adding them to the end of the year would not add to the duty days. In Case No.18 FSIP 073, the Panel ordered adoption of the Agency’s proposal. The Panel orders the parties to adopt the same language (Agency’s proposal for Section 3) here.

The Union's proposal for Section 3 is a carryover from the prior contract. The provision addresses weather or emergency related closures where the educator is ordered to report to the facility. The Union is seeking consideration when the educator is delayed due to the emergency that resulted in school closure (e.g., weather). The Agency disagrees with the provision arguing that it takes the "option" out of management's hands. However, the language says "may grant up to ½ a day administrative leave". That is not a requirement and how much to grant is discretionary. The Panel orders the parties to adopt the Union's proposal for Section 3.

- Article 21, Section 9 - FMLA

The parties disagree over the inclusion of the terms leave to "bond with a new child." The Agency's proposal only includes "care for" the new child. The Union provided no argument but simply asserted that the "bonding" term needs to be stated. The Agency recognizes that FMLA provides for bonding, the Agency expressed concerns about its inclusion in this section because the Agency believes they are entitled to put limits on the bonding if both parents are employees.

The Family and Medical Leave Act allows an eligible employee to use 12 weeks of FMLA leave for the care of and bonding with a newborn, adopted or foster child for up to one year after birth or placement. Mothers and fathers have the same right to take FMLA leave to bond with a newborn child. Concerns about the placement of the language will be addressed with a qualifier – "consistent with the FMLA."

- Article 25 – Salary Setting Practices

The parties disagree over how salary will be set upon the completion of higher education by the educator. 20 USC 903 provides that the Secretary of Defense will establish regulations that address the pay setting practices. Those regulations were established and can be found at DODEA Regulations 1400.13 (most current March 2006). Sub-section 4.3.2.4. addresses the Completion of Higher Level of Education. While the parties have been effectively operating under the guidance of 1400.13, the parties litigated the application of the pay setting concerning credit for higher education achieved by the educator. Citing DODEA Regulation 1400.13, dated March 1, 2006, the Agency had been granting pay credit for completion of higher education only for graduate credits earned after educators' first master's degree was granted. Arbitrator Sands determined that the Agency had mis-applied the regulations - graduate credits are graduate credits, regardless of when they are earned.

The Agency proposes that salary for teachers will be in accordance with the Department of Defense Education Activity Regulation 1400.13 or its successor, when not provided for in law or government-wide regulation. The Agency goes on to define when graduate credits will be acknowledged – "degree plus hours" means graduate semester hours completed after the award of the most recent academic degree. The Agency is now attempting to undo Arbitrator Sands' finding by proposing contract

language that limits when higher education will be acknowledged. The Agency argues that the graduate credits that will result in additional pay should be recent and relevant to the current class room environment. The Union proposes a modified version of the prior contract language, which essentially follows the provisions of 1400.13, without clarity or modification to when the credits will be acknowledged. The Union seeks to continue relying on Arbitrator Sands determination - graduate credits are graduate credits, allowing for the credit of any hours earned regardless of how recent or relevancy.

The Panel addressed this same issue in December 2018, Case No. 18 FSIP 073. In that case, the Panel agreed with the Agency's argument that the advanced degree should be recent and should be relevant. The Panel orders the Agency's language for Article 25, with modification. The Agency would need to follow the Statute regarding bargaining obligations over any modifications to Regulations 1400.13.

- Article 27 – Extracurricular Duty Assignments (EDA)

First, the parties could not agree on the title of the article. This article was also in the prior contract, titled "EXTRA CURRICULAR ACTIVITIES". The Agency proposes to change the title "Activities" to "Assignments" to align with the title of the corresponding, revised Instruction – Agency Administrative Instruction 1417.01, drafted in January 2020 (not yet agreed to by these parties), and to bring this CBA in line with 6 other contracts that reference the term "assignments". The Union withdrew its proposed language concerning the title and agrees to adopt the Agency's title.

- Article 27 Section 2 – EDA, Selection

In Section 2 (C), the parties disagree over the assignment of Extra-curricular activities (EDAs). These duties are extra-curricular activities such as coaching or after school clubs. The Union proposes that the Agency will first try to assign the additional duties to volunteers from within the bargaining unit, based upon seniority. The Agency objects to the Union's language because it would not allow the Agency to select a more qualified applicant (e.g., another school on the same installation, or a non-bargaining unit applicant); the selection process may not meet the needs of the students the activity it is intended to serve. The Panel orders the parties to adopt the Agency's proposal, which provides for the selection of the "most qualified" applicant.

- Article 27, Section 4 – EDA, Duties

In Section 4, the Union is attempting to proscribe every duty that will be included in the compensable time for the assignment. The Agency disagrees with the proposal. While the Agency has the right to determine the hours for the assignment, the compensation entitlement will be determined by statute and regulations.

The Union also proposes language that addresses the ability of the parents of the students to use raised funds to join the children for overnight stays. Use of non-

appropriated funds will be determined by the rules of the funds and legal requirements. The Panel will not order the parties to adopt the Union's proposals in Section 4.

- Article 27 – EDA Contract Form

The EDA Instruction 1417.01 will include a form, where the employee will need to certify their understanding of the program requirements (e.g., completing an After Action Report (AAR) within 5 days of the EDA ending). As noted above, the parties have not yet bargained over the Instruction 1417.01. The Union objects to the Agency's version of the form for a number of reasons, including the fact that the actual Instruction, and the requirements that will be a part of the Instruction, are not yet negotiated and agreed to by the parties. The Panel will not impose the form in the CBA. The form and its content will be addressed through the Instruction 1417.01.

- Article 35 - Tours of Duty

This article addresses tours of duty. The prior contract provides that tours of duty will remain unchanged from the implementation of that CBA, unless mutually agreed otherwise. That means that tours of duty have remained unchanged since 1985. The Agency proposes a number of changes, most significantly, the length of the tour of duty. The Union proposes that the tours will remain unchanged under this new CBA.

The Agency references the DOD regulations for tours of duty, asserting that the Agency has the ability to adjust the tours of duty and they would prefer the tour of duty to align with those of other civilian employees in the DOD on overseas tours. The standard tour for DOD civilians overseas is 36 months for initial agreements and 24 months for renewal agreements. The tours include a roundtrip transportation agreement for the employee to return home to the continental US. However, Appendix Q, Part 4, is the section that applies to Civilian Employees with Special Circumstances Tours of Duty; applies to educators. Under Part 4, DOD Education Activity Personnel are specifically references. Pursuant to 20 USC 901-907, the tours of duty for teaching positions is 1 year and 2 years (including a roundtrip transportation agreement); not the standard 36 months and 24 months. Those same tours are codified in the DODEA Instruction 1400.13, Section 4.7.

The Agency seeks longer tours (i.e., 36 months of the initial tour and 24 months for the renewal tour) because the cost of paying for the 1-year tour employee's return transportation to the continental US is approximately \$4M a year. By stretching the initial tour period to 36 months, the Agency can save approximately \$2.2 million dollars. The Union proposes that the Agency continue to be bound by its own regulations, which provides for the 1-year and 2-year tours. The Panel orders the parties to follow the current DODEA instruction regarding tours of duty.

- Article 44, Section 2 and 3 – Dues Withholding

The parties disagree over when the allotments will begin to be withheld and how much. The prior contract provides that the allotments shall be effective on the second complete bi-weekly pay period in October of each school year. The Union proposes to maintain that language. In the prior CBA, the amount of the allotments would be the designated dues divided by 12 full pay periods. It appears that over time, the parties have agreed that the dues allotment would be divided by 10 pay periods, instead of 12 pay periods. The Union's proposal reflects that agreement with that allotment period. The parties disagree over when the withdrawal will begin. Under the Union's proposal, the withdrawal begins in October; same as the prior contract. Under the Agency's proposal, the withdrawal begins 2 pay periods after the Agency receives the form. The Union also rejects the Agency's additional language that requires the Union to certify the amount of the dues prior to the submission of the form. The Union argues that there is no place on the standard form (SF-1187) for such a certification. The majority of the Panel has determined that it will order the parties to adopt the Agency's proposal for Sections 2 and 3.

- Article 44, Sections 5/6 – Remittance of Union Dues to the Union

Union's Section 6 and the Agency's Section 5 addresses the remittance of the dues collected to the Union. The Union proposes the prior contract language. The Agency raised no concerns with the operation of that language, but added language that asserts that the Union is responsible for further dispersing those funds to their locals. The majority of the Panel has determined that it will order the parties to adopt the Agency's proposal.

- Article 44 – Termination of Union Dues

A federal employee is free to terminate their union dues using form SF-1188. There has been extensive and evolving FLRA litigation over the timing of processing dues termination. Under section 7115(a) of the Statute, an authorization for dues withholding "may not be revoked for a period of 1 year." In *U.S. Army, U.S. Army Material Development and Readiness Command, Warren, Michigan*, 7 FLRA 194 (1981), the Authority held that "the language in section 7115(a) that 'any such assignment may not be revoked for a period of 1 year' must be interpreted to mean that authorized dues allotments may be revoked only at intervals of 1 year." *Id.* at 199. Additionally, the Authority held that parties may implement section 7115(a) by defining the yearly intervals required by that section through negotiations. See, for example, *Department of the Navy, Portsmouth Naval Shipyard, Portsmouth, New Hampshire*, 19 FLRA 586(1985).

The Union would prefer no language in the CBA reflecting the right of an employee to withdraw their membership in the Union. As such, the Union offered no procedures on termination of dues withholding. The Agency proposes language that attempts to capture the current state of FLRA policy regarding dues withholding. In

February 2020, the FLRA announced it would be moving to allow federal employees who are paying dues to stop those payments at any time after a year has passed, rather than being restricted to only one point during a year. The FLRA policy statement followed a request from OPM in mid-2019 to make that change in light of a U.S. Supreme Court decision involving dues withholding for state and local government employees. The FLRA for decades had interpreted the Statute to mean that dues withholding may be revoked only at intervals of one year. However, the new policy statement, which was effective August 10, 2020, says that while the law clearly requires an initial wait of one year, it imposes no limits afterward; allowing an election to stop at any time afterward. The majority of the Panel has determined that it will order the parties to adopt the Agency's proposal, putting employees on notice that they can cancel dues withholding and allowing for the current interpretation of Section 7115 of the Statute to apply.

- Article 44, Section 8 – Dues Withholding Errors

Under 7115 of the Statute, when an employee authorizes payroll deduction for dues, the agency must honor the assignment and make an appropriate allotment pursuant to the assignment. The language in this section addresses reimbursing the Union for any lost dues as a result of a government error. The parties agree over language that would essentially be carry over language from the prior CBA. The Agency adds new language that makes it clear the Agency would then turn and collect that money from the employee; the Agency would recoup that money as an "overpayment" from the employee. The Union added language that provides for exceptions to be negotiated below the national level. The Agency rejects this language, arguing that dues are collected and dispersed at the national level (see Article 44, Section 6 above). The majority of the Panel has determined that it will order the parties to adopt the Agency's language regarding reimbursements, with slight modification – "as provided by law."

- Article 45 – Debt Collection

This article addresses the procedures for the Agency to collect financial debts owed to the Agency. The Union submitted a number of arbitration decisions where the Agency failed to collect debt in accordance with laws. The Agency's proposals commit the Agency to following the appropriate procedures when conducting debt collection or in allowing an employee to appeal a debt (e.g., by asking for collection waiver). The Panel orders the parties to adopt the Agency's proposal, with modification to simply commit to following the laws regard to debt to the Agency.

- Article 46 – Unit Employee Workday

This article addresses the length of the workday. In the prior contract, the work day was built around the instructional day. That contract provided for the school workday to commence not more than twenty (20) minutes before and terminate not

more than thirty (30) minutes after the instructional day. The contract provided for 7-periods (50 minutes) a day, subject to the approval of the Regional Director.

The Agency has proposed that the work day be 8 hours, plus a 30-minute uncompensated lunch period. The Agency argues that the 8-hour work day will be consistent across all sites, allows for increased instructional time for the students, allows for collaboration time and professional development, and allows for more time for staff meetings.

The Union has proposed that the work day be as it was under the prior contract. The Union argues that the Agency's proposal is in violation of 20 USC 902. Section 902 (a)(2) provides that the Secretary will set the basic compensation for teachers and teaching positions at rates equal to the average of the range of rates 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.

During the negotiations, the Agency asserted that a number of provisions were permissive subjects of bargaining and, therefore, were outside of the duty to bargain and the Agency had chosen not to bargain over those matters. One of those issues involved the definition of the workday. Initially, the Agency argued that the Union's proposal should not be considered by the Panel as it was permissive and only negotiable at the election of the Agency, and the Agency was not in agreement to bargain over the tour of duty. The Agency then changed its position. It then asserted that the Union's proposal was not permissive and the Agency was willing to negotiate over it. The Union submitted an opposing statement regarding the Agency's change of position. The Panel determined that while the Agency had changed their position on the permissive nature of the proposal, by asserting negotiability concerns from the beginning of bargaining, the Agency created a POPA¹⁴ concern when they arrived at impasse having not negotiated and mediated over the matter. The Panel declined jurisdiction over that provision because the parties were not yet at impasse over that matter.

The Agency also proposes that the part time (PT) tour will be 4 hours; consistent with the charge of leave for the educators (i.e., 1/2 day and full day increments). The Panel orders the parties to adopt the Agency's proposal regarding part time tour of duty.

The Agency also proposes in Section 1 (C) that employees will be required to be on-site outside of duty hours when directed by the Agency to participate in, for example, Open House, parent-teacher conferences, public performances by students of plays, concerts, athletic events, other extra-curricular activities, etc. without additional compensation. Entitlement to compensation for this additional time should be determined by pay statutes. The Union offers a counter proposal in Article 58, Section 1. The Panel orders the parties to adopt the Agency's proposal regarding outside duties, modified without the language regarding compensation.

¹⁴ Patent Office Professional Association v. FLRA, 26 F.3d 1148 (D.C. Cir 1994) (POPA)

- Article 47, Section 1 - Housing and Overseas Allowances

The parties disagree over citing that the benefits must be consistent with the law or government-wide regulation. In Article 2, Section 1 (A), the Panel ordered language that provides that the parties will be governed by existing law or government-wide regulations. This language should be consistent with that order above. The Panel orders the parties to adopt the Union's language, with modification.

- Article 47, Section 2 – Housing Office

The parties disagree over a number of grammatical issues in this Section, but more substantively, the main disagreement is over providing new employees information regarding the housing office at the new duty station. The Agency proposes that the information regarding the location of the housing office will be provided if the employee asks for the information. The Agency argues that information is readily available with a search of the internet. The Union proposes that the information should be provide automatically. The Union argues that the new employee may not even know that there is a housing office. The Panel orders the parties to adopt the Union's proposals for Section 2, with modification to correct typos.

- Article 47, Section 3 – Living Quarters Allowance (LQA)

Both parties reference entitlement to living quarters allowance, consistent with regulations. However, the Union references the State department regulations, without explanation. The Agency references DOD regulations. As these employees are affiliated with the Department of Defense, it would be more appropriate to reference DOD regulations. The Panel orders the parties to adopt the Agency's proposals for Section 3.

- Article 47, Section 4 – Personally-Owned Quarters (POQs)

The Agency admits that the regulations governing POQs are complex. Both parties seem to have attempted to clarify the regulations, by citing sections of interest to the bargaining unit. While their intent seems to be the same, their wording is slightly different. The Panel orders the parties to adopt the Agency's language for Section 4, except the last section: 4 (E). Under Section E, the Agency is attempting to bring all housing agreements in compliance with the current DOD regulations within 30 days of the execution of the new CBA. The Union argues such an action could have a tremendous adverse impact on the workforce. The employees entered housing agreements and made rental commitments based upon their understanding of the rules over the last decades. Bringing the workforce in compliance with the updated rules could adversely have financial impact on overseas families, causing them to resign, retire, or take another job in the continental US. The Union argues that the current workforce should be grandfathered. Neither party submitted data demonstrating the impact of change. The Panel orders the parties to adopt the Agency's language with modification to allow for a 2-year transition; consistent with the 2-year tour for veteran educators and the Panel's order to apply the updated grievance timeframes. That will

provide an opportunity for employees to consider the impact of this housing change as they are renewing their employment contracts.

- Article 47, Section 5 – Allowances

The parties are very close in their language, except the Agency clarifies that the regulations that the parties are referring to is the DOD regulations. The DOD regulations specify the procedures and employee allowances and the movement of household goods. The Panel orders the parties to adopt the Agency's Section 5.

- Article 48, Section 1 – Travel

The parties disagree over the references to the regulations. As discussed above in Article 2, the Panel ordered the parties to adopt language that government-wide regulations and the DOD regulations in effect upon the effective date of the CBA apply. The Union proposes that the government-wide regulations apply. The government-wide regulations will apply because of the language imposed in Article 2. Both parties propose that DOD regulations will also apply. It is useful to clarify which regulations applies. The Panel orders the parties to adopt the Agency's proposal for Section 1.

- Article 48, Section 2 – Government Transportation and Transient Facilities

Where an employee has been approved by the Agency to attend a meeting of a technical, professional, scientific, or other similar organization, the parties agree that the Agency may provide the transportation and access to a transient Government facility for the employee in order for them to attend the meeting. However, the Agency expresses concerns about the use of the benefit that may not be in accordance with the DOD regulations and the Agency proposes to limit access to the transportation or facilities only when the employee is actually in duty status. The Union argues that limiting the access is impractical because at some points during the travel and stay the employee will actually be "off duty", but still on authorized travel. The Panel orders the parties to adopt the Union's proposal, with modification.

- Article 48, Section 3 – Medical Evaluation

The parties acknowledge that medical emergencies occur that may require a medical evacuation. The Agency's language commits to providing the entitlement to transportation at government expense in accordance with DOD regulations. The Union's proposal explains the entitlement in more detail, in a way that may or may not be consistent with the regulations. The Panel orders the parties to adopt the Agency's proposal for Section 3.

- Article 48, Section 4 – Travel for Emergency

The Agency offers a commitment to provide access to travel in accordance with DOD regulations. The Union provided no counter or argument to this commitment to

follow the regulations. The Panel orders the parties to adopt the Agency's proposal for Section 4.

- Article 48, Section 5 - Renewal Agreement Travel (RAT)

Under the DOD Joint Travel Regulations, a civilian employee, and the civilian employee's accompanying dependent, are eligible to receive travel and transportation allowances for returning home between tours of duty outside of the continental United States. The RAT-eligible employees may travel at any time following completion of the school year at the end of their tour at their overseas permanent duty station (PDS) to their United States RAT location, before moving to start their next tour of duty.

Under the prior CBA, employees were not required to use the Agency travel management system to book their RAT travel, but instead could book their own travel outside of the system, that may be cheaper. The Agency proposes that all travel be booked through the Agency system. As the Agency is paying for the travel, it is reasonable for the Agency to manage all travel through one system. The Panel orders the parties to adopt the Agency's proposal for Section 5, with modification to focus on the system and the regulations.

- Article 48, Section 6 – RAT, Duty Status

Employees are authorized renewal agreement travel (RAT) when they complete their prescribed tour of duty. The Agency added language to clarify that the employee's duty days begin when they actually arrive at their duty station. This clarification was added as a result of an arbitrator's decision interpreting the regulations consistent with the Agency's position. The Panel orders the parties to adopt the Agency language for Section 6.

- Article 48, Section 8 – RAT Destination

The Government Travel Regulations (JTR, Section 055002) provides that a civilian employee or dependent is authorized to perform RAT from their overseas duty station to the civilian employee's actual residence at the time of assignment. In the alternative, the employee may also be authorized to perform RAT to a location other than the civilian employee's actual residence, as long as the RAT destination is in the same country as the actual residence. Either destination is an official travel destination. (JTR Section 055009.)

The Agency's proposal limits the travel authorization to the employee's place of actual residence at the time of assignment to the overseas duty station. That is not consistent with the regulations. The Union's proposal mirrors the JTRs. The Panel orders the parties to adopt the Union's proposal for in Section 8.

- Article 53 (Agency)/59 (Union), Section 1 – Duration of the CBA

The Union proposes that the duration of the CBA be 1 year, with automatic roll-overs. The Union argues that because the terms are new and significantly different from the prior, 31-year CBA, the parties may need to negotiate changes where things are not working as expected. The Agency argues that a 1-year term would be unreasonable, inefficient, and burdensome on the Agency and taxpayer. The Agency also argues that 1 year is not sufficient time to assess the effectiveness of new terms under the new CBA.

The Agency proposes a 5-year duration. The Agency argues that negotiating a full CBA is a significant cost to the Agency. This term negotiations cost \$456,243.91¹⁵ in Union participation and \$652,198.85 in management participation. These costs don't include the expense of training personnel on the new terms of the CBA. The Panel orders the parties to adopt the Agency's proposal regarding the duration of the CBA.

- Article 53 (Agency)/59 (Union), Section 2 – Notification of Reopening and Rollover of Term

Section 2 addresses notification of reopening the CBA and rollover of the terms. The Union's terms are rollover of the prior CBA. The Agency attempts to identify specific dates for reopening. However, those dates are established without knowing the specific date the CBA will go into effect. The Panel orders the parties to adopt the Union's proposal for the reopener window.

The Agency also seeks to terminate permissive matters when there is notice to reopen. Either party is free to notify the other party that it intends to terminate permissive matters upon notice of reopening, unless that has already been waived by agreement. The Panel has consistently determined that it will not force a party to waive its rights. The Panel will not order the parties to adopt the Agency's proposal regarding permissive topics of the bargaining in the CBA.

The Agency seeks to apply government-wide regulations to the CBA in 5 years, even if the contract is not reopened. Under the Agency's proposal, even if neither party seeks to reopen the contract, the Agency would preserve the opportunity at that time (annually) for the Agency to conduct an agency head review of the contract. 5 USC 7114 (c) provides that an agreement between a union and an agency is subject to approval by the head of the agency. The agency head is required to approve the agreement within 30 days of the date of its execution if the agreement is in accordance with the provisions of the statute and other applicable laws, rules, or regulations. If the agency head fails to approve or disapprove the agreement within the 30-day window, the agreement takes effect and becomes binding on the parties. If the agency head disapproves an agreement, the union may file a negotiability petition with the Federal

¹⁵ Ground rules bargaining was \$98,400 of that \$456,243.91.

Labor Relations Authority, challenging the agency head's determination that a provision is unlawful.

Generally, an automatic renewal provision of a contract provides that the contract shall continue in effect after its expiration date if no action to amend or terminate it is taken within a specified period prior to its expiration date. However, a contract with an automatic renewal or "rollover" provision is still subject to agency head review upon renewing itself. *Kansas Army National Guard*, 47 FLRA 937 (FLRA 1993, Kansas National Guard). In *Kansas National Guard*, the FLRA clarified the effect of automatically renewing a CBA. The Authority found that the use of automatic contract renewal dates was consistent with efficient and effective government because it preserved the time and resources that would be expended in renegotiating collective bargaining agreements where the parties deemed such to be unnecessary. The Authority found, however, that an automatically renewed agreement was still subject to agency head review under 5 USC 7114 (c) because governing laws and government-wide regulations might have changed during the term of the agreement. The Authority held that for automatically renewing collective bargaining agreements, the execution date (for purposes of triggering the time limits for agency head review) was the date on which no further action was necessary to finalize a complete agreement. The Panel orders the parties to adopt the Agency's proposal regarding applying government-wide regulations established later.

Finally, in Section 2, the Agency seeks to impose ground rules for bargaining the next CBA in 5+ years. The Agency argues that it took 5 years for these parties to reach agreement over their ground rules. As discussed in the Bargaining History above, the Panel issued a decision imposing ground rules on these parties (Case No.19 FSIP 001). The ground rules imposed by the Panel established a process and timeframe for negotiations to proceed: an initial 6-week face-to-face bargaining session; followed by a potential 12 additional weeks of bargaining based upon the number of articles opened. At the conclusion of the 18 weeks, either Party had the option of extending negotiations by up to one week. The Panel also imposed a 30-day period for mediation, unless otherwise directed by FMCS. The Panel orders the parties to adopt the ground rules used to negotiate this successor CBA, including the provisions agreed to and the provisions imposed on the parties in FSIP Case No.19 FSIP 001, unless they conflict with the terms of this CBA, they are matters where the Panel did not assert jurisdiction¹⁶, or the parties mutually agree to negotiate new ground rules upon the reopening this CBA in 5+ years.

- Article 53 (Agency)/59 (Union), Section 2 – Copy of the CBA

The Agency proposes that the CBA be available online. The Union proposes that the Agency provide the Union and the employees with printed copies of the CBA in each location. The Panel orders the parties to adopt the Agency's proposal, modified to remove the reference to printed copies. That language is not necessary.

¹⁶ In its procedural determination letter, the Panel determined that it would assert jurisdiction over Agency Article 53, Section 2D, items #9, #13, and #24.

ORDER

Pursuant to the authority vested in the Panel under 5 U.S.C. §7119, the Panel hereby orders the parties to adopt the provisions as stated above.



Mark A. Carter
FSIP Chairman

September 8, 2020
Washington, D.C.

Attachment

Side-by-Side of Proposals, with Panel Ordered Language

DoDEA & FEA Matrix of Issues at Impasse

Proposal Key:

Black - Identical Proposed Language

Blue - FEA Proposed Language

Red - DoDEA Proposed Language

	FEA Article 2- Conditions of the Agreement, U-4	DoDEA Article 2 Conditions of the Agreement, M-7	Ordered Language Article 2 – Conditions of the Agreement
1)	<p>Section 1. – Relationship to Laws and Government-Wide Regulations</p> <p>A. In the administration of all matters covered by this Agreement, the Parties shall be governed by laws and Government-wide rules and regulations in effect on the effective date of this Agreement.</p> <p>B. This Agreement supersedes any non-Government wide regulations or directives pertaining to personnel policy or practices or other general conditions of employment where in conflict with this Agreement.</p>	<p>Section 1. Relationship to Laws and Government-Wide Regulations.</p> <p>A. In the administration of all matters covered by this Agreement, the Parties shall be governed by the following: existing and future laws; Government-wide rules and regulations in effect on the effective date of this Agreement.</p> <p>This Agreement supersedes any non-Government-wide regulations or directives pertaining to personnel policies or practices or other general conditions of employment where in conflict with this Agreement. Where there is no conflict, such regulations, directives, etc., will apply.</p> <p>Upon implementation of this Agreement, existing memoranda of understanding (MOUs) between the Parties shall terminate. However, any legally-sufficient, past practice established by such MOUs will continue unless in conflict with this Agreement, or until such practice is otherwise modified in accordance with law.</p>	<p>Section 1. Relationship to Laws and Government-Wide Regulations.</p> <p>In the administration of all matters covered by this Agreement, the Parties shall be governed by laws; Government-wide rules and regulations in effect on the effective date of this Agreement.</p> <p>This Agreement supersedes any non-Government- wide regulations or directives pertaining to personnel policies or practices or other general conditions of employment where in conflict with this Agreement. Where there is no conflict with the new CBA and the parties had reached agreement in the prior CBA, such non-government wide regulations and directives pertaining to personnel policies or practices or other general conditions of employment will apply.</p>

	<p>Except as otherwise specified in this Agreement, all existing memoranda of understanding (MOUs), prior agreements and decisions, including but not limited to arbitrator’s decisions, remain in full force and effect.</p>		
2)	<p>Section 1. – Relationship to Laws and Government-Wide Regulations F. The Employer shall furnish to the Association at the appropriate level, upon request, and, to the extent not prohibited by law, data</p> <ol style="list-style-type: none"> 1. which is normally maintained by the Employer in the regular course of business: 2. which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and 3. which does not constitute guidance, advice, counsel, or training provided for Employer 	<p>Section 1. Relationship to Laws and Government-Wide Regulations. E. The Employer shall furnish to the Association at the appropriate level, upon request, and, to the extent not prohibited by law, and supported by particularized need, data –</p> <ol style="list-style-type: none"> 1. which is normally maintained by the Employer in the regular course of business, 2. which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and 3. which does not constitute guidance, advice, counsel, or training provided for Employer 	<p>Section 1. Relationship to Laws and Government-Wide Regulations. E. The Employer shall furnish to the Association at the appropriate level, upon request, and, to the extent not prohibited by law, and supported by particularized need, data –</p> <ol style="list-style-type: none"> 1. which is normally maintained by the Employer in the regular course of business, 2. which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and 3. which does not constitute guidance, advice, counsel, or training provided for Employer

	officials or supervisors, relating to collective bargaining.	officials or supervisors, relating to collective bargaining.	officials or supervisors, relating to collective bargaining.
3)	<p>Section 2. - Association. C. The Employer shall provide the FRS a brief period at the end of each faculty meeting to make announcements, subject to the following restrictions:</p> <ol style="list-style-type: none"> 1. no internal Association business shall be conducted; 2. meeting does not interfere with the instructional day; and 3. members of the faculty are free to leave at the end of the faculty meeting. <p>E. The Association shall be provided with at least two (2) weeks advance notice by the Employer of any working group concerning conditions of employment which includes unit employees that the Employer is convening above school-level, and the Association shall be entitled to submit a nominee to attend and participate in the working group. The Employer shall not place restrictive qualifications to interfere with or</p>	<p>Section 2. Association. C. The Employer shall provide the FRS a brief period at the end of each faculty meeting to make announcements, subject to the following restrictions:</p> <p>1. the FRS is on approved official time, requested in advance;</p> <ol style="list-style-type: none"> 2. no internal Association business shall be conducted; 3. meeting does not interfere with the instructional day; and 4. members of the faculty are free to leave at the end of the faculty meeting. 	<p>Section 2 - Association C. The Employer shall provide the FRS a brief period at the end of each faculty meeting to make announcements, subject to the following restrictions:</p> <ol style="list-style-type: none"> 1. no internal Association business shall be conducted; 2. meeting does not interfere with the instructional day; and 3. members of the faculty are free to leave at the end of the faculty meeting.

	<p>limit the Association's options to designate or nominate its designee.</p> <p>F. Upon request, the Employer may provide Association representatives who are unit employees of DoDEA with appropriate permissive Government Travel Orders for the purpose of conducting representational duties.</p>	<p>E. Upon request, the Employer may provide Association Representatives who are unit employees of DoDEA with appropriate permissive Government Travel Orders for the purpose of conducting representational duties. These permissive orders shall not be used to obtain reduced rates for the Association.</p>	<p>Upon request, the Employer may provide Association Representatives who are unit employees of DoDEA with appropriate permissive Government Travel Orders for the purpose of conducting representational duties.</p>
4)	<p>Section 3. – Employee Rights B. Each employee has the right to seek assistance from his/her Association representative at any time that neither is involved in instructional duties.</p>	<p>Section 3. Employee Rights. B. Each unit employee has the right to request official time to seek assistance from his/her Association Representative when requested and approved in advance.</p>	<p>Section 3. Employee Rights. B. Each unit employee has the right to request official time to seek assistance from his/her Association Representative when requested and approved in advance.</p>
5)	<p>Section 3. - Employee Rights C. Personnel Files</p> <p>1. The Employer shall establish, maintain, and retain employees' personnel records only in accordance with law, regulations, and this Agreement. To the extent permitted under the Privacy Act, upon request, the Agency will notify the employee of all files retained on said employee, and employees and/or their designated representatives shall have access to</p>	<p>Section 3. Employee Rights. C. Personnel Files</p> <p>1. The Employer shall establish, maintain, and retain unit employees' personnel records only in accordance with law, regulations, and this Agreement. To the extent permitted under the Privacy Act, unit employees and/or their designated representatives shall have access to records contained in their personnel file(s) and,</p>	<p>Section 3. Employee Rights. C. Personnel Files</p> <p>The Employer shall establish, maintain, and retain unit employees' personnel records only in accordance with law, regulations, and this Agreement. To the extent permitted under the Privacy Act, unit employees and/or their designated representatives shall have access to records contained in their personnel file(s) and, further, shall be entitled to make a copy of any or all material contained therein.</p>

<p>records contained in their personnel file(s) and, further, shall be entitled to make a copy of any or all material contained therein.</p> <p>2. Any material relating to a unit employee's conduct, service, character or personality that is to be placed in the employee's personnel file(s) shall be first shown to the employee. The unit employee shall acknowledge that the employee has seen such material by affixing the employee's signature to the document to be filed with the understanding that the signature merely signifies that the employee has been shown the material and does not indicate agreement with its contents. Further, the employee shall have the right to request removal or amendment of objectionable material and to attach a written response to the material to be placed in said file.</p>	<p>further, shall be entitled to make a copy of any or all material contained therein.</p> <p>2. Regarding supervisory files any material relating to a unit employee's conduct, service, character or personality that is to be placed in the unit employee's personnel file(s) shall be first shown to the employee. Further, the employee shall have the right to request removal or amendment of objectionable material and to attach a written response to the material to be placed in said file.</p>	<p>2. Material relating to a unit employee's conduct, service, character or personality that is to be placed in the employee's personnel file(s) shall be first shown to the employee. The unit employee shall acknowledge that the employee has seen such material by affixing the employee's signature to the document to be filed with the understanding that the signature merely signifies that the employee has been shown the material and does not indicate agreement with its contents. Further, the employee shall have the right to request removal or amendment of objectionable material and to attach a written response to the material to be placed in said file.</p>
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	<p>3. Records of admonishment, letters of caution, warning, reprimand, and similar disciplinary action papers shall not be maintained or used against the employee unless a disciplinary, administrative, or judicial proceeding has been instituted within one year from the time of the initial action provided it is of a similar nature.</p>	<p>3. Records of admonishment, letters of caution, warning, reprimand, and similar disciplinary action papers shall not be maintained or used against the unit employee unless a disciplinary, administrative, or judicial proceeding has been instituted within two (2) years from the time of the initial action provided it is of a similar nature.</p>	<p>3. Records of admonishment, letters of caution, warning, reprimand, and similar disciplinary action papers shall not be maintained or used against the unit employee unless a disciplinary, administrative, or judicial proceeding has been instituted within two (2) years from the time of the initial action provided it is of a similar nature.</p>
<p>6)</p>	<p>Section 3. - Employee Rights D. In the event that a unit employee's pay is not received on the established pay day, upon the unit employee's request, the Employer will request from the servicing finance office that a replacement salary be issued as soon as possible.</p> <p>Unit employees are encouraged to maintain official documents they receive related to pay and leave and to carry such documents with them when they are transferred or reassigned.</p> <p>When the finance records of a unit employee are lost, destroyed, or delayed in conjunction with a reassignment or transfer, the Employer agrees to accept the unit employee's most recent "Earnings and Leave" statement or Standard Form 50, Notification of Personnel Action, as evidence of the proper basis for payment until the actual pay records have been reconstructed or received.</p>	<p>Section 3. Employee Rights. D. In the event that a unit employee's pay is not received on the established pay day, upon the unit employee's request, the Employer will request from the servicing finance office that a replacement salary be issued as soon as possible.</p> <p>Unit employees are encouraged to maintain official documents they receive related to pay and leave and to carry such documents with them when they are transferred or reassigned.</p> <p>When the finance records of a unit employee are lost, destroyed, or delayed in conjunction with a reassignment or transfer, the Employer agrees to accept the unit employee's most recent "Earnings and Leave" statement or Standard Form 50, Notification of Personnel Action, as evidence of the proper basis for payment until the actual pay records have been reconstructed or received.</p> <p>The Leave and Earnings statement generated by DFAS for employees satisfies all current and future obligations to provide employees with a clear, fully</p>	<p>Section 3. - Employee Rights D. In the event that a unit employee's pay is not received on the established pay day, upon the unit employee's request, the Employer will request from the servicing finance office that a replacement salary be issued as soon as possible.</p> <p>Unit employees are encouraged to maintain official documents they receive related to pay and leave and to carry such documents with them when they are transferred or reassigned.</p> <p>When the finance records of a unit employee are lost, destroyed, or delayed in conjunction with a reassignment or transfer, the Employer agrees to accept the unit employee's most recent "Earnings and Leave" statement or Standard Form 50, Notification of Personnel Action, as evidence of the proper basis for payment until the actual pay records have been reconstructed or received.</p>

		understandable explanation of how each pay check was calculated.	
7)	<p>Section 3. - Employee Rights H. A unit employee will have the option to select to receive their base pay over either 21 or 26 pay periods. The last pay period election made by the unit employee will apply annually until the unit employee submits a new election. The unit employee's election for base pay is for the next school year. The base pay for a unit employee who elects payment over 26 pay periods will start on August 1 and continue through July 31.</p>	<p>Section 3. Employee Rights. H. The biweekly base pay for unit employees will be the appropriate school year salary divided by the number of pay periods, normally 21, in the school year. The biweekly base pay will be reduced by the daily rate, 1/190th of the school year salary, for each day of absence in a non-pay status occurring on a workday within a pay period.</p>	<p>Section 3. - Employee Rights H. The biweekly base pay for unit employees will be the appropriate school year salary divided by the number of pay periods, normally 21, in the school year. The biweekly base pay will be reduced by the daily rate, 1/190th of the school year salary, for each day of absence in a non-pay status occurring on a workday within a pay period.</p>

8)	<p>Section 4. - Management Rights. B. Nothing in this section shall preclude the Employer and the Association from negotiating--</p> <p>1. types, and grades of employees or positions assigned to any at the election of the Employer, on the numbers, organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;</p> <p>2. procedures which the Employer will observe in exercising any authority under this section; or</p> <p>3. appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.</p>	<p>Section 4. Management Rights. B. Nothing in this section shall preclude the Employer and the Association from negotiating --</p> <p>1. procedures which the Employer will observe in exercising any authority under this section; or</p> <p>2. appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.</p>	<p>Section 4. Management Rights. B. Nothing in this section shall preclude the Employer and the Association from negotiating --</p> <p>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;</p> <p>2) procedures which the Employer will observe in exercising any authority under this section; or</p> <p>3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.</p>
9)		<p>Section 4. Management Rights. C. Unless otherwise stated, all references to days in this Agreement are calendar days.</p>	
	FEA Article 5 – Official Time, U-2	DoDEA Article 5 Official Time, M-4	
10)	<p>Section 1. This Article sets forth the Association representatives who shall be granted official time and the amount of official time they shall be granted to perform representational duties. The number of Association</p>	<p>Section 1. This Article sets forth the amount of official time that shall be granted for representational activities. Official time must be used efficiently and in amounts that are reasonable, necessary and in the public interest.</p>	<p>Section 1. This Article sets forth the procedures for granting official time to Association representatives to perform representational activities and the granting of official time to employees.</p>

	<p>representatives and the official time used by each, as defined by this Agreement, shall be reasonable, necessary and in the public interest.</p>		
<p>11)</p>	<p>Section 2. - Faculty Representative Spokespersons. The Faculty Representative Spokesperson (FRS) at each school shall be entitled to a reasonable amount of official time to perform his/her official representational duties for the school in accordance with the following:</p> <p>A. Elementary and secondary schools with fewer than ten (10) unit employees may be entitled to an amount of official time that the Principal and the FRS agree is reasonable, necessary and in the public interest.</p> <p>B. Elementary and secondary schools with eleven to twenty-five (11-25) unit employees are authorized five (5) days per school year.</p> <p>C. Elementary schools with twenty-six plus (26+) unit employees will be authorized nine (9) days per school year.</p> <p>D. In order to minimize disruption to the education program, the use of official time specified above, if not regularly schedule, shall be requested in advance, normally three (3) workdays. Such requests shall be in writing and shall be granted absent compelling circumstances.</p> <p>E. Secondary schools with twenty-six plus (26+) unit employees are authorized one (1) instruction-free period per day.</p> <p>F. When the FRS at an elementary or secondary School in the Association’s bargaining unit is not a classroom educator, they will receive the equivalent</p>	<p>Section 2.</p> <p>A. The Association shall be allotted a bank of hours to be used during each fiscal year. During the first year of the Agreement, the Association shall be allotted one (1) hour for each authorized Full-time Equivalent (FTE) in the bargaining unit. Each year thereafter, the amount of official time provided to the Association shall be calculated based on the amount of time used during the previous fiscal year divided by the number of FTEs in the bargaining unit. It is understood that this rate shall not exceed 1 hour per FTE. At the beginning of each fiscal year, the Agency shall notify the Association of the number of official time hours granted for that fiscal year.</p> <p>B. It is understood that employees and Association representatives shall spend at a minimum three-quarters (75%) of their paid time, each fiscal year, performing Agency business or attending necessary training required by DoDEA, in order to ensure that they develop and maintain the skills necessary to perform their duties efficiently and effectively.</p>	<p>Section 2.</p> <p>A. The Association shall be allotted a bank of hours to be used during each fiscal year. During the first year of the Agreement, the Association shall be allotted one (1) hour for each authorized Full-time Equivalent (FTE) in the bargaining unit. Each year thereafter, the amount of official time provided to the Association shall be calculated based on the amount of time used during the previous fiscal year divided by the number of FTEs in the bargaining unit. It is understood that this rate shall not exceed 1 hour per FTE. At the beginning of each fiscal year, the Agency shall notify the Association of the number of official time hours granted for that fiscal year.</p> <p>B. It is understood that employees and Association representatives shall spend at a minimum three-quarters (75%) of their paid time, each fiscal year, performing Agency business or attending necessary training required by DoDEA, in order to ensure that they develop and maintain the skills necessary to perform their duties efficiently and effectively.</p>

<p>time to an FRS at school with a comparable number of unit employees.</p> <p>G. The hours in Sections A-F of this Article do not include official time provided by statute or regulation, or for Agency-initiated requests to meet with Association official(s).</p> <p>H. Attendance by an FRS in an Article 4 collaboration meeting or any similar meetings with the Employer shall not be counted against the official time in Sections A-F of this Article.</p> <p>I. Subject to mutual agreement and in lieu of official time provided herein, the parties at the local level may enter into alternative arrangements equal to the above entitlements.</p>	<p>C. Employees and Association representatives who have already used 25% official time during a fiscal year may exceed 25% to participate in negotiations and proceedings before the Federal Labor Relations Authority. Any official time that exceeds 25% will be deducted from the subsequent fiscal year's allotted bank of hours.</p> <p>D. Official time may only be used for representational activities for which official time is permitted under the Statute and may not be used for lobbying Congress, internal union business, or by Association representatives for preparing or pursuing grievances except where such use is otherwise authorized by law or regulation.</p> <p>E. An employee may use official time to:</p> <ol style="list-style-type: none"> 1. prepare for, confer with Association representatives, or present a grievance brought on the employee's own behalf, 2. appear as a witness in any grievance proceeding, or 3. challenge an adverse personnel action based on retaliation for engaging in protected whistleblower activity. 	<p>C. Employees and Association representatives who have already used 25% official time during a fiscal year may exceed 25% to participate in negotiations and proceedings before the Federal Labor Relations Authority. Any official time that exceeds 25% will be deducted from the subsequent fiscal year's allotted bank of hours.</p> <p>D. Official time may only be used for representational activities for which official time is permitted under the Statute and may not be used for lobbying Congress, internal union business, or by Association representatives for preparing or pursuing grievances except where such use is otherwise authorized by law or regulation.</p> <p>E. An employee may use official time to:</p> <ol style="list-style-type: none"> 1. prepare for, confer with Association representatives, or present a grievance brought on the employee's own behalf, 2. appear as a witness in any grievance proceeding, or 3. challenge an adverse personnel action based on retaliation for engaging in protected whistleblower activity.
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12)	<u>Section 3.</u> - National Officer, Area and District Representatives. A. The National Officer, Area-level and District-level representatives shall be granted official time for the	

<p>purpose of conducting labor management business as set forth below:</p> <p>FEA President: Full-Time official time</p> <p>Two (2) Area Representatives: Half-Time official time/Half-time LWOP</p> <p>Six (6) District Representatives: Half-Time official time/Half-Time Duty</p> <p>B. The official time in Section 3A for the Six (6) FEA District-level Representatives will be used as follows: three (3) Local Presidents in the Pacific Area and three (3) District Representatives in Europe. The Association will provide an annual notice to management of all of the individuals holding the positions in Section 3A.</p> <p>C. The Employer will provide the incoming FEA President with official PCS travel orders with sufficient time to ensure that travel from the incoming FEA President's duty station to Washington D.C. will be completed prior to August 1 of the year in which the FEA President takes office, to perform the representational functions at the National level between the parties.</p> <p>D. The FEA President will retain all benefits of full-time employment with the Employer, including his/her full-time regular rate of pay. These benefits include, but are not limited to, retirement credit, health benefits, savings plans, and educator leave.</p> <p>E. The FEA President, and the two FEA Area Directors shall retain rights to previous educational positions held and their educational positions shall</p>	
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	<p>continue to be listed on their schools' manning documents. The Employer will provide the outgoing FEA President, upon request, with official PCS travel orders to travel from Washington D.C. to the duty station where the previous educational position was held, upon leaving office as FEA President.</p> <p>F. When Association officials work with other units and/or unions outside of the Association's bargaining unit to serve the interests of the Association's bargaining unit employees, this is not considered to be cross-unit representation.</p>		
13)	<p>Section 4. - Procedures for the Use of Official Time When an Association representative leaves his/her work site for the purpose of meeting with a unit employee(s) at another work site, the representative shall notify his/her supervisor prior to leaving and shall notify the supervisor in the unit employee's work site prior to meeting with said employee to work out the necessary arrangements.</p> <p>The Association representative shall promptly report to the appropriate Employer representative the amount of official time used through the form at the end of this Article.</p>	<p>Section 3. Procedures for the Use of Official Time. A. Employees and Association representatives seeking to use official time, whether it be from the negotiated bank, Statute or other source, must request such official time in advance, for approval prior to its use except where obtaining prior approval is deemed impracticable, as determined by the Agency. The employee or Association representative will provide the Agency designee sufficient details about the use of the time so that a decision can be made as to when the time should be allowed and how many hours should be approved. Such requests will be accomplished by completing the form at the end of this Article. If the actual amount requested varies by more or less than fifteen (15) minutes, the employee or Association representative will send an e-mail to the Agency designee at the completion of the approved event. If the actual time use is to vary by more than thirty (30) minutes, the employee or Association representative will seek advance approval for the additional time before using it. Employees and Association representatives with ongoing requests of a prescribed</p>	<p>Section 3. Procedures for the Use of Official Time. A. Employees and Association representatives seeking to use official time, whether it be from the negotiated bank, Statute or other source, must request such official time in advance, for approval prior to its use except where obtaining prior approval is deemed impracticable, as determined by the Agency. The employee or Association representative will provide the Agency designee sufficient details about the use of the time so that a decision can be made as to when the time should be allowed and how many hours should be approved. Such requests will be accomplished by completing the form at the end of this Article. If the actual amount requested varies by more or less than fifteen (15) minutes, the employee or Association representative will send an e-mail to the Agency designee at the completion of the approved event. If the actual time use is to vary by more than thirty (30) minutes, the employee or Association representative will seek advance approval for the additional time before using it. Employees and Association representatives with ongoing requests of a prescribed</p>

		<p>number of hours on designated days must request approval at least once each pay period.</p> <p>B. In addition to requesting advanced supervisory permission to take official time, when an Association representative leaves his/her work site while on official time for the purpose of meeting with a unit employee(s) at another work site, the representative shall notify his/her supervisor prior to leaving. The Association representative will also notify the supervisor at the other worksite before arriving. If the visit would unduly interfere with work requirements, the supervisor shall establish another time at which the Association representative can visit the site.</p>	<p>number of hours on designated days must request approval at least once each pay period.</p> <p>B. In addition to requesting advanced supervisory permission to take official time, when an Association representative leaves his/her work site while on official time for the purpose of meeting with a unit employee(s) at another work site, the representative shall notify his/her supervisor prior to leaving. The Association representative will also notify the supervisor at the other worksite before arriving. If the visit would unduly interfere with work requirements, the supervisor shall establish another time at which the Association representative can visit the site.</p>
14)		<p>Section 4. Accounting for Official Time. Employees and Association representatives are responsible for ensuring the appropriate time codes and amount of official time used is accurately recorded on their timesheet, using the following codes:</p> <ul style="list-style-type: none"> A. BA- Term negotiations B. BB- Mid-term negotiations C. BD- General labor management relations D. BK- Dispute Resolution proceedings before the FLRA 	<p><u>Section 4. Accounting for Official Time. Employees and Association representatives are responsible for ensuring the appropriate time codes and amount of official time used is accurately recorded on their timesheet, using the following codes:</u></p> <ul style="list-style-type: none"> <u>A. BA- Term negotiations</u> <u>B. BB- Mid-term negotiations</u> <u>C. BD- General labor management relations</u> <u>D. BK- Dispute Resolution proceedings before the FLRA</u>
15)	<p><u>Section 5. FEA At Large Officers</u> The official time and benefits in Sections 3 A, D of this Article for the FEA President will be provided regardless of whether the person is a member of the bargaining unit or another bargaining unit affiliate with FEA.</p>		
16)			

	<p><u>Section 6.</u> The FEA President may request to be placed on official time in a pay status for up to twenty (20) days during the summer break to perform representational duties for the Association.</p>		
17)	<p><u>Section 7.</u> Travel for Representation When travel is required to meet with Employer officials, the Association representative on official time will receive government travel orders. Travel expenses will be paid in accordance with the JTR.</p>		

18)	<p>Section 8. Training.</p> <p>The Association shall be entitled to two (2) full workdays during the first school year of this Agreement and two (2) full workdays for each school year thereafter that this Agreement is in effect to conduct workshops or otherwise train Association representatives concerning labor-management relations and this Agreement.</p> <p>For such training, the Association shall be entitled to one (1) representative per school with one to twenty-five (25) unit employees and two (2) representatives per school with twenty-six (26) or more unit employees. In schools with seventy-five (75) or more unit employees, the Association may be entitled to one (1) additional representative for said training.</p> <p>During the first year after this Agreement goes into effect, each bargaining unit member of the Association's negotiation team, upon request, shall be authorized thirty (30) days of official time to conduct unit-wide training programs for unit employees.</p> <p>When official travel is required to conduct unit-wide training programs, each bargaining unit member of the Association's negotiation team receiving official time for the training will receive government travel orders. Travel expenses will be paid in accordance with the JTR</p>		

19)	Official Time Form	Official Time Form	Official Time Request Form - Agency form
FEA Article 11 Reduction-in-Force, U-5			
20)	Section 5. - Competitive Area Competitive Area will be an entire Area of the Employer. In the Association's bargaining unit, there is the Europe Area and the Pacific Area.	Section 5. Competitive Area. The competitive area for any RIF is defined as all employees of a local school system located on a military installation. When there are schools on more than one military installation under the administration of one Superintendent, the schools on each military installation form a separate competitive area unless they are in the same commuting area, in which case they form one competitive area.	Section 5. - Competitive Area Competitive Area for any RIF shall be defined as all employees in the district.

21)	<p>Section 7. - Retention Registers In accordance with the requirements of 10 U.S.C. 1597, unit employees will be ranked on a retention register using the latest performance appraisal rating of record. No performance appraisal rating of record issued prior to the effective date of this Agreement shall be used for this Article.</p> <p>The following retention factors (in order of priority) determine the placement on the RIF retention register:</p> <ol style="list-style-type: none"> 1. Rating of record; 2. Tenure group; 3. Average Score; 4. Veteran’s preference; and 5. DoD service computation date (SCD) for RIF 	<p>Section 7. Retention Registers / Retention Priority. In implementing the requirements of 10 U.S.C. 1597, the Secretary has determined that employees will be ranked on a retention register based on periods of assessed performance as a primary factor as determined in one of the following categories.</p> <ol style="list-style-type: none"> a. Employees with a period of assessed performance of less than twelve (12) months and b. Employees with a period of assessed performance of twelve (12) months or more. <p>Within each category described above, the following retention factors (in order of priority) determine the placement on the RIF retention register:</p> <ol style="list-style-type: none"> 1. Rating of record; 2. Tenure group; 3. Average score; 4. Veteran’s preference; and 5. DoD service computation date (SCD) for RIF 	<p>Section 7. Retention Registers / Retention Priority. In implementing the requirements of 10 U.S.C. 1597, the Secretary has determined that employees will be ranked on a retention register based on periods of assessed performance as a primary factor as determined in one of the following categories.</p> <ol style="list-style-type: none"> a. Employees with a period of assessed performance of less than twelve (12) months and b. Employees with a period of assessed performance of twelve (12) months or more. <p>Within each category described above, the following retention factors (in order of priority) determine the placement on the RIF retention register:</p> <ol style="list-style-type: none"> 6. Rating of record; 7. Tenure group; 8. Average score; 9. Veteran’s preference; and DoD service computation date (SCD) for RIF

	The retention register will be prepared from current retention records of employees. To provide adequate time to determine employee retention standing, only that information that is available at least ninety (90) days prior to the scheduled issuance of RIF notices may be used, except to correct errors in the record that are discovered prior to the effective date of the RIF.	The retention register will be prepared from current retention records of employees. To provide adequate time to determine employee retention standing, only that information that is available at least ninety (90) calendar days prior to the scheduled issuance of RIF notices may be used, except to correct errors in the record that are discovered prior to the effective date of the RIF.	The retention register will be prepared from current retention records of employees. To provide adequate time to determine employee retention standing, only that information that is available at least ninety (90) calendar days prior to the scheduled issuance of RIF notices may be used, except to correct errors in the record that are discovered prior to the effective date of the RIF.
22)	Section 7. - Retention Registers B. Veterans Preference. Within each tenure group described in Section 7a above, competing employees shall be classified on the retention register based upon veteran preference in accordance with the priority order of retention factors as Subgroup AD (preference eligibles who have a service-connected disability of thirty (30) percent or more; Subgroup A (preference eligible employees not included in subgroup AD), or Subgroup B (non-preference eligible employees).	Section 7. Retention Registers / Retention Priority. B. Veteran preference. Within each tenure group described in Section 7.a. above, competing employees shall be classified on the retention register based upon veteran preference in accordance with the priority order of retention factors established by the Secretary above as Subgroup AD (preference eligible who have a service-connected disability of thirty (30) percent or more); Subgroup A (preference eligible employees not included in subgroup AD), or Subgroup B (non-preference eligible employees).	Section 7. Retention Registers / Retention Priority. B. Veteran preference. Within each tenure group described in Section 7.a. above, competing employees shall be classified on the retention register based upon veteran preference in accordance with the priority order of retention factors established by the Secretary above as Subgroup AD (preference eligible who have a service-connected disability of thirty (30) percent or more); Subgroup A (preference eligible employees not included in subgroup AD), or Subgroup B (non-preference eligible employees).
	FEA Article 12 Grievance Procedure, U-3	DoDEA Article 12 Grievance Procedure, M-7	
23)	Section 2. C. This procedure shall not apply to any grievance concerning: <ul style="list-style-type: none"> (1) any claimed violation of Subchapter III of Chapter 73, Title 5 U.S.C. relating to prohibited political activities) (2) retirement, life insurance, or health insurance; (3) a suspension or removal under Section 7532 of Title 5 U.S.C.; 	Section 2. Applicability. C. This procedure shall not apply to any grievance concerning: <ul style="list-style-type: none"> 1. any claimed violation of Subchapter III of Chapter 73, Title 5 U.S.C. (relating to prohibited political activities) 2. retirement, life insurance, or health insurance; 3. a suspension or removal under Section 7532 of Title 5 U.S.C.; 	Section 2. Applicability. C. This procedure shall not apply to any grievance concerning: <ul style="list-style-type: none"> 1. any claimed violation of Subchapter III of Chapter 73, Title 5 U.S.C. (relating to prohibited political activities) 2. retirement, life insurance, or health insurance; 3. a suspension or removal under Section 7532 of Title 5 U.S.C.;

	<p>(4) any examination, certification or appointment;</p> <p>(5) the classification of any position which does not result in the reduction in grade or pay of an employee;</p> <p>(6) an advance notice as provided in Articles 13 and 14 until a decision has been issued;</p> <p>(7) termination of trial period employees;</p> <p>(8) termination or expiration of temporary appointments; and</p>	<p>4. any examination, certification or appointment;</p> <p>5. the classification of any position which does not result in the reduction in grade or pay of an employee;</p> <p>6. an advance notice or final decision as provided in Articles 13 and 14;</p> <p>7. termination of trial period employees;</p> <p>8. termination or expiration of temporary appointments;</p> <p>9. non-selection for promotion or transfer from lists of properly ranked eligible;</p>	<p>4. any examination, certification or appointment;</p> <p>5. the classification of any position which does not result in the reduction in grade or pay of an employee;</p> <p>6. an advance notice as provided in Articles 13 and 14;</p> <p>7. termination of trial period employees;</p> <p>8. termination or expiration of temporary appointments;</p>
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	<p>(9) oral admonishments.</p>	<p>10. oral admonishments;</p> <p>11. granting or failing to grant incentive pay or the amount of the incentive pay (including cash awards, and recruitment, retention or relocation payments);</p> <p>12. alleged violations of law, rule, or regulation for which options for redress are otherwise provided in statute or Government-wide regulations (e.g., EEO, adverse actions, debt collections, etc.);</p> <p>13. anticipatory grievances (e.g., “Goodbye” grievances); and</p>	<p>10. oral admonishments;</p>
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14. performance ratings.

24) Section 3.

Section 3. Types of Grievances.

Section 3. Types of Grievances.

<p>A unit employee may present a grievance on the employee's own behalf under this procedure provided that the Association is given the opportunity to be present during the grievance proceeding.</p> <p>The Employer shall send the Association District-level Representative where the employee is assigned a copy of the grievance within one (1) week of filing. Any resolution reached with the unit employee shall be consistent with the terms of this Agreement.</p>	<p>A. Individual Grievance - A unit employee may present a grievance on his/her own behalf under this procedure provided that the Association is given the opportunity to be present during the grievance proceeding. Any resolution reached with the unit employee shall be consistent with the terms of this Agreement. Grievances previously filed as individual grievances may not be refiled as (or covered by) a group or an Association grievance. Similarly, grievants covered by a group or Association grievance may not subsequently file an individual grievance on the same issue if the employee is covered by a group or Association grievance. An employee's claim may be addressed through only one type of grievance and it will be the type filed first.</p> <p>B. Group Grievance – When a group of unit employees has an identical grievance, it will be considered as an individual grievance or one of unit employee and will be processed as a single grievance. An identical grievance is one which is due to the same event, had the same effect on the employees, and calls for the same remedy. All unit employees electing to join in the grievance must be identified and must sign the grievance at the state it is put in writing. There will be only one (1) Association representative for the group, if they choose to be represented by the Association. The final grievance decision will apply to all members of the group and each member of the group shall receive one (1) copy of the final decision. A grievance previously filed as a group grievance may not be refiled as or covered by an Association grievance.</p> <p>C. Association Grievance – The Association may file a grievance to enforce its own institutional rights (e.g., official time requests for Association representatives),</p>	<p>A. Individual Grievance – A unit employee may present a grievance on the employee's own behalf under this procedure provided that the Association is given the opportunity to be present during the grievance proceeding. The Employer shall send the Association District-level Representative where the employee is assigned a copy of the grievance within one (1) week of filing. Any resolution reached with the unit employee shall be consistent with the terms of this Agreement.</p> <p>An employee's claim may be addressed through only one type of grievance. Once the concern is resolved (e.g., remedy granted, matter dismissed by an arbitrator, matter no longer timely or grievable), it cannot be refiled (even under a different category of grievance).</p> <p>B. Group Grievance - One grievance filed on behalf of a group of employees where the alleged violation involves more than one employee on the same issue. All unit employees electing to join in the grievance must be identified and must sign the grievance at the state it is put in writing. There will be only one (1) Association representative for the group, if they choose to be represented by the Association. The final grievance decision will apply to all members of the group and each member of the group shall receive one (1) copy of the final decision</p> <p>C. Association Grievance – A grievance filed by the Association to enforce its own institutional rights (e.g., official time requests for Association representatives) or over the interpretation and application of this Agreement.</p> <p>D. Employer Grievance – The Employer may file a grievance to enforce its own institutional rights or over the interpretation and application of this Agreement.</p>
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		<p>the rights of its unit employees, or over the interpretation and application of this Agreement. When filed on behalf of two (2) or more employees, the grievance must be due to the same event, have had the same effect on the covered employees, and call for the same remedy. If not, such complaints are to be filed as individual grievances that may be consolidated only by mutual consent of the Employer and the Association.</p> <p>D. Employer Grievance – The Employer may file a grievance to enforce its own institutional rights or over the interpretation and application of this Agreement and/or the conduct of the Association as an institution.</p>	
25)	<p><u>Section 4.</u></p> <p>Step 1 - Informal The parties agree that informal resolution of employees' grievances is desirable. To this end, unit employee(s) and/or their Association representative(s) should present any grievance informally to the supervisor prior to reducing a grievance to writing. Such informal presentation should take place within seven (7) calendar days of the act or incident giving rise to the grievance. The supervisor should arrange for a meeting within five (5) calendar days of the presentation of the informal grievance to fully discuss the matter and to attempt informal resolution.</p> <p>Step 2 - Formal A. Notwithstanding the provisions of Step 1 above, the unit employee or his/her Association representative must present the grievance, in writing, to the appropriate supervisor within fifteen (15) calendar days of the act or incident giving rise to the grievance.</p>	<p><u>Section 4. Individual and Group Grievance Process.</u></p> <p>Step 1 – Informal The Parties agree that informal resolution of employees' grievances is desirable. To this end, unit employee(s) filing individual or group grievances and/or their Association representative(s) should present any grievance informally to the supervisor prior to reducing a grievance to writing. Such informal presentation should take place within seven (7) calendar days of the act or incident giving rise to the grievance. The supervisor/designee should arrange for a meeting within five (5) calendar days of the presentation of the informal grievance to fully discuss the matter and to attempt informal resolution.</p> <p>Step 2 – Formal A. Notwithstanding the provisions of Step 1 above, all individual and group grievances, including those filed by the Association on behalf of employees, must present the grievance, in writing, to the appropriate supervisor within fifteen (15) calendar days of the act</p>	<p><u>Section 4 – Individual and Group Grievances</u></p> <p>Status Quo from 1989-CBA</p>

<p>The grievance shall be in the format described at the end of this Article.</p> <p>B. 1. The Principal shall issue a written decision within seven (7) calendar days from the date the written grievance was received by the Principal. The decision will be sent to the grievant and the grievant's representative, if any.</p>	<p>or incident giving rise to the grievance. The grievance shall be in the format described at the end of this Article and include the following:</p> <ol style="list-style-type: none"> 1. Grievant's name, job title, and school; 2. Association representative's name, if used; 3. Date, time, and place of event being grieved; 4. Date employee became aware of the event being grieved; 5. Detailed narrative description of grievance facts explaining how the employee was harmed, the period of time of the alleged violation, and support for pecuniary claims, if any; 6. Articles and Sections of the Negotiated Agreement, law, regulation, or policy alleged to have been violated; 7. Proposed solution to remedy the grievance; and 8. Documents that support the grievance allegations. <p>B. The Principal/designee may issue a written decision within seven (7) calendar days from the date the written grievance was received by the Principal/designee. Such decision, if provided, shall be transmitted to the grievant and the grievant's representative, if any.</p>
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<p>2. The grievant or his/her Association representative shall have ten (10) calendar days after the receipt of the Principal's written decision to advance the grievance to the next level. If the grievant has not received a written decision from the Principal within seven (7) calendar days, then the grievant may advance the grievance to Step Three of this procedure within ten (10) calendar days after the seven (7) day period ends.</p> <p>Step 3 - Review</p> <p>A. When the grievance has not been resolved at Step Two, the grievant or his/her Association representative may submit his/her Step Three grievance to the Principal within ten (10) calendar days from the date the Principal's written decision was received. In addition to the information submitted under Step Two, the grievant must include a statement as to why the Principal's decision is unacceptable. Within two (2) working days following receipt of the Step Three grievance, the Principal shall forward the grievance and a copy of his/her Step Two decision to the DoDEA Area-level Director, with a copy of the forwarding letter to the grievant.</p> <p>B. A review of the Step Three grievance will be completed and a final decision rendered within twenty (20) days from its receipt. The written decision shall set forth the reasons for the decision and shall</p>	<p>C. The grievant or his/her Association representative shall have ten (10) calendar days after the receipt of the Principal's/designee's written decision to advance the grievance to the next level. If the grievant has not received a written decision from the Principal/designee within the seven (7) calendar days heretofore referred to, then the grievant may advance the grievance to Step Three of this procedure within ten (10) calendar days after the seven (7) day period has elapsed.</p> <p>Step 3 – Review</p> <p>A. When the grievance has not been resolved at Step Two, the grievant or his/her Association representative may submit his/her grievance to the designated Area/Regional management official within ten (10) calendar days from the date he/she received the Principal's/designee's written decision. In addition to the information submitted under Step Two, the grievant must include a copy of the Step Two decision, if any, and a statement as to why the Principal's/ designee's decision is unacceptable.</p> <p>B. Upon receipt of the grievance for consideration at the regional office, the regional review may be completed and a final decision rendered within (20) twenty days from its receipt. Such decision, if</p>
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	<p>immediately be sent to the grievant and the grievant's Association representative, if any. A complete copy of the case file will immediately be sent to the appropriate FEA Area Director or designee and the appropriate FEA Uniserv Director.</p>	<p>provided, shall be in writing and set forth the reasons for the decision. The written decision shall be immediately transmitted to the grievant or the Association representative, as appropriate.</p>	
<p>26)</p>	<p>Section 5.</p> <p>E. Upon receipt of an Association or Employer grievance, the Association or Employer, as appropriate, shall review, investigate, and electronically send a written final decision within thirty (30) calendar days.</p>	<p>Section 5. Association and Employer Grievance Process.</p> <p>D. Upon receipt of an Association or Employer grievance, the Association or Employer, as appropriate, may review, investigate, and furnish a written final decision within thirty (30) calendar days.</p> <p>E. Grievances filed under this Section must contain sufficiently detailed information for the responding Party to have a reasonable opportunity to resolve the dispute and at a minimum contain:</p> <ol style="list-style-type: none"> 1. A detailed description of the event giving rise to the grievance, i.e., dates, names, places, and the harm suffered; 2. A listing of all laws, regulations, Agreement provisions, past practices or other enforceable obligations alleged to have been violated with a narrative explanation regarding each alleged violation; 	<p>Section 5 – Association and Employer Grievances</p> <p>Upon receipt of an Association or Employer grievance, the Association or Employer, as appropriate, shall review, investigate, and furnish a written final decision within thirty (30) calendar days.</p> <p>Grievances filed under this Section must contain sufficiently detailed information for the responding Party to have a reasonable opportunity to resolve the dispute. Grievants are encouraged the Grievance Form, modified as appropriate.</p> <p>Should the Association's or Employer's final decision not be satisfactory, arbitration may be invoked by the appropriate party.</p>

	<p>F. Should the Association's or Employer's final decision not be satisfactory, arbitration may be invoked by the appropriate party.</p>	<p>3. Statement of the remedy requested to correct the alleged violation;</p> <p>4. The name of the designated Association/Management representative with his/her email address, telephone number, mailing address, and title.</p>	<p>5.</p>
<p>27)</p>	<p>Section 6. - Arbitration.</p> <p>A. Should either the Employer or the Association be dissatisfied with the final decision of the other party in a grievance covered by this Agreement, the party (Association or Employer) that brought the grievance may proceed to arbitration.</p> <p>B. Arbitration may be invoked only by the submission of the appropriate Federal Mediation and Conciliation Service (FMCS) form by the grieving party to the other party within sixty (60) calendar days after the date of the receipt of the grievance case file.</p> <p>Not later than five (5) days after receipt, the FMCS form shall be forwarded to the FMCS for referral of an arbitration panel.</p> <p>C. The parties requests to the FMCS for arbitration panels under this negotiated grievance procedure will include the following requirements: the arbitrator must</p>	<p>Section 6. Arbitration.</p> <p>A. Should either the Employer or the Association be dissatisfied with the final decision of the other Party in a grievance covered by this Agreement, the Party (Association or Employer) that brought the grievance may proceed to arbitration. The grieving Party may not raise for the first time arguments at arbitration that were not first raised and fully detailed in earlier steps of the grievance procedure. Consequently, the grieving Party may not submit documents or evidence at the hearing without having presented them to the responding Party prior to the invocation of arbitration.</p> <p>B. Arbitration may be invoked only by the submission of the appropriate Federal Mediation and Conciliation Service (FMCS) form by the grieving Party to the other Party within thirty (30) calendar days after the date the final decision was either due from the responding Party or was received by the grieving Party, whichever is earlier. Each Party will notify the other its official the FMCS form should be sent to.</p> <p>Not later than five (5) days after the earlier of receipt or due date, the FMCS form shall be forwarded to the FMCS for referral of an arbitration panel. Normally,</p>	<p>Section 6. Arbitration.</p> <p>A. Should either the Employer or the Association be dissatisfied with the final decision of the other Party in a grievance covered by this Agreement, the Party (Association or Employer) that brought the grievance may proceed to arbitration.</p> <p>B. Arbitration may be invoked only by the submission of the appropriate Federal Mediation and Conciliation Service (FMCS) form by the grieving Party to the other Party within thirty (30) calendar days after the date the final decision was either due from the responding Party or was received by the grieving Party, whichever is earlier. Each Party will notify the other its official the FMCS form should be sent to.</p> <p>Not later than five (5) days after the earlier of receipt or due date, the FMCS form shall be forwarded to the FMCS for referral of an arbitration panel.</p>

<p>be a member of the American Arbitration Association (AAA), the arbitrator must have Federal Sector experience (either as a Federal employee or arbitration decisions). In addition, for arbitration panel requests under Section 5, the Arbitrator must be from the Washington Metropolitan Area. The Association will certify on the arbitration panel request that these requirements have been jointly agreed upon.</p> <p>D. Normally, within fifteen (15) days after either party requests to select an arbitrator, the parties will select an arbitrator by alternately striking names from the referral with the name of the last arbitrator becoming the selection. The moving party shall strike the first name.</p> <p>F. With the consent of both parties, more than one arbitration case may be consolidated for review by the same arbitrator.</p> <p>G. If the parties fail to agree on a joint submission of the issue(s) for arbitration, each party shall submit their proposed issue(s) for arbitration, and the arbitrator shall determine the issue or issues to be heard.</p>	<p>within five (5) calendar days after receipt of an FMCS referral, the Party who invoked arbitration (“moving Party”) shall contact the other Party to schedule a mutually agreeable time for arbitrator selection. Unless mutually agreed otherwise, the FMCS will be requested to provide a list of seven (7) arbitrators who will be attorneys with practices within the Washington, DC metropolitan area with Federal sector arbitration experience and members of the FMCS or American Arbitration Association panels and the National Academy of Arbitrators. The Parties will select an arbitrator by alternately striking names from the referral with the name of the last arbitrator becoming the selection. The moving Party shall strike the first name. Absent mutual agreement, arbitrator selection must be completed within twenty (20) calendar days after the Parties’ receipt of the panel from the FMCS.</p> <p>D. With the consent of both Parties, more than one arbitration case may be consolidated for review by the same arbitrator. Any hearing for cases that arise under this Agreement that are not scheduled within six (6) months from the date of invocation will be considered withdrawn. The hearing may be held beyond the six (6) month window provided the hearing was scheduled within six (6) months of invocation. The six (6) month timeframe may only be extended by mutual agreement.</p> <p>E. If the Parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue(s) to be heard. However, in no case may the arbitrator adopt an issue statement that is broader than</p>	<p>C. Normally, within five (5) calendar days after receipt of an FMCS referral, the Party who invoked arbitration (“moving Party”) shall contact the other Party to schedule a mutually agreeable time for arbitrator selection. Unless mutually agreed otherwise, the FMCS will be requested to provide a list of seven (7) arbitrators who will be attorneys with practices within the Washington, DC metropolitan area with Federal sector arbitration experience and members of the FMCS or American Arbitration Association panels and the National Academy of Arbitrators. The Parties will select an arbitrator by alternately striking names from the referral with the name of the last arbitrator becoming the selection. The moving Party shall strike the first name. Absent mutual agreement, arbitrator selection must be completed within twenty (20) calendar days after the Parties’ receipt of the panel from the FMCS.</p> <p>D. With the consent of both parties, more than one arbitration case may be consolidated for review by the same arbitrator. Any hearing for cases that arise under this Agreement (or was invoked under the prior CBA, but is still pending scheduling) that are not scheduled within twelve (12) months from the date of invocation (or, for the prior-CBA cases, not scheduled within 12 months from the effective date of this Agreement) will be considered withdrawn. The hearing may be held beyond the twelve (12) month window provided the hearing was scheduled within twelve (12) months of invocation., the twelve (12) month timeframe was extended by mutual agreement, or the moving party can demonstrate they exercised due diligence in attempting to schedule within the 12 months.</p>
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	<p>H. Arbitration hearings under Section 5 of this Article will normally be at the school site, unless the Employer decides otherwise. Hearings for grievances filed under Section 5 of this Article will alternate between Employer and Association headquarters, unless the parties agree otherwise on a case-by-case basis.</p>	<p>the allegations and facts contained in the original grievance or any subsequent narrowing of the grievance. This includes expanding a remedy to cover employees not covered by the original grievance or subsequent narrowing of it. A conference call with the arbitrator will be held in order to raise threshold issues and set briefing schedules when hearings are bifurcated, submit stipulations of facts, etc. If either Party declares a grievance non-arbitrable or non-grievable, the merits portion of the grievance will be placed in abeyance and the arbitrator will issue a decision on the threshold issue of grievability and/or arbitrability based on the written briefs. The arbitrator's hearing will normally be at the school site in the case of individual and group grievances unless the Employer decides otherwise.</p> <p>F. The hearing for Association and Employer grievances will normally be held in DoDEA Headquarters with school-site witnesses participating by video or tele-conference unless the Employer decides otherwise. The Party invoking arbitration will have the burden of proof and will present its case first, except in disciplinary actions in which case the Employer will present its case first, unless the burden of proof is established by law or Government-wide regulation.</p>	<p>E.If the Parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue(s) to be heard.</p> <p>A conference call with the arbitrator will be held in order to raise threshold issues and set briefing schedules when hearings are bifurcated, submit stipulations of facts, etc. If either Party declares a grievance non-arbitrable or non-grievable, the merits portion of the grievance will be placed in abeyance and the arbitrator will issue a decision on the threshold issue of grievability and/or arbitrability.</p> <p>F.The arbitration hearing for an Individual or Group grievance will normally be at the school site, unless the Employer decides otherwise.</p> <p>The arbitration hearing for an Association and Employer grievance will normally be held in DoDEA Headquarters, with witnesses not from DoDEA Headquarters participating by video or tele-conference, if practical and acceptable to the Arbitrator.</p> <p>The Party invoking arbitration will have the burden of proof and will present its case first, except in disciplinary actions in which case the Employer will present its case first, unless the burden of proof is established by law or Government-wide regulation.</p>
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<p>I. All unit employees who are participants, including witnesses, in the hearing shall be in a duty status and, in the event the hearing is not held at a site within commuting distance, participants, including witnesses, shall be provided with official TDY travel orders and lodging in accordance with appropriate travel regulations.</p> <p>J. Unit employee Association representatives who are in the area because of other Association business are excluded from the provisions in Section 6.I. of this Article. Each party may recommend witnesses by providing the full name and address, a statement setting forth the expected testimony, and an explanation of relevance of the testimony to the issue. Based on this information, the arbitrator shall determine the witnesses to provide testimony.</p> <p>L. The arbitrator's authority will be limited only to the issue involved, subject to section 6. G of this Article.</p>	<p>G. All unit employees who are witnesses in the hearing shall be in a duty status provided the witnesses would otherwise be in a duty status.</p> <p>H. Each Party may recommend witnesses by providing the full name and address, a statement setting forth the expected testimony, and an explanation of relevance of the testimony to the issue. Based on this information, the arbitrator shall determine the witnesses to provide testimony.</p> <p>J. The arbitrator's authority will be limited only to the issue involved, and his decision must not involve</p>	<p>G. All unit employees who are witnesses in the hearing shall be in a duty status.</p>
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<p>The arbitrator's award will be binding on both parties unless an exception to the award is filed in accordance with the Federal Service Labor-Management Relations Statute.</p> <p>M. Upon mutual consent of the parties, any dispute over the application of an arbitrator's award shall be remanded to the arbitrator for settlement. Arbitrators</p>	<p>violation of law or governing regulations. The arbitrator's award will be binding on both Parties unless an exception to the award is filed in accordance with the Federal Service Labor-Management Relations Statute. An arbitrator may retain jurisdiction only to resolve disputes concerning back pay calculations, award of attorney fees, and clarifying his/her decision for the employee(s) covered by the original grievance for a period of not more than thirty (30) days after his/her initial award. In such cases, all initial awards shall become final on the 31st day. The arbitrator's final decision will render him/her functus officio, for purposes of that dispute, absent remand from an appropriate authority or by agreement of the Parties. If the arbitrator decides to issue an interim decision, he/she shall only be reimbursed for the cost of travel and per diem and one hearing day at that time. Full payment will be delayed until the arbitrator's final decision is issued. If the arbitrator decides that he/she needs to interact with the Parties during the period of retained jurisdiction, it will be done only via a telephone conference call and the arbitrator will be compensated on an hourly basis (one-eighth of his/her advertised daily rate) for each hour or portion of an hour the call consumes. Moreover, this involvement by an arbitrator is limited to him/her making a decision on a specific dispute, not monitoring the implementation activity of either Party. Similarly, the arbitrator is not empowered to rule on whether a Party is complying with his/her award; enforcement of an award must be pursued via an Unfair Labor Practice charge with the Federal Labor Relations Authority or a new grievance.</p> <p>K. Upon mutual consent of the Parties, any dispute over the application of an arbitrator's award shall be remanded to the arbitrator for settlement.</p>	<p>The arbitrator's authority will be limited only to the issue involved, subject to section 6. E of this Article. The arbitrator's award will be binding on both parties unless an exception to the award is filed in accordance with the Federal Service Labor-Management Relations Statute.</p> <p>Upon mutual consent of the Parties, any dispute over the application of an arbitrator's award shall be remanded to the arbitrator for settlement.</p>
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<p>shall retain jurisdiction over an award until the award has been fully implemented, unless the parties mutually agree otherwise.</p> <p>O. The cost for arbitration shall be borne equally by the Association and the Employer. Arbitration costs will include the arbitrator's fee, FMCS form fee, travel, per diem, mailing costs, and the costs of the transcript of the hearing where mutual agreement was reached on sharing said costs or where the arbitrator requests a transcript. It is further agreed that if one party obtains a transcript at its own cost, the other party shall not be entitled to receive or obtain said transcript or a copy thereof unless it is provided to the arbitrator.</p>	<p>M. The cost for arbitration shall be borne equally by the Association and the Employer. Arbitration costs will include the fee, travel, and per diem for the arbitrator, and the costs of the transcript of the hearing where mutual agreement was reached on sharing said costs or where the arbitrator requests a transcript. It is further agreed that if one Party obtains a transcript at its own cost, the other Party shall not be entitled to receive or obtain said transcript or a copy thereof unless it is provided to the arbitrator.</p> <p>O. Copies of all documents, including a certificate of service, filed with the arbitrator at any stage of the arbitration proceeding will be simultaneously served on the other Party.</p> <p>P. The Parties agree to schedule all grievances pending arbitration as of the date this Agreement becomes effective for a hearing no later than six (6) months from the effective date of this Agreement. They will meet within the first thirty (30) days of this Agreement to assign them to arbitrators and select hearing dates. Any cases the Association refuses to schedule during that time or other mutually agreeable</p>	<p>M. The cost for arbitration shall be borne equally by the Association and the Employer. Arbitration costs will include the fee, travel and per diem for the arbitrator, and the costs of the transcript of the hearing where mutual agreement was reached on sharing said costs or where the arbitrator requests a transcript. It is further agreed that if one Party obtains a transcript at its own cost, the other Party shall not be entitled to receive or obtain said transcript or a copy thereof unless it is provided to the arbitrator.</p> <p>O. Copies of all documents, including a certificate of service, filed with the arbitrator at any stage of the arbitration proceeding will be simultaneously served on the other Party.</p>
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		<p>time will be moot and incapable of refiling or coverage under subsequently filed grievances.</p> <p>Q. Neither Party may submit a pre-hearing brief except upon the specific request of the arbitrator or by mutual consent of the Parties.</p>	<p>Q. Neither Party may submit a pre-hearing brief except upon the specific request of the arbitrator or by mutual consent of the Parties.</p>
28)	<p>Section 7. - General Provisions.</p> <p>A. Group Grievance</p> <p>When a group of unit employees has an identical grievances it will be considered as an individual grievance in the name of one unit employee and will be processed as a single grievance in the name of the unit employee designated by the others to act for them. All unit employees electing to join in the grievance must be identified and must sign the grievance at the stage it is put in writing. There will be only one (1) Association representative for the group. The final grievance decision will apply to all members of the group and each member of the group shall receive one (1) copy of the final decision.</p> <p>B. Time limits</p> <p>1. The time periods in this Article shall be tolled during all recess periods in excess of four (4) days. In the event of a government furlough/shutdown, the time periods shall be tolled from the start of the furlough/shutdown until five (5) days after the end of the furlough/shutdown to allow for schools and the Employer to return to normal functions.</p> <p>4. To be considered timely under the procedure, those grievances resulting from a one-time act or decision must be presented within fifteen (15)</p>	<p>Section 7. General Provisions.</p> <p>A. Time Limits</p> <p>1. To be considered timely under the procedure, those grievances resulting from a one-time act or decision must be presented</p>	<p>Section 7. General Provisions.</p> <p>A. Time Limits</p> <p>1. To be considered timely under the procedure, Individual or Group grievances resulting from a one-time act or decision must be presented within fifteen (15) calendar days after the grievant knew or should have known about the act or specific incident giving rise to the individual or group grievance. Similarly, to be considered timely, those Association or Agency grievances resulting from a one-time act or specific incident must be presented within forty-five (45) calendar days after the Association or Employer (as appropriate) knew or should have known about the act or specific incident giving rise to Association or Employer grievances. Those grievances resulting from continuing conditions may be presented at any time.</p>

<p>calendar days after the act or specific incident giving rise to the grievance comes to the attention of the grievant. Those grievances resulting from continuing conditions may be presented at any time.</p> <p>3. Except as provided in (5) below, failure of the responding party to observe the time limits shall entitle the moving party to advance the grievance to the next step.</p> <p>5. Both parties agree to make a maximum effort to comply with the time limits established in the grievance procedure. Failure to comply with established time limits because of unavoidable delays such as postal problems, school recesses, vacation schedules, etc., will not serve as a basis for either party to file a grievance under this grievance procedure, or to reject a grievance as untimely filed.</p>	<p>within fifteen (15) calendar days after the grievant knew or should have known about the act or specific incident giving rise to individual or group grievances. Similarly, to be considered timely, those grievances resulting from a one-time act or specific incident must be presented within forty-five (45) calendar days after the Association or Employer (as appropriate) knew or should have known about the act or specific incident giving rise to Association or Employer grievances. Those grievances resulting from continuing conditions may be presented at any time. Absent a non-discretionary statutory or regulatory requirement to the contrary, any back pay remedy will be limited to the period beginning no earlier than the date the grievance was filed.</p> <p>3. Failure of the responding Party to observe the time limits shall entitle the moving Party to advance the grievance to the next step. The failure of the moving Party to present a grievance within the prescribed time limits of this Article, including arbitration, shall be considered as a waiver of the grievance and issue(s) grieved. In such cases, grievances shall be closed absent written mutual Agreement between the Parties at the National level to continue processing the grievance.</p> <p>E. The Employer will not be required to provide the Association reports of grievances filed or access to the Employer's grievance database. Employees who</p>	<p>Failure of the responding Party to observe the time limits shall entitle the moving Party to advance the grievance to the next step if the moving Party chooses to move the grievance. The failure of the moving Party to present a grievance or move a grievance to the next step after receiving a response within the prescribed time limits of this Article, including arbitration, shall be considered as a waiver of the grievance and issue(s) grieved. In such cases, grievances shall be closed absent written mutual Agreement between the Parties at the National level to continue processing the grievance.</p>
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	<p>E. Notwithstanding the provisions of this Article, any action taken under Article 13 or a removal under Article 14 of this Agreement may be grieved under Article 12 of the Agreement within fifteen (15) calendar days after receipt of the final decision on the proposed action. Grievances of this nature may be filed at the Regional level by the Association or the affected unit employee.</p> <p>F. A unit employee may challenge a rating of Fully Successful or commendable (or equivalent ratings) under this grievance procedure, except that such challenge shall not be subject to the arbitration provisions set forth in section 6 of this Article.</p>	<p>file grievances without Association representation are responsible for providing the Association a copy of their grievances no later than at the time they are filed with the Employer.</p>	<p>A unit employee may challenge a rating of Fully Successful or commendable (or equivalent ratings) under this grievance procedure, except that such challenge shall not be subject to the arbitration provisions set forth in section 6 of this Article.</p>
29)	<p>Section 8. Attorney's Fees.</p> <p>A. The Employer shall provide a written notice to the Association thirty (30) calendar days after an entitlement to payment of attorney's fees to the Association has been established by an arbitrator and the attorney's fees have not yet been paid.</p> <p>The notice to the Association will contain the following information.</p> <ul style="list-style-type: none"> (1) What steps have been taken to obtain payment; (2) Status of payment request; (3) Steps to be taken to obtain payment; and (4) Projected payment date. 	<p>Section 8. Attorney Fees.</p> <p>A. The maximum hourly rate billable by the Association to the Agency is the billing attorney's average hourly rate as calculated from his/her annual salary.</p> <p>B. Disputes over attorney fees will be resolved by the arbitrator who heard the underlying grievance unless the Parties mutually agree otherwise.</p> <p>C. The Association will present a petition for fees to the Agency no later than fifteen (15) calendar days after the grievance arbitration decision becomes final and binding, i.e. no further challenge, clarification, etc. is available. If no agreement is reached voluntarily between the parties within fifteen (15) days of the Agency receiving the petition, the Association will forward the petition to the arbitrator for resolution no</p>	<p>Section 8. Attorney Fees.</p> <p>Disputes over attorney fees will be resolved by the arbitrator who heard the underlying grievance unless the Parties mutually agree otherwise.</p> <p>The Association will present a petition for fees to the Agency no later than thirty (30) calendar days after the grievance arbitration decision becomes final and binding, i.e. no further challenge, clarification, etc. is available. If no agreement is reached voluntarily between the parties within thirty (30) days of the Agency receiving the petition, the Association will forward the petition to the arbitrator for resolution no later than ninety (90) days after the decision became final and binding.</p>

<p>B. If attorney's fees have not been paid within sixty (60) calendar days after the original date of entitlement to payment, the Employer shall send a follow-up letter to the Association that updates the information contained in the previous letter.</p> <p>C. This provision is not limited to the payment of attorney's fees resulting from grievances filed under Article 12 of this Agreement.</p>	<p>later than forty five (45) days after the decision became final and binding.</p> <p>D. The Association shall have the burden of proof to meet all applicable standards and criteria of law, regulation and Rules of Professional Conduct. Billing entries will contain sufficient detail to enable the Agency to determine what work was actually performed and the time it took to perform such work.</p> <p>E. The Association and its legal representatives will use "billing judgment" when incurring hours of work on a case. Time will be justified in fifteen (15) minute increments or less where a task required less than fifteen (15) minutes. Non-legal work such as filing, copying, mailing, calculating, etc. which can be performed by paralegals or other non-attorneys will not be billed at the attorney rate.</p> <p>F. Fees are determined by applying the designated hourly rate figure to the number of hours expended on the case that were allowable under this Agreement.</p> <p>G. Fees will be in proportion to the relief awarded in comparison to the scope of the litigation as a whole.</p> <p>H. Fees are to be reasonably and proportionately reduced based on the degree of success achieved at arbitration, e.g., when not all requested remedies are obtained. Where the relief ordered is less than that sought, an award is to be reduced either by identifying the hours associated with unsuccessful claims or by simply reducing it proportionately to account for the limited success. Similarly, time shall not be compensable:</p> <ol style="list-style-type: none"> 1. for unsuccessful arguments made that were
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		<p>unrelated to the arguments/claims successfully adopted;</p> <ol style="list-style-type: none"> 2. for one or more grievants who were not granted relief; 3. for a grievant who was not found to be substantially innocent of all disciplinary charges; 4. for pre or post-hearing motions that were dismissed; 5. for monetary relief granted that was de minimis; or 6. for an Agency-rescinded or corrected action without a consent decree, settlement agreement, order, or similar legally enforceable instrument. <p>I. To receive fees in a non-disciplinary case, the Association must demonstrate:</p> <ol style="list-style-type: none"> 1. that the Agency knew or should have known at the time that it denied the grievance that it would not prevail at arbitration; or 2. given the result of the arbitration, the grieved action was clearly without merit. <p>J. To receive fees in a case involving minor disciplinary actions (i.e., suspensions of 14 days or less, oral/written reprimands, oral/written counseling), the Association must demonstrate that the Agency's penalty determination was not</p>
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		reasonable based upon the nature and strength of the evidence available to the Agency when the penalty was imposed.
30)	<p>GRIEVANCE FORMAT</p> <p>Addressed to: (Principal's Name)</p> <p>Official Mailing Address date</p> <p>Subject: Employee Grievance Initiated Under the FEA/DoDEA Negotiated Agreement</p> <p>Paragraph 1: This grievance is being submitted under Step 2 of the grievance procedure</p> <p>Paragraph 2: Employee's name, duty assignment, work and home telephone numbers</p> <p>Paragraph 3: A statement of the grievance</p> <p>Paragraph 4: A statement of the relief sought (what must DoDEA do to resolve your complaint)</p>	<p>GRIEVANCE FORMAT</p> <p>Date:</p> <p>Addressed to: Principal's Name and Official Mailing Address</p> <p>Subject: Employee Grievance Initiated Under the FEA/DoDEA Negotiated Agreement.</p> <p>Paragraph 1: This grievance is being submitted under Step 2 of the grievance procedure.</p> <p>Paragraph 2: Employee's name, job title, school, work and home telephone numbers.</p> <p>Paragraph 3: A detailed narrative description of the grievance including date, time, and place of event being grieved and the date the employee became aware of the event being grieved.</p> <p>Paragraph 4: Articles and Sections of the Negotiated Agreement, law, regulation, or policy alleged to have been violated.</p> <p>Paragraph 5: A statement of the relief sought (what must DoDEA do to resolve your complaint).</p>

	<p>Paragraph 5: The name, address and telephone number of the employee's Association representative (Note: An employee, under the terms of the Agreement can only be represented by the Association. An employee who does not elect to be represented by the Association must represent himself/herself. If an employee has chosen not to be represented by the Association, a statement to this effect shall be included in Paragraph 5 of the grievance letter).</p> <p>Paragraph 6: A copy of any correspondence on the matter.</p> <hr/> <p>Employee or Association Representative signature</p> <ul style="list-style-type: none"> All grievances must be submitted in writing and may be in this prescribed format. 	<p>Paragraph 6: The name, address and telephone number of the employee's Association representative, if used.</p> <p>(Note: An employee, under the terms of the Agreement, can only be represented by the Association. An employee who does not elect to be represented by the Association must represent himself/herself. If an employee has chosen not to be represented by the Association, a statement to this effect shall be included in Paragraph 6 of the grievance letter.)</p> <p>Paragraph 7: A copy of any correspondence on the matter or other documents that support the grievance allegations.</p> <hr/> <p>Employee or Association Representative Signature</p> <p>* All grievances must be submitted in writing and in this prescribed format.</p>	
	<p>FEA Article 13 – Discipline and Adverse Action, U-4</p>	<p>DoDEA Article 13 Discipline and Adverse Action, M-5</p>	<p>Article 13 Discipline and Adverse Action</p>
<p>31)</p>	<p>Section 1. For the reasons/principles relied upon for disciplining unit employees under this Article, Title 5 of the U.S. Code will apply.</p>	<p>Section 1. No unit employee shall be furloughed for thirty (30) days or less, reduced in grade or pay, removed, disciplined, reprimanded, or suspended unless for such cause as will promotes the efficiency of the service. It is understood that the Agency may, at its discretion, take a performance-based action against a unit employee based on poor performance under Title</p>	<p>Section 1 No Unit employee shall be furloughed for thirty (30) days or less, reduced in grade or pay, removed, disciplined, reprimanded, or suspended without just cause.</p>

		5 CFR Part 432 and Article 14, or through adverse action procedures under Title 5 CFR Part 752 and Article 13.	
32)	<p>Section 2. Discipline imposed by the Employer will be designed to correct the unit employee's behavior. Accordingly, the Employer will exercise reasonable judgment to ensure the discipline is in proportion to the nature of the offense consistent with the concept of progressive discipline.</p>	<p>Section 2. Discipline imposed by the Employer will be designed to correct the unit employee's behavior. Accordingly, the Employer will exercise reasonable judgment to ensure the discipline is in proportion to the nature of the offense.</p>	
33)	<p>Section 4. Whenever a unit employee is furloughed for thirty (30) days or less, reduced in grade or pay, removed, or suspended for more than fourteen (14) days, the following procedures shall apply: A. Issuance of Advance Notice 2. The advance notice shall: c. inform the unit employee of the right to reply orally or in writing, or both, within fifteen (15) duty days from receipt of the proposed notice; d. state that a final decision on the proposed action will not be made until after receipt of the unit employee's reply, or after the fifteen (15) duty day period, whichever comes first; and</p>	<p>Section 4. Whenever a unit employee is furloughed for thirty (30) days or less, reduced in grade or pay, removed, or suspended for more than fourteen (14) days, the following procedures shall apply: A. Issuance of Advance Notice 2. The advance notice shall: c. inform the unit employee of the right to reply orally or in writing, or both, within fifteen (15) days from receipt of the proposed notice; d. state that a final decision on the proposed action will not be made until after receipt of the unit employee's reply or after the fifteen (15) day period, whichever comes first; and</p>	<p>Section 4. Whenever a unit employee is furloughed for thirty (30) days or less, reduced in grade or pay, removed, or suspended for more than fourteen (14) days, the following procedures shall apply: A. Issuance of Advance Notice 2. The advance notice shall: c. inform the unit employee of the right to reply orally or in writing, or both, within fifteen (15) days from receipt of the proposed notice; d. state that a final decision on the proposed action will not be made until after receipt of the unit employee's reply or after the fifteen (15) day period, whichever comes first; and</p>

34)		Section 4. C. It is understood that the above procedures are only applicable to those bargaining unit employees who meet the statutory definition of an employee under 5 U.S.C. § 7511.	It is understood that the above procedures are only applicable to those bargaining unit employees who meet the statutory definition of an employee under 5 U.S.C. § 7511.
35)	Section 6. The time periods in this Article shall be tolled during all recess periods in excess of four (4) days. In the event of a government furlough/shutdown, the time periods shall be tolled from the start of the furlough/shutdown until five (5) days after the end of the furlough/shutdown to allow for schools and the Employer to return to normal functions. All time periods in this procedure may be extended or curtailed in writing by mutual consent of the parties. Requests for extension of the time periods in the Article shall not be unreasonably withheld.		
	FEA Article 14 – Performance Appraisal System, U-4	DoDEA Article 14 Performance Appraisal System, M-5	Article 14 Performance Appraisal System
36)	Section 2. The evaluator shall take into consideration any circumstances that may adversely affect an employee's performance, such as class size, special learning needs, <u>availability of curricular materials/supplies,</u>	Section 2. The performance of all unit employees shall be evaluated according to established Agency requirements. The evaluator shall take into consideration any circumstances that may adversely	Section 2. The performance of all unit employees shall be evaluated according to DPMA (DOD Instruction 1400.25, Volume 431), implemented in this unit in May 2018, with any amendments as negotiated between this parties.

	<p>physical facilities, multiple duty assignments, geographical difficulties, time constraints, case load and involuntary reassignments.</p> <p>The Employer shall apply the performance standards in such a manner that a fully competent employee can reasonably be expected to attain them. Unit employees shall be clearly informed of the supervisors who have authority to supervise/evaluate their performance.</p>	<p>affect an employee's performance, such as class size, special learning needs, physical facilities, multiple duty assignments, geographical difficulties, time constraints, and involuntary reassignments. The Employer shall apply the performance standards in such a manner that a fully competent employee can reasonably be expected to attain them. Unit employees shall be clearly informed of the supervisors who have authority to supervise/evaluate their performance.</p>	<p>The evaluator shall take into consideration any circumstances that may adversely affect an employee's performance, such as class size, special learning needs, physical facilities, multiple duty assignments, geographical difficulties, time constraints, and involuntary reassignments. The Employer shall apply the performance standards in such a manner that a fully competent employee can reasonably be expected to attain them. Unit employees shall be clearly informed of the supervisors who have authority to supervise/evaluate their performance.</p>
37)	<p>Section 6. In the event that the Employer identifies unacceptable performance in one or more performance elements, the Employer will place the educator in an Intervention Program (IP). The Employer will provide a written notice to the employee, which will identify the area(s) of deficiency, recommendations for fixing the deficiency, and a plan of observations and conferences to determine progress.</p> <p>The Employer shall bring in local ISS or a mutually agreed upon designee to model appropriate pedagogy with the employee, with the Employer observing. Then, all three will meet within two (2) days to discuss the observations.</p>	<p>Section 6. Prior to proposing any personnel action based on unacceptable performance under the provisions of 5 CFR 432, the Employer shall ensure that the unit employee is provided an opportunity to demonstrate acceptable performance.</p>	<p>Section 6. Prior to proposing any personnel action based on unacceptable performance under the provisions of 5 CFR 432, the Employer shall ensure that the unit employee is provided an opportunity to demonstrate acceptable performance.</p>

<p>At the end of the Intervention Program (IP), if the employee has not demonstrated improvement, the employee will be placed into a Performance Improvement Plan (PIP). Under the PIP, the Employer shall ensure that the unit employee is provided an opportunity to demonstrate acceptable performance.</p> <p>To this end, the Employer shall provide written notice of the PIP, which will identify employee's failure to satisfy the performance standards for one or more critical elements. The notice shall be provided to the employee at least thirty (30) days in advance of proposing a removal based on unacceptable performance. This notice shall identify:</p> <p>A. the critical elements of the employee's position for which performance is unacceptable.</p> <p>B. the improvements the employee must make to bring performance to a satisfactory level.</p> <p>C. the efforts the Employer will make to help the unit employee improve.</p>	<p>To this end, the Employer shall provide notice of the employee's failure to satisfy the performance standards for one or more critical elements. The notice shall be in writing and shall be provided to the employee at least thirty (30) days in advance of proposing a personnel action based on unacceptable performance. This notice shall identify:</p> <p>A. the critical elements of the employee's position for which performance is unacceptable.</p> <p>B. the improvements the employee must make to bring performance to a satisfactory level.</p> <p>C. the efforts the Employer will make to help the unit employee improve.</p>
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	<p>D. the time period of at least thirty (30) days within which the employee must improve the unacceptable performance prior to a second notice being issued by the Employer. At the end of the time period specified, the Employer shall notify the affected employee in writing as to whether:</p> <ol style="list-style-type: none"> 1. the employee is now performing in an acceptable manner; or 2. the employee's performance remains unacceptable. If so, this second notice may be accomplished in a notice of proposed action described in Section 7 below. 	<p>D. the time period of at least thirty (30) days within which the employee must improve the unacceptable performance. At the end of the time period specified, the Employer shall notify the affected employee in writing as to whether:</p> <ol style="list-style-type: none"> 1. the employee is now performing in an acceptable manner; or 2. the employee's performance remains unacceptable. If so, a second notice will be accomplished in a notice of proposed action described in Section 7 below. 	
38)	<p><u>Section 7.</u> A unit employee who is proposed to be removed based on unacceptable performance shall be given thirty (30) days advance notice of the proposed action, which:</p> <p>A. states the reasons for the proposed action in detail:</p> <p>B. identifies specific instances of unacceptable performance by the unit employee:</p> <p>C. identifies the critical element of the unit employee's position for which performance is unacceptable;</p> <p>D. provide the employee and representative with a copy of the material relied upon for the proposed action</p>	<p><u>Section 7.</u> A unit employee shall be given thirty (30) days advance notice of the proposed action, which:</p> <p>A. states the reasons for the proposed action in detail:</p> <p>B. identifies specific instances of unacceptable performance by the unit employee:</p> <p>C. identifies the critical element of the unit employee's position for which performance is unacceptable;</p> <p>D. states that the unit employee may review the material relied upon in proposing the action and</p>	<p><u>Section 7.</u> A unit employee shall be given thirty (30) days advance notice of the proposed action, which:</p> <p>E. states the reasons for the proposed action in detail:</p> <p>F. identifies specific instances of unacceptable performance by the unit employee:</p> <p>G. identifies the critical element of the unit employee's position for which performance is unacceptable;</p> <p>states that the unit employee may review the material relied upon in proposing the action and</p>

	<p>E. informs the unit employee of the right to reply orally or in writing, or both, within fifteen (15) days from receipt of the proposed notice.</p> <p>The proposed notice will be sent to the unit employee. The notice of proposed action shall not rely upon any instances of unacceptable performance occurring more than one year before the date of such notice.</p>	<p>make reasonable copies of such material;</p> <p>E. informs the unit employee of the right to reply orally or in writing, or both, within fifteen (15) days from receipt of the proposed notice.</p> <p>Two (2) copies of the notice of proposed action shall be provided to the unit employee so that the employee may provide a copy to the Association.</p>	<p>make reasonable copies of such material;</p> <p>E. informs the unit employee of the right to reply orally or in writing, or both, within fifteen (15) days from receipt of the proposed notice.</p> <p>Two (2) copies of the notice of proposed action shall be provided to the unit employee so that the employee may provide a copy to the Association. The notice of proposed action shall not rely upon any instances of unacceptable performance occurring more than one year before the date of such notice.</p>
39)	<p><u>Section 8.</u> Unit employees removed or who resign prior to removal under this Article shall, if the employee is entitled to this benefit, be provided with transportation of the employee and the employee's dependents to the employee's home of record (HOR) or alternate destination.</p>		
40)	<p><u>Section 9.</u> The time periods in this Article shall be tolled during all recess periods in excess of four (4) days. In the event of a government furlough/shutdown, the time periods shall be tolled from the start of the furlough/shutdown until five (5) days after the end of the furlough/shutdown to allow for schools and the Employer to return to normal functions. All time periods in this procedure may be extended or curtailed in writing by mutual consent of the parties. Requests for extension of the time periods in the Article shall not be unreasonably withheld.</p>		
	FEA Article 16 – Use of Official Facilities, U-2	DoDEA Article 16 Use of Official Facilities, M-4	Article 16 Use of Official Facilities
41)		<u>Section 1.</u>	

<p><u>Section 3.</u> Upon request from the Association, the Employer will make maximum efforts to work with military command at overseas base locations to simplify and ease base access procedures for Association employees and representatives who are not bargaining unit employees to perform representational functions at schools in the Association's bargaining unit. The Employer, upon adequate advance notice by the Association, will also procure simplified access and parking for Association employees and representatives who are not bargaining unit employees access to the Mark Center, or any other location at which the Employer shall have its headquarters, to conduct National Level representational functions on behalf of the Association.</p>	<p>Upon advance notice, the Employer shall make every reasonable effort to ensure that Association employees and officials are allowed access to military installations in order to conduct labor-management/Association business consistent with management's rights such as to determine internal security.</p>	<p>Section 1. Upon advance notice, the Employer shall make every reasonable effort to ensure that Association employees and officials are allowed access to military installations in order to conduct labor-management/Association business, consistent with management's rights such as to determine internal security.</p>
<p>42) <u>Section 1.</u> The Employer shall provide the Association in each school with a mailbox, where available, and/or a distribution box identified for the exclusive use of the Association. Mail received at the school specifically addressed to the Association shall be deposited in the appropriate box. The Employer will lend assistance to the Faculty Representative Spokesperson (FRS) in acquiring an Association mailbox at the installation military post office, if available.</p> <p><u>Section 2.</u></p>	<p><u>Section 2.</u> When use of school facilities, equipment, and/or services not specifically mentioned in this Agreement is generally available for non-agency business by individuals when acting on behalf of non-Federal organizations, use may be provided to the Association when the Employer determines the following conditions are met:</p>	<p><u>Section 2.</u> When use of school facilities, equipment, and/or services not specifically mentioned in this Agreement is generally available for non-agency business by individuals when acting on behalf of non-Federal organizations, use may be provided to the Association when the Employer determines the following conditions are met:</p>

<p>The Association, as the certified representative of unit members, shall have exclusive access to school internal distribution boxes for the distribution of Association (Union) literature, except in cases where another labor organization has gained equivalent status.</p> <p>Literature relating to the internal business of the Association (including the solicitation of membership, elections of Association officials, and collection of dues) shall only be distributed during the time the employee is in a non-duty status. It is understood that the Employer may distribute information on government-wide health benefit plans.</p> <p><u>Section 5.</u> The Employer shall provide the Association with wall space not to exceed 6' x 8' in a location in the school building convenient to a majority of the unit employees for posting Association material. Such area shall be for the exclusive use of the Association.</p> <p><u>Section 6.</u> Upon request of the Association, the use of school facilities, equipment, and/or services not specifically mentioned in this Agreement shall be subject to consultations at the school level. The use of such facilities, equipment and/or services shall normally be provided when the Employer determines the following conditions are met:</p> <p>A. The use of facilities, equipment, and/or services will promote effective Labor-Management dealings;</p> <p>B. No additional identifiable costs to the Employer will be incurred;</p>	<p>A. the use of facilities, equipment, and/or services will promote effective Labor-Management dealings;</p> <p>B. no additional identifiable costs to the Employer will be incurred;</p>	<p>A. the use of facilities, equipment, and/or services will promote effective Labor-Management dealings;</p> <p>B. no additional identifiable costs to the Employer will be incurred;</p> <p>C. the use of such facilities, equipment, and/or services will not degrade or interfere with the educational process or interfere with the administration of the school office;</p> <p>D. the use of such facilities, equipment, and/or services will not violate policies and/or regulations of the host Military Department/Installation, and other applicable regulations of higher authority.</p> <p>Once approved, the use of such facilities, equipment, and/or services shall be subject to the general control procedures established by the Employer. Violations of such general procedures may cause cancellation/suspension in the use of such facilities, equipment, and/or services.</p>
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	<p>C. The use of such facilities, equipment, and/or services will not degrade or interfere with the educational process or interfere with the administration of the school office;</p> <p>D. The use of such facilities, equipment and/or services will not violate policies and/or regulations of the host Military Department/Installation, and other applicable regulations of higher authority.</p> <p>Once approved, the use of such facilities, equipment and/or services shall be subject to the general control procedures established by the Employer. Violations of such general procedures may cause cancellation/suspension in the use of such facilities, equipment, and or/services.</p> <p>Section 7. Association representatives will be authorized to utilize the Employer's official email system at all levels of the Association in order for the Association to provide representation to bargaining unit educators.</p>	<p>C. the use of such facilities, equipment, and/or services will not degrade or interfere with the educational process or interfere with the administration of the school office;</p> <p>D. the use of such facilities, equipment, and/or services will not violate policies and/or regulations of the host Military Department/Installation, and other applicable regulations of higher authority.</p> <p>Once approved, the use of such facilities, equipment, and/or services shall be subject to the general control procedures established by the Employer. Violations of such general procedures may cause cancellation/suspension in the use of such facilities, equipment, and/or services.</p>	
43)	<p>Section 4. When the Employer provides the school supervisor with a reserved parking spot near the school building, the Employer shall ensure that the FRS is provided reserved parking near his/her working area in the same manner as the school supervisor when not prohibited by the Installation Commander.</p> <p>The Employer shall also work with the military to locate and identify sufficient reserved parking near each school building for unit employees, when not prohibited by the Installation Commander.</p>		

	FEA Article 21 – Leave, U-12	DoDEA Article 21 Leave, M-7	Article 21 Leave
44)	<p>Section 1. Definitions/Applications C. Parental Leave</p> <p>A unit employee and/or unit employee spouse/parent of a new child, whether by birth, fostering, or adoption, may take leave for the birth/arrival of the child, as well as leave for the purposes of bonding with the new child and providing assistance and support, in order to accomplish the official actions necessary to adopt/foster the child, and for acclimation of the child in his/her new home.</p>	<p>Section 1. Definitions C. Leave for the Purpose of Paternity.</p> <p>When the spouse of a unit employee is physically incapacitated by reason of pregnancy or there are complications resulting from the pending arrival or arrival of a new child, said unit employee may be granted educator leave. The unit employee may be required to present documentary evidence from a competent medical authority to establish the need for the leave or said physical incapacitation.</p> <p>If, in the above situation, the unit employee does not have accrued leave, the unit employee may be granted advanced educator leave or leave without pay (LWOP) upon request.</p> <p>G. Leave for the Purpose of Adoption. One or both adoptive parents may be granted LWOP or APL in order to accomplish the official actions necessary to adopt the child and for acclimation of the adopted child in its new home. Such leave, when both parents are involved, may be concurrent or consecutive.</p>	<p>Section 1. Definitions C. Leave for the Purpose of Paternity.</p> <p>When the spouse of a unit employee is physically incapacitated by reason of pregnancy or there are complications resulting from the pending arrival or arrival of a new child, said unit employee may be granted educator leave. The unit employee may be required to present documentary evidence from a competent medical authority to establish the need for the leave or said physical incapacitation.</p> <p>If, in the above situation, the unit employee does not have accrued leave, the unit employee may be granted advanced educator leave or leave without pay (LWOP) upon request.</p> <p>G. Leave for the Purpose of Adoption. One or both adoptive parents may be granted LWOP or APL in order to accomplish the official actions necessary to adopt the child and for acclimation of the adopted child in its new home. Such leave, when both parents are involved, may be concurrent or consecutive.</p>

<p>G. Bereavement Leave When a family member (as defined by OPM for bereavement leave) passes away, unit employees and their spouse, if the spouse is also a unit employee, may request to use up to ten days of Educator Leave as bereavement leave. When a unit employee requests more than ten days of bereavement leave, the Employer will review, and may approve the request on a case-by-case basis. If the request for more than ten days is denied, the educator may elect to request APL leave for up to three additional days</p> <p>J. Family and Medical Leave Act (FMLA) Unit employees are eligible to request and be granted any leave permitted under the laws and/or regulations of the FMLA. Examples of conditions that may qualify for FMLA include:</p> <ol style="list-style-type: none"> 1. Recovery from a serious health condition; 2. Providing care for a child, spouse, or parent with a serious medical condition; 3. Bonding with or caring for a new child; 4. Caring for a family member with a military service-connected injury; or 	<p>J. Family and Medical Leave Act (FMLA). The FMLA entitles eligible employees to take unpaid leave for specified family and medical reasons, in accordance with Agency regulations. Examples of conditions that may qualify for FMLA include:</p> <ol style="list-style-type: none"> 1. Recovery from a serious health condition; 2. Providing care for a child, spouse, or parent with a serious medical condition; 3. Bonding with or caring for a new child; 4. Caring for a family member with a military service-connected injury; or 5. Handling exigent matters related to a family 	<ol style="list-style-type: none"> 6.
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	5. Handling exigent matters related to a family member's military service.	member's military service. Refer to Section 9 for further information.	
45)	<u>Section 2. General Rules and Procedures.</u> A. — Educator Leave may be used for: maternity purposes, in the event of illness of a unit employee, in the event of illness, death, or contagious disease in the immediate family of the unit employee, in the event of any personal emergency.		
46)	<u>Section 3. School Closures.</u> 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 (.5) work 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.	<u>Section 3. School Closures</u> If the Agency closes schools on days that are assigned as work days as a part of the work year due to inclement weather or other emergency, the Agency may extend the work year for an equal number of days without additional compensation to employees.	Section 3. School Closures If the Agency closes schools on days that are assigned as work days as a part of the work year due to inclement weather or other emergency, the Agency may extend the work year for an equal number of days without additional compensation to employees, consistent with the terms of 1400.13. Should the school year be extended beyond the 190 duty days, the educator will receive additional compensation pursuant to 1400.13.
47)	<u>Section 9. FMLA</u> A. Unit employees are Title II employees for FMLA purposes in accordance with 5 U.S.C. 6381–6387 and 29 CFR Part 825. FMLA allows eligible employees to	<u>Section 9. FMLA</u> A. FMLA allows eligible employees to take up to twelve (12) work weeks of unpaid leave during any twelve (12) month period to care for a new child, care	Section 9. FMLA A. Consistent with the FMLA, eligible employees are allowed to take up to twelve (12) work weeks of unpaid leave during any twelve (12) month period to care for and bond with a new child, care

	<p>take up to twelve (12) work weeks of unpaid leave, during any twelve (12) month period to care for, and bond with, a new child, care for a seriously ill family member, or recover from a serious illness. Additionally, employees may be eligible to take up to 26 weeks of FMLA leave in a single 12-month period to care for a covered service member with a serious injury or illness.</p>	<p>for a seriously ill family member, or recover from a serious illness. Additionally, employees may be eligible to take up to 26 weeks of FMLA leave in a single 12-month period to care for a covered service member with a serious injury or illness.</p>	<p>for a seriously ill family member, or recover from a serious illness. Additionally, employees may be eligible to take up to 26 weeks of FMLA leave in a single 12-month period to care for a covered service member with a serious injury or illness.</p>
	<p>FEA Article 25 – Salary Setting Practices, U-3</p>	<p>DoDEA Article 25 Salary Setting Practices, M-1</p>	<p>Article 25 Salary Setting Practices</p>
<p>48)</p>	<p>A. Hours of credit for use in setting unit employee salary or for advancing a unit employee to a higher salary lane are restricted to hours of credit in courses and/or degrees earned from an accredited college or university, as listed in the U.S. Department of Education’s Database of Accredited Postsecondary Institutions and Programs (DAPIP). Any hours of credit earned at a non-accredited institution are acceptable for any hours of credit accepted for further studies or towards a degree at an accredited institution.</p> <p>B. A unit employee may use any hours of credit or courses accepted by the Employer for certification or recertification purposes for use in setting unit employee salary or for advancing a unit employee to a higher salary lane.</p>	<p>Salary for Teachers shall be in accordance the Department of Defense Education Activity Regulation 1400.13 or successor, when not provided for in law or government-wide regulation.</p> <p>The Employer has determined that:</p> <p>1. Pay lane adjustments based upon completion of “degree plus hours” (e.g., BA+15) means graduate semester hours completed after the award of the most recent academic degree.</p>	<p>Salary for Teachers shall be in accordance the Department of Defense Education Activity Regulation 1400.13, when not provided for in law or government-wide regulation.</p> <p>The Employer has determined that:</p> <p>1. Pay lane adjustments based upon completion of “degree plus hours” (e.g., BA+15) means graduate semester hours completed after the award of the most recent academic degree.</p>

	<p>C. When a unit employee completes the required credit hours to be advanced to a different salary lane on the applicable salary schedule, the request to be advanced to a new salary lane will include documentation from the applicable college or university. The documentation will provide the date the unit employee completed the required course or the date the unit employee met the requirements for a specific degree.</p> <p>D. The unit employee shall submit a request to the Employer to be advanced to the new salary lane in accordance with the Back Pay Act. Subsequent requests for additional information or documentation from the Employer to the unit employee regarding the request to be advanced to a new salary lane will not be a reason to consider the request untimely.</p> <p>E. The Employer shall process unit employee requests retroactively to the first pay period following the date the education or courses were completed and in accordance with the Back Pay Act. The Employer shall notify the unit employee in writing of precisely</p>	<p>2. Pay lane changes will be retroactive for pay purposes to the beginning of the pay period following award of the degree or completion of coursework, provided the employee submits the request for pay lane change within one hundred and twenty (120) days of award of the degree or completion of the coursework. If the employee does not submit the request for pay lane change and supporting transcript(s) within this time period, the pay lane change shall be effective at the beginning of the pay period following submission.</p>	<p>Pay lane changes will be retroactive for pay purposes to the beginning of the pay period following award of the degree or completion of coursework, provided the employee submits the request for pay lane change within one hundred and twenty (120) days of award of the degree or completion of the coursework. If the employee does not submit the request for pay lane change and supporting transcript(s) within this time period, the pay lane change shall be effective at the beginning of the pay period following submission.</p>
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	how many creditable hours that employee has earned for pay purposes.		
	FEA Article 27 – Extracurricular Duty Activities, U-5	DoDEA Article 27 Extra Duty Assignments, M-7	
49)	Article 27 – Extracurricular Duty Activities,	Article 27 Extra Duty Assignments	Article 27 Extra Duty Assignments
50)	Section 2. D. The Employer will make every reasonable effort to assign EDAs to the most qualified applicant within the bargaining unit at the school based on their skills and experience relative to the duties and responsibilities for the EDA and has the authority to determine and select the most qualified, eligible candidate from the applicant pool.	Section 2. C. The Employer will make a reasonable effort to assign EDAs to the most qualified applicant based on their skills and experience relative to the duties and responsibilities for the EDA and has the authority to determine and select the most qualified, eligible candidate from the applicant pool.	Section 2. C. The Employer will make a reasonable effort to assign EDAs to the most qualified applicant based on their skills and experience relative to the duties and responsibilities for the EDA and has the authority to determine and select the most qualified, eligible candidate from the applicant pool.
51)	Section 4. A. Hours satisfying the requirements of the EDA will include all time spent outside of the normal duty day in practice, games, travel, and all time supervising or being responsible for the students while performing the EDA.		

	<p>For safety, health and security reasons, when the only available facilities for EDAs involve sleeping on floors and/or in classrooms, the participants may opt to use funds raised in conjunction with the EDA and/or funds provided by a support organization, such as a booster club, to procure alternate lodging for the students. Wherever the lodging is procured, the EDA sponsor will billet where the students are and pay for their own costs, and will subsequently be reimbursed by the Employer for these lodging costs.</p>		
52)	<p>Extra Duty Assignment Contract Form</p>	<p>Extra Duty Assignment Contract Form</p>	

	FEA Article 35 – Tour of Duty, U-2	DoDEA Article 35 Tour Lengths and Tours of Duty, M-3	
53)	Article 35 – Tour of Duty	Article 35 Tour Lengths and Tours of Duty	Article 35 Tour of Duty
54)	<p><u>Section 1.</u> The tour of duty for unit employees in effect as of April 1, 2019 shall remain in effect for the duration of this Agreement unless mutually agreed otherwise at the National level.</p> <p><u>Section 2.</u> In the Association’s bargaining unit, as of April 1, 2019, the following locations are one (1) year areas: Cuba, Japan (Misawa, Okinawa), and Korea. The other duty stations in the bargaining unit are all two (2) year areas.</p>	<p>Tour lengths and tours of duty for unit employees shall be as specified in the Joint Travel Regulations for Civilian Employees on Standard Tours of Duty. As determined by DoDEA, exceptions may be made for specific locations for a shorter period of initial service agreement and renewal agreement.</p>	<p>Tours of duty for unit employees shall be as specified in the DODEA 1400.13, Section 4.7 (effective March 1,2006).</p>

	FEA Article 44 – Dues Withholding Agreement, U-2	DoDEA Article 44 Dues-Withholding Agreement, M-2	Article 44 Dues-Withholding Agreement
55)	<p>Section 2. Allotments shall be effective on the second complete bi-weekly pay period in October of each school year. The amount of such allotments shall be the designated dues identified on each Standard Form 1187 initiated by a unit employee divided by 10 full pay periods unless mutually agreed otherwise between the parties..</p>	<p>Section 2. Allotments shall be effective on the second complete bi-weekly pay period after receipt of the Standard Form (SF) 1187, Request for Payroll Deductions for Labor Organization Dues, by the Employer. The amount of such allotments shall be the designated dues identified on each SF 1187 initiated by a unit employee and certified by the Association.</p>	<p>Section 2. Allotments shall be effective on the second complete bi-weekly pay period after receipt of the Standard Form (SF) 1187, Request for Payroll Deductions for Labor Organization Dues, by the Employer. The amount of such allotments shall be the designated dues identified on each SF 1187 initiated by a unit employee and certified by the Association.</p>

	<p><u>Section 3.</u> Unit members who enter the dues-withholding agreement at a time when less than 12 full pay periods remain in the school year shall have their dues prorated over the remaining full pay periods within the dues-withholding period.</p>		
56)	<p><u>Section 4.</u> SF 1187 forms which are in effect on the date of this Agreement shall continue in force under this Article. Therefore, for those unit employers who have already authorized dues withholding under current negotiated Dues-Withholding Agreements, SF 1187 forms need not be re-executed.</p>		

57)		<p><u>Section 3.</u> During any pay period in which there are insufficient funds in an employee’s paycheck to cover dues withholding, no withholding will be deducted for that pay period.</p> <p>Employees temporarily assigned to a position not included in the bargaining unit will not have dues withheld during that time and will have an automatic resumption of the dues withholding upon return to the bargaining unit.</p>	<p><u>Section 3.</u> During any pay period in which there are insufficient funds in an employee’s paycheck to cover dues withholding, no withholding will be deducted for that pay period.</p> <p>Employees temporarily assigned to a position not included in the bargaining unit will not have dues withheld during that time and will have an automatic resumption of the dues withholding upon return to the bargaining unit.</p>
58)	<p><u>Section 6.</u> The appropriate finance office will notify the Association in writing of any requests which are not honored. A remittance will be prepared by the appropriate finance office at the close of each pay period for which deductions are made. These will be forwarded on the same pay schedule as for unit employees after the close of each pay period. The remittances will be sent to the appropriate Association account. Each remittance will be accompanied by a listing of names and amounts withheld. The list will also include the names of employees whose allotments have been temporarily or permanently stopped and the reasons therefore.</p>	<p><u>Section 5.</u> The appropriate finance office will notify the Association in writing of any requests which are not honored. A remittance will be prepared by the appropriate finance office at the close of each pay period for which deductions are made. These will be forwarded on the same pay schedule as for unit employees after the close of each pay period. The remittances will be sent to the appropriate Association account and the Association shall be responsible for forwarding appropriate amounts to any local entities. Each remittance will be accompanied by a listing of names and amounts withheld. The list will also include the names of employees whose allotments have been temporarily or permanently stopped and the reasons therefore.</p>	<p><u>Section 5.</u> The appropriate finance office will notify the Association in writing of any requests which are not honored. A remittance will be prepared by the appropriate finance office at the close of each pay period for which deductions are made. These will be forwarded on the same pay schedule as for unit employees after the close of each pay period. The remittances will be sent to the appropriate Association account and the Association shall be responsible for forwarding appropriate amounts to any local entities. Each remittance will be accompanied by a listing of names and amounts withheld. The list will also include the names of employees whose allotments have been temporarily or permanently stopped and the reasons therefore.</p>
59)		<p><u>Section 6.</u> An employee may voluntarily revoke an allotment for the payment of dues by completing a SF 1188, Cancellation of Payroll Deductions for Labor Organization Dues, using one of the following procedures:</p> <p>a. Employee Member Longer Than One Year</p>	<p><u>Section 6.</u> An employee may voluntarily revoke an allotment for the payment of dues by completing a SF 1188, Cancellation of Payroll Deductions for Labor Organization Dues, using one of the following procedures:</p> <p>a. Employee Member Longer Than One Year</p>

		<p>An employee who has been an Association member for more than one year may terminate his/her membership by giving written notice via a properly filled out SF 1188 at any time. Dues cancellations will become effective at the beginning of the second full pay period after receipt by the Employer.</p> <p style="text-align: center;">b. Employee Member Less Than One Year</p> <p>An employee who has been a member of the Association for less than one year may request to terminate his/her membership during the first year by signed written notice via a properly filled out SF 1188 at least two pay periods prior to the employee's first anniversary date of joining the Association. Such timely received notice will become effective on the day prior to the employee's one-year anniversary date of joining in order to prevent the employee from being a member for more than one year.</p>	<p>An employee who has been an Association member for more than one year may terminate his/her membership by giving written notice via a properly filled out SF 1188 at any time. Dues cancellations will become effective at the beginning of the second full pay period after receipt by the Employer.</p> <p style="text-align: center;">b. Employee Member Less Than One Year</p> <p>An employee who has been a member of the Association for less than one year may request to terminate his/her membership during the first year by signed written notice via a properly filled out SF 1188 at least two pay periods prior to the employee's first anniversary date of joining the Association. Such timely received notice will become effective on the day prior to the employee's one-year anniversary date of joining in order to prevent the employee from being a member for more than one year.</p>
60)		<p>Section 7. Dues allotment will be terminated:</p> <p>a. At the end of the pay period during which an employee member is separated, or permanently assigned to a position not included in the bargaining unit;</p> <p>b. At the end of the pay period during which Management receives a notice from the Association President that an employee member has ceased to be a member in good standing;</p> <p>c. In accordance with Section 6 above; or</p>	<p>Section 7. Dues allotment will be terminated:</p> <p>a. At the end of the pay period during which an employee member is separated, or permanently assigned to a position not included in the bargaining unit;</p> <p>b. At the end of the pay period during which Management receives a notice from the Association President that an employee member has ceased to be a member in good standing;</p> <p>c. In accordance with Section 6 above; or At the beginning of the first full pay period following receipt of notice that exclusive recognition has been withdrawn.</p>

		At the beginning of the first full pay period following receipt of notice that exclusive recognition has been withdrawn.	
61)	<p><u>Section 7.</u> DoDEA shall make the Association whole for any dues lost through the dues-withholding process due to government error, as provided for by law.</p> <p>Exceptions to this Article may be negotiated at the regional or appropriate local level.</p>	<p><u>Section 8.</u> DoDEA shall make the Association whole for any dues lost through the dues-withholding process due to government error, as provided for by law. However, the Agency retains the right to collect the full correct dues from employees. The Agency may also collect from the Association any overpayment of dues.</p>	<p>Section 8. DoDEA shall make the Association whole for any dues lost through the dues-withholding process due to government error, as provided for by law. However, the Agency retains the right to collect the full correct dues from employees, as provided by law. The Agency may also collect from the Association any overpayment of dues, as provided by law.</p>
	FEA Article 45 – Debt Collection Act Procedures, U-2	DoDEA Article 45 Debt Collection, M-1	
62)	Article 45 – Debt Collection Act Procedures	Article 45 Debt Collection	Article 45 Debt Collection
63)	<p><u>Section 1.</u> Unit employees shall be entitled to an oral hearing, which shall include the right to present evidence, including witnesses and documents. Further, unit employees shall have the right of reasonable pre-hearing discovery and the opportunity to question material government witnesses concerning their calculations and conclusions of indebtedness.</p>	<p><u>Section 1.</u> All debts owed to DoDEA shall be collected consistent with current debt collection laws and regulations.</p>	<p>Section 1. All debts owed to DoDEA shall be collected and appealed consistent with current debt collection laws and regulations, and this Agreement.</p>

64)	<p><u>Section 2.</u> The timely filing of a petition for hearing shall stay the commencement of collection proceedings pending decision of the hearing officer.</p>	<p><u>Section 2.</u> All appeals of and/or challenges to the government's collection of employees' debts to DoD shall be pursued solely through the appropriate processes provided by current debt collection laws and regulations. Debt collection disputes are not grievable under this Agreement.</p>	
65)	<p><u>Section 3.</u> The unit employee may exercise whatever rights to review a decision of the hearing officer he or she may have under law. If the unit employee elects to grieve the decision of the hearing officer, such grievance must be filed at the regional level by the affected unit employee within fifteen (15) school days after receipt of the hearing officer's decision. The unit employee shall be authorized interest on all monies improperly withheld as provided for by law.</p>	<p><u>Section 3.</u> The unit employee may exercise whatever rights to review a decision of the hearing officer he or she may have under law. The unit employee shall be authorized interest on all monies improperly withheld as provided for by law.</p>	

66)	<p>Section 4. In the event the Agency violates the Debt Collection Act or the provisions of this Article, a grievance may immediately be filed. It is understood that this Article applies only to debts owed by unit employees within the Department of Defense and does not apply to debts owed to other Federal agencies.</p>	<p>Section 4. 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.</p>	
FEA Article 46 – Unit Employee Workday, U-4 DoDEA Article 46 Unit Employee Workday, M-4 Article 46 Unit Employee Workday			
67)	<p>Section 1. Workday</p>	<p>Section 1. Workday. A. The Employer has determined the workday for full-time bargaining unit employees shall consist of eight (8) hours. Employees must be physically present at the worksite for the eight (8) hour workday (workday excludes the 30-minute non-paid duty-free lunch period, eight and one-half (8 ½) hours total with workday and 30 minute duty-free lunch period). Unit employees may leave the worksite without obtaining permission during their non-paid, duty-free lunch period.</p>	<p>PANEL DECLINED TO ASSERT JURISDICTION</p>

	<p>The existing work day for unit employees shall commence not more than twenty (20) minutes before and terminate not more than thirty (30) minutes after the instructional day. Prior to changing the normal</p>	
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<p>work day, the parties will negotiate the change to completion.</p> <p>The normal unit employee work day, including the twenty (20) minutes before and not more than thirty (30) minutes after the instructional day, shall not exceed seven (7) hours. All assigned duties beyond the normal workday shall be compensated in accordance with and as required by Article 58, Sections 1 and 2.</p>	<p>B. The Employer has determined the workday for part-time unit employees shall be four (4) hours per day, if scheduled for a lunch period, they will receive a 30-minute non-paid, duty-free lunch period.</p> <p>C. In addition to the workday, in order to provide the highest quality educational programs practicable, unit employees will be required to be on-site outside those hours at times designated by the Employer to participate in, for example, Open House, parent-teacher conferences, public performances by students of plays, concerts, athletic events, other extra-curricular activities, etc. without additional compensation. Administrators should normally provide as much advanced notice as possible of the events scheduled.</p> <p>D. Unit employees are responsible for participation in parent/student conferences and will remain at the worksite to complete such conferences which commence prior to the end of the workday. This requirement pertains to conferences mutually scheduled between a unit member(s) and parent(s)/guardian(s).</p>	<p>B. The Employer has determined the workday for part-time unit employees shall be four (4) hours per day. If scheduled for a lunch period, they will receive a 30-minute non-paid, duty-free lunch period.</p> <p>C. In addition to the workday, in order to provide the highest quality educational programs practicable, unit employees will be required to be on-site outside those hours at times designated by the Employer to participate in, for example, Open House, parent- teacher conferences, public performances by students of plays, concerts, athletic events, other extra- curricular activities, etc.. Administrators should normally provide as much advanced notice as possible of the events scheduled.</p> <p>D. Unit employees are responsible for participation in parent/student conferences and will remain at the worksite to complete such conferences which commence prior to the end of the workday. This requirement pertains to conferences mutually scheduled between a unit member(s) and parent(s)/guardian(s).</p>
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		E. Prior to changing the normal workday, the Employer shall afford the Association the opportunity to negotiate the Impact and Implementation of the decision in accordance with Article 7.	
68)	<p>Section 2. Preparation</p> <p>B. The Employer shall make reasonable efforts to provide a reasonable amount of preparation time for each unit employee during the employee's work day.</p> <p>For Elementary School unit employees, a reasonable amount of time is approximately 225 minutes each week during the school year. For Secondary school unit employees, a reasonable amount of time is approximately two (2) periods in a cycle of seven (7) instructional periods, or the equivalent thereof, which will be built into the master schedule.</p>	<p>Section 2. Preparation.</p> <p>B. The Employer shall make reasonable efforts to provide a reasonable amount of preparation time for each unit employee during the employee's work day.</p>	<p>Section 2. Preparation.</p> <p>B. The Employer shall make reasonable efforts to provide a reasonable amount of preparation time for each unit employee during the employee's work day.</p>
69)		<p>Section 4. Scheduling.</p> <p>A. It is understood that Management retains the right to assign duties.</p> <p>B. The Employer retains sole discretion in determining the length of class periods, including the flexibility to adjust (increase or decrease) the length of class periods within the instructional day. If the Employer changes either of the current schedules (block</p>	

		schedule or 7-period), the Employer shall afford the Association the opportunity to negotiate the Impact and Implementation of the decision in accordance with Article 7.	
70)	<p>Section 5. Coverage for Unit Members During Absences</p> <p>The Parties agree that when unit employees are absent from duty, the use of substitutes may be appropriate to help ensure that unit employees' duties are carried out. If a bargaining unit employee is used to cover another educator's class or duty, resulting in loss of scheduled preparation time or otherwise causing additional work beyond the work day on a regular basis, whether for an individual or group of unit employees, then impact bargaining may be proposed by the Association at any time at the appropriate level.</p>		
71)		<p>Section 5. Class Size.</p> <p>It is understood, that the Agency retains the right to determine class size and that increases or decreases in class size does not constitute a change in conditions of employment requiring negotiation under the provisions of Chapter 71 of Title 5, United States Code. The Parties recognize the importance of working toward nationally recognized standards for class sizes and that the achievement of those standards is a worthwhile goal.</p>	
	FEA Article 47 – Housing and Overseas Allowances, U-5	DoDEA Article 47 Housing and Overseas Allowances, M-5	Article 47 Housing and Overseas Allowances
72)	<p>Section 1.</p> <p>A. The Employer shall make every effort to ensure that adequate housing, commissary, exchange,</p>	<p>Section 1.</p> <p>A. The Employer shall make every effort to ensure that adequate housing, commissary, exchange,</p>	<p>Section 1.</p> <p>A.The Employer shall make every effort to ensure that adequate housing, commissary, exchange,</p>

	<p>laundry, and other essential facilities and services are available for unit employees if otherwise eligible.</p> <p>B. All overseas allowances will be in accordance with law, government-wide regulations, and DoD regulations unless modified by this Agreement.</p>	<p>laundry, and other essential facilities and services are available for unit employees if otherwise eligible.</p> <p>B. Unless modified by this Agreement, all overseas allowances will be in accordance with DoD regulations.</p>	<p>laundry, and other essential facilities and services are available for unit employees if otherwise eligible.</p> <p>B. All overseas allowances will be in accordance with existing law, government-wide regulations, and DoD regulations, unless modified by this Agreement.</p>
73)	<p>Section 2.</p> <p>A. When a unit employee is assigned to a new duty station, the Employer shall provide the contact information for the housing office servicing the new duty station. Employees shall utilize the local housing office to coordinate such Government and/or economy housing unless there is no housing office serving their new duty station or this requirement is waived by the Employer.</p> <p>B. Each unit employee who is performing services as a teacher at the close of a school year and agrees in writing to serve as a unit employee for the next school year may be authorized if eligible, for the recess period immediately preceding such next school year, quarters, quarters allowance or in lieu of such quarters or quarters allowance, storage of household goods. If the unit employee does not report at the beginning of the next school year he/she shall, except for reasons beyond his/her control and acceptable to the Employer, be obligated to the United States in an amount equal to any quarters, quarters allowance or in lieu of such quarters or quarters allowance, storage of household goods which he/she may have received.</p>	<p>Section 2.</p> <p>A. When a unit employee is assigned to a new duty station, the Employer shall provide, upon request, the contact information for the housing office servicing the new duty station. Employees shall utilize the local housing office to coordinate such Government and/or economy housing unless there is no housing office servicing their new duty station or this requirement is waived by the Employer.</p> <p>B. Each unit employee who is performing services as a teacher at the close of a school year and agrees in writing to serve as a unit employee for the next school year may be authorized if eligible, for the recess period immediately preceding such next school year, quarters, quarters allowance or in lieu of such quarters or quarters allowance, storage of household goods. If the unit employee does not report at the beginning of the next school year he/she shall, except for reasons beyond his/her control and acceptable to the Employer, be obligated to the United States in an amount equal to any quarters, quarters allowance or in lieu of such quarters or quarters allowance, storage of household goods which he/she may have received.</p>	<p>Section 2.</p> <p>A. When a unit employee is assigned to a new duty station, the Employer shall provide the contact information for the housing office servicing the new duty station. Employees shall utilize the local housing office to coordinate such Government and/or economy housing unless there is no housing office servicing their new duty station or this requirement is waived by the Employer.</p> <p>B. Each unit employee who is performing services as a teacher at the close of a school year and agrees in writing to serve as a unit employee for the next school year may be authorized if eligible, for the recess period immediately preceding such next school year, quarters, quarters allowance or in lieu of such quarters or quarters allowance, storage of household goods. If the unit employee does not report at the beginning of the next school year he/she shall, except for reasons beyond his/her control and acceptable to the Employer, be obligated to the United States in an amount equal to any quarters, quarters allowance or in lieu of such quarters or quarters allowance, storage of household goods which he/she may have received.</p>

	<p>C. If assigned housing at Government expense, a unit employee required to vacate the housing shall be eligible to reapply, in accordance with rules and regulations established by appropriate housing officials. Employees who desire housing that is appropriate for employees or dependent medical needs or equipment, have a large number of dependents, or other documented needs of the employee(s) or their dependents may request assistance from the Employer.</p> <p>D. Unit employees who live in Government housing and are directed by the Government to move to economy housing, if eligible, shall have their moving expenses paid by the Government. Unit employees who live in economy housing and are directed by the Government to move to Government housing shall have their moving expenses paid by the Government in accordance with regulations.</p> <p>E. When a unit employee who is approved housing at Government expense is required to pay fees for the maintenance of common areas, such fees shall be reimbursed to the unit employee in accordance with regulations.</p> <p>F. When a unit employee who is approved housing at Government expense is required to pay fees (absent other options) for the care or cleaning of the assigned housing, such fees shall be reimbursed to the unit employee in accordance with regulations.</p>	<p>C. If assigned housing at Government expense, a unit employee required to vacate the housing shall be eligible to reapply in accordance with rules and regulations established by appropriate housing officials. Employees who desire housing that is appropriate for employee or dependent medical needs or equipment, have a large number of dependents, or other documented needs of the employee(s) or their dependents may request assistance from the Employer.</p> <p>D. Unit employees who live in Government housing and are directed by the Government to move to economy housing shall, if eligible, have their moving expenses paid by the Government in accordance with DoD regulations. Unit employees who live in economy housing and are directed by the Government to move to Government housing shall have their moving expenses paid by the Government in accordance with DoD regulations.</p> <p>E. When a unit employee who is approved housing at Government expense is required to pay fees for the maintenance of common areas, such fees shall be reimbursed to the unit employee in accordance with DoD regulations.</p> <p>F. When a unit employee who is approved housing at Government expense is required to pay fees (absent other options) for the care or cleaning of the assigned housing, such fees shall be reimbursed to the unit employee in accordance with DoD regulations.</p>	<p>C. If assigned housing at Government expense, a unit employee required to vacate the housing shall be eligible to reapply, in accordance with rules and regulations established by appropriate housing officials. Employees who desire housing that is appropriate for the employee or dependent medical needs or equipment, have a large number of dependents, or other documented needs of the employee(s) or their dependents may request assistance from the Employer.</p> <p>D. Unit employees who live in Government housing and are directed by the Government to move to economy housing, if eligible, shall have their moving expenses paid by the Government. Unit employees who live in economy housing and are directed by the Government to move to Government housing shall have their moving expenses paid by the Government in accordance with regulations.</p> <p>E. When a unit employee who is approved housing at Government expense is required to pay fees for the maintenance of common areas, such fees shall be reimbursed to the unit employee in accordance with regulations.</p> <p>F. When a unit employee who is approved housing at Government expense is required to pay fees (absent other options) for the care or cleaning of the assigned housing, such fees shall be reimbursed to the unit employee in accordance with regulations.</p>
74)	<p>Section 3. A. The Employer shall provide a unit employee is approved housing at Government expense either housing which meets the minimum standards of</p>	<p>Section 3. A. The Employer shall provide a unit employee who is approved housing at Government expense either housing which meets the minimum standards of</p>	<p>Section 3. A. The Employer shall provide a unit employee who is approved housing at Government expense either housing which meets the minimum standards of</p>

<p>adequacy established by appropriate military departments or, when such housing is not available, an LQA. After the prescribed period permitted by the regulations has elapsed and the employee has not obtained permanent quarters, the employee draws an LQA up to the maximum LQA for the post, pursuant to DSSR 121.</p> <p>B. Management may, at its election, exercise its discretion to grant a waiver of LQA to a spouse for a period determined by Management if the sponsoring spouse retires. Such a waiver, if granted, will be limited to a dependent spouse who will be eligible for immediate retirement (without reduced benefit) within seven (7) years or less from the date the waiver becomes effective. Further, the dependent spouse will be eligible for separation travel only and must submit a stop LQA payment upon the date the dependent spouse becomes eligible for immediate retirement.</p> <p>C. If two or more unit employees at a post are eligible for LQA and decide to share the costs as the basis for each receiving LQA, each unit employee shall their individual allowable costs under regulations. No more than one may receive the "with family" rate, if married.</p>	<p>adequacy established by appropriate military departments or, when such housing is not available, a living quarters allowance (LQA) in accordance with DoD regulations. After the prescribed period permitted by DoD regulations has elapsed and the employee has not obtained permanent quarters, the employee will draw a quarters allowance only if required by DoD regulations.</p> <p>B. Management may, at its election, exercise its discretion to grant a waiver of LQA to a spouse for a period determined by Management if the sponsoring spouse retires. Such a waiver, if granted, will be limited to a dependent spouse who will be eligible to retire within seven (7) years or less from the date the waiver becomes effective. Further, the dependent spouse will be eligible for separation travel only and must submit a stop LQA payment upon his/her retirement eligibility date.</p> <p>C. If two or more unit employees at a post are eligible for LQA and decide to share the costs as the basis for each receiving LQA, each unit employee shall receive their individual allowable costs under DoD regulations. No more than one may receive the "with family" rate, if married.</p>	<p>adequacy established by appropriate military departments or, when such housing is not available, a living quarters allowance (LQA) in accordance with DoD regulations. After the prescribed period permitted by DoD regulations has elapsed and the employee has not obtained permanent quarters, the employee will draw a quarters allowance only if required by DoD reg</p> <p>B. AS AGREED TO BY THE PARTIES</p> <p>C. If two or more unit employees at a post are eligible for LQA and decide to share the costs as the basis for each receiving LQA, each unit employee shall receive their individual allowable costs under DoD regulations. No more than one may receive the "with family" rate, if married.</p>
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	<p>D. A unit employee eligible for LQA who is married to, and residing at the post with, a member of the military service of the United States may be granted the "without family" rate in accordance with regulations. If the spouse in the military draws no rent allowance, the employee may be granted the "with family" rate in accordance with regulations.</p>	<p>D. A unit employee eligible for LQA who is married to, and residing at the post with, a member of the military service of the United States may be granted the "without family" rate in accordance with DoD regulations. If the spouse in the military draws no rent allowance, the employee may be granted the "with family" rate in accordance with DoD regulations.</p>	<p>D. A unit employee eligible for LQA who is married to, and residing at the post with, a member of the military service of the United States may be granted the "without family" rate in accordance with DoD regulations. If the spouse in the military draws no rent allowance, the employee may be granted the "with family" rate in accordance with DoD regulations.</p>
75)	<p>Section 4. A. Employees who own, or are under contract to purchase, a personally owned quarters (POQ) in which LQA monies were/are used, may not be paid quarters allowances under a rental contract if the POQ is within the employees' local commuting area.</p> <p>B. If a unit employee sells his/her POQ for which he/she received LQA for any amount of time, LQA for rental quarters in the same local commuting area will be authorized for a period of 10 (ten) years. The ten (10) year time period begins from the initial LQA payment for POQ. At the end of the 10 (ten) year period, these employees will only be entitled to the utilities portion of LQA.</p>	<p>Section 4. A. Employees who own or are purchasing personally owned quarters (POQ), in which LQA monies were/are used, may not be paid LQA for leased quarters if the POQ is within the employees' local commuting area.</p> <p>B. For employees who receive LQA for POQ for any period of time and remain in the same local commuting area, the rental portion of LQA (monies used toward the purchase of POQ or for leased quarters) shall terminate after ten (10) years. The ten (10) year time period begins from the initial LQA payment for POQ. Only the utility portion of LQA may be paid after that time.</p>	<p>Section 4. A. Employees who own or are purchasing personally owned quarters (POQ), in which LQA monies were/are used, may not be paid LQA for leased quarters if the POQ is within the employees' local commuting area.</p> <p>B. For employees who receive LQA for POQ for any period of time and remain in the same local commuting area, the rental portion of LQA (monies used toward the purchase of POQ or for leased quarters) shall terminate after ten (10) years. The ten (10) year time period begins from the initial LQA payment for POQ. Only the utility portion of LQA may be paid after that time.</p>

	<p>C. Notwithstanding Section 4A, employees who own/owned a POQ in their local commuting area will be granted a one (1) year grace period from the effective date of this Agreement to either: 1) continue to own their POQ and receive LQA in accordance with section 4B, or 2) sell their POQ and receive LQA for rental expenses without the 10 (ten) year limitation in Section 4B. These employees will not be able to purchase an additional POQ with LQA funds in the local commuting area.</p>	<p>C. Employees who received the rental portion of LQA for any amount of time for a POQ, that sell, transfer or exchange their POQ prior to the completion of the ten (10) year LQA period and lease back those same quarters or move into different quarters in the same local commuting area, may only be authorized the rental portion of LQA for up to the remainder of the ten (10) year period. Only the utility portion of LQA may be paid after that time.</p> <p>D. Employees who have received LQA for POQ for ten (10) years from the initial date of POQ purchase in their local commuting area and are currently receiving the rental portion of LQA will be granted a one (1) year grace period of the rental portion of LQA from the effective date of this Agreement. At the end of the one (1) year grace period these employees will only be</p>	<p>C. Employees who received the rental portion of LQA for any amount of time for a POQ, that sell, transfer or exchange their POQ prior to the completion of the ten (10) year LQA period and lease back those same quarters or move into different quarters in the same local commuting area, may only be authorized the rental portion of LQA for up to the remainder of the ten (10) year period. Only the utility portion of LQA may be paid after that time.</p> <p>D. Employees who have received LQA for POQ for ten (10) years from the initial date of POQ purchase in their local commuting area and are currently receiving the rental portion of LQA will be granted a one (1) year grace period of the rental portion of LQA from the effective date of this Agreement. At the end of the one (1) year grace period these employees will only be entitled to the utilities portion of LQA.</p>
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		<p>entitled to the utilities portion of LQA.</p> <p>E. All LQA matters for unit employees not specifically altered by this Agreement shall be brought into conformance with DoD regulations within thirty (30) days after the effective date of this Agreement.</p>	
76)	<p>Section 5.</p> <p>A. All unit employees, otherwise eligible, shall be authorized the maximum weight allowance permitted by law and government-wide regulations for the shipment of household and professional goods during movement under Permanent Change of Station Orders.</p> <p>B. All unit employees, otherwise eligible, shall be authorized the maximum weight allowance permitted by law and government-wide regulations for the shipment of household goods (HHG) and professional goods during movement under Renewal Agreement Travel (RAT) Orders.</p> <p>C. To the extent required by regulations, all bargaining unit employees may, upon reassignment, move their household goods to the new duty station or into storage.</p> <p>D. In accordance with 20 U.S.C. 905, a unit employee must report for service at the beginning of the next school year. If a unit employee does not report at the beginning of the next school year, he/she shall, except for reasons beyond his/her control and acceptable to</p>	<p>Section 5.</p> <p>A. All unit employees, otherwise eligible, shall be authorized the maximum weight allowance permitted by law and government-wide and DoD regulations for the shipment of household and professional goods during movement under Permanent Change of Station Orders.</p> <p>B. All unit employees, otherwise eligible, shall be authorized the maximum weight allowance permitted by law and Government-wide and DoD regulations for the shipment of household goods and professional goods during movement under Renewal Agreement Travel Orders.</p> <p>C. To the extent required by DoD regulations, all bargaining unit employees may, upon reassignment, move their household goods to the new duty station or into storage.</p> <p>D. In accordance with 20 U.S.C. 905, a unit employee must report for service at the beginning of the next school year. If a unit employee does not report at the beginning of the next school year he/she shall, except for reasons beyond his/her</p>	<p>Section 5.</p> <p>A. All unit employees, otherwise eligible, shall be authorized the maximum weight allowance permitted by law and government-wide and DoD regulations for the shipment of household and professional goods during movement under Permanent Change of Station Orders.</p> <p>B. All unit employees, otherwise eligible, shall be authorized the maximum weight allowance permitted by law and Government-wide and DoD regulations for the shipment of household goods and professional goods during movement under Renewal Agreement Travel Orders.</p> <p>C. To the extent required by DoD regulations, all bargaining unit employees may, upon reassignment, move their household goods to the new duty station or into storage.</p> <p>D. In accordance with 20 U.S.C. 905, a unit employee must report for service at the beginning of the next school year. If a unit employee does not report at the beginning of the next school year he/she shall, except for reasons beyond his/her</p>

	<p>the Employer, be obligated to the United States in an amount equal to any quarters allowance or storage which he/she may have received under 20 U.S.C. 905.</p>	<p>control and acceptable to the Employer, be obligated to the United States in an amount equal to any quarters allowance or storage which he/she may have received under 20 U.S.C. 905.</p>	<p>control and acceptable to the Employer, be obligated to the United States in an amount equal to any quarters allowance or storage which he/she may have received under 20 U.S.C. 905.</p>
<p>77)</p>	<p><u>Section 6.</u> As defined in the Department of State Standardized Regulations (DSSR), "Family" means one or more of the following relatives of a unit employee residing at his/her post, or who would normally reside with him/her at the post except for the existence of circumstances warranting the grant of a separate maintenance allowance, but who does not receive from the Government an allowance similar to that granted to the unit employee and who is not deemed to be a dependent of a member of the family of another unit employee for purpose of determining the amount of a similar allowance:</p> <p>A. Spouse, excluding a spouse entitled to and receiving a similar allowance;</p> <p>B. Children who are unmarried and under 21 years of age or, regardless of age, are incapable of self-support. The term shall include, in addition to natural offspring, step and adopted children and those under legal guardianship of the employee or the spouse when such children are expected to be under such legal guardianship at least until they reach 21 years of age and when dependent upon and normally residing with the guardian;</p> <p>C. Parents (including step and legally adoptive parents) of the unit employee or of the spouse, when such parents are at least 51 percent dependent on the employee for support:</p>	<p><u>Section 6.</u> As defined in the Department of State Standardized Regulations, "Family" means one or more of the following relatives of a unit employee residing at his/her post, or who would normally reside with him/her at the post except for the existence of circumstances warranting the grant of a separate maintenance allowance, but who does not receive from the Government an allowance similar to that granted to the unit employee and who is not deemed to be a dependent of a member of the family of another unit employee for purpose of determining the amount of a similar allowance:</p> <p>1. Spouse, excluding a spouse entitled to and receiving a similar allowance;</p> <p>2. Children who are unmarried and under 21 years of age or, regardless of age, are incapable of self-support. The term shall include, in addition to natural offspring, step and adopted children and those under legal guardianship of the employee or the spouse when such children are expected to be under such legal guardianship at least until they reach 21 years of age and when dependent upon and normally residing with the guardian;</p> <p>3. Parents (including step and legally adoptive parents) of the unit employee or of the spouse, when such parents are at least 51 percent dependent on the employee for support:</p>	<p><u>Section 6.</u> PARTIES HAVE REACHED AGREEMENT</p>

	<p>D. Sisters and brothers (including step or adoptive sisters, or step or adoptive brothers) of the unit employee or of the spouse, when such sisters and brothers are at least 51 percent dependent on the employee for support, unmarried and under 21 years of age or, regardless of age, are incapable of self-support;</p> <p>E. When determined by the Head of Agency to be in the interest of the Government, a father, mother, brother, sister, son or daughter, regardless of age or dependency, who acts as the official hostess or equivalent for a unit employee who has no spouse residing with him or her at the post.</p>	<p>4. Sisters and brothers (including step or adoptive sisters, or step or adoptive brothers) of the unit employee or of the spouse, when such sisters and brothers are at least 51 percent dependent on the employee for support, unmarried and under 21 years of age or, regardless of age, are incapable of self-support;</p> <p>5. When determined by the Head of Agency to be in the interest of the Government, a father, mother, brother, sister, son or daughter, regardless of age or dependency, who acts as the official hostess or equivalent for a unit employee who has no spouse residing with him or her at the post.</p>	
	FEA Article 48 –Travel, U-4	DoDEA Article 48 Travel, M-2	Article 48 Travel
78)	<p>Section 1. In the event a unit employee is directed to travel in the performance of assigned duties, the Employer shall arrange all commercial air transportation at Government expense, or the unit employee shall be authorized the option of using his/her privately owned vehicle (POV) and shall be reimbursed for travel costs in accordance with government-wide regulations and DoD Regulations.</p>	<p>Section 1. In the event a unit employee is directed to travel in the performance of assigned duties, the Employer shall arrange all commercial air transportation at Government expense, or the unit employee shall be authorized the option of using his/her privately owned vehicle (POV) and shall be reimbursed for travel costs in accordance with the DoD regulations.</p>	<p>Section 1. In the event a unit employee is directed to travel in the performance of assigned duties, the Employer shall arrange all commercial air transportation at Government expense, or the unit employee shall be authorized the option of using his/her privately owned vehicle (POV) and shall be reimbursed for travel costs in accordance with the DoD regulations.</p>
79)	<p>Section 2. The Employer may provide Government transportation and transient Government facilities for unit 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.</p>	<p>Section 2. The Employer may provide Government transportation and transient Government facilities for unit employee attendance at a meeting of a technical, professional, scientific, or other similar organization for which a unit employee has been authorized by the Employer to attend in a duty status.</p>	<p>Section 2. In accordance with DOD regulations, the Employer may provide Government transportation and transient Government facilities for unit 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.</p>

80)	<p><u>Section 8.</u> During a time when a unit employee requires medical evacuation from his/her duty station in the Association's bargaining unit, the unit employee shall be entitled to transportation at government expense. The unit employee shall be entitled to transportation including, but not limited to, the following options: Med/Evac Aircraft, MAC Aircraft, Charter Aircraft, Military vehicles other than aircraft.</p> <p>When the unit employee has recovered and returns to the duty station in the Association's bargaining unit, the employee shall be entitled to transportation using Space Available (Space A), Category 2, Priority 2 status. The employee shall be entitled to transportation including, but not limited to, the following options: Med/Evac Aircraft, MAC Aircraft.</p> <p>This is in addition to, and not in lieu of other travel entitlement unit employees are entitled to, such as RAT travel.</p>	<p><u>Section 3.</u> During the time when a unit employee requires medical evacuation from his/her duty station, he/she shall be entitled to transportation at government expense only in accordance with DoD regulations.</p>	<p>Section 3. During the time when a unit employee requires medical evacuation from his/her duty station, he/she shall be entitled to transportation at government expense only in accordance with DoD regulations.</p>
81)		<p><u>Section 4.</u> When a unit employee is excused from duty to travel to a point separate from his/her point of work to attend to personal emergencies, said employee shall be authorized travel in accordance with DoD regulations.</p>	<p>Section 4. When a unit employee is excused from duty to travel to a point separate from his/her point of work to attend to personal emergencies, said employee shall be authorized travel in accordance with DoD regulations.</p>
82)	<p><u>Section 4.</u> Unit employees who are eligible for Renewal Agreement Travel (RAT) shall have the option of:</p>	<p><u>Section 5.</u> Unit employees who are eligible for Renewal Agreement Travel (RAT) shall not have the option of</p>	<p>Section 5. Unit employees who are eligible for Renewal Agreement Travel (RAT) shall make his/her own travel arrangements through a Travel Management Company (TMC) service in accordance with regulations.</p>

	<ul style="list-style-type: none"> • Circuitous route travel (unit employee is responsible for making his/her own arrangements and will pay for any and all additional expenses related thereto, if any); • Delays in route on MAC aircraft or MAC Chartered Aircraft (unit employee is responsible for making his/her own arrangements and will pay for any and all additional expenses related thereto, if any); • Traveling on MAC Aircraft, MAC Chartered Aircraft, or Commercial carriers (constructive reimbursement in accordance with appropriate regulations); • Unaccompanied travel for dependents. 	<p>Circuitous route travel and shall make his/her own travel arrangements through a Travel Management Company (TMC) service in accordance with regulations.</p>	
83)	<p><u>Section 5.</u> RAT orders for unit employees will not contain any requirement for employees to use the Commercial Travel Offices (CTO) or any other travel office assigned or designated by the Employer. Employees who do not use the CTO or any other travel office will be reimbursed up to the constructed cost for RAT travel to their home of record, and the employee will be responsible for any and all additional expenses related thereto, if any. Unit employees may use, but shall not be required to use, the Patriot Express or similar contracted flights for RAT travel.</p>		
84)	<p><u>Section 3.</u> Unit employees shall be authorized Renewal Agreement Travel (RAT) during summer recess periods upon completion of their prescribed tour of duty under their transportation agreement. Completion of one hundred seventy-five (175) days in a pay status constitutes a school year for the purposes of RAT.</p>	<p><u>Section 6.</u> Unit employees shall be authorized renewal agreement travel (RAT) during summer recess periods upon completion of their prescribed tour of duty under their transportation agreement. Completion of one hundred seventy-five (175) days in a pay status at the OCONUS assigned duty location constitutes a school year for the purposes of RAT. The 175 day period</p>	<p>Section 6. Unit employees shall be authorized renewal agreement travel (RAT) during summer recess periods upon completion of their prescribed tour of duty under their transportation agreement. Completion of one hundred seventy-five (175) days in a pay status at the OCONUS assigned duty location constitutes a school year for the purposes of RAT. The 175 day period starts when the employee reports to the OCONUS duty location.</p>

		starts when the employee reports to the OCONUS duty location.	
85)	Section 7. Unit employees shall be authorized roundtrip transportation (once each year) at government expense for each dependent (prior to age 23) attending an educational institution for higher learning in the United States, in accordance with the DSSR .	Section 7. Unit employees shall be authorized roundtrip transportation (once each year) at government expense for each dependent (prior to age 23) attending an educational institution for higher learning in the United States, in accordance with the Department of State Standardized Regulations .	PARTIES REACHED AGREEMENT ON AGENCY PROPOSAL
86)	Section 6. In accordance with the applicable regulations, unit employees shall have the option of taking RAT travel to their home of record (HOR) or an alternate destination.	Section 8. Travel authorization will be based upon a unit employee's place of actual residence at the time of assignment to OCONUS permanent duty station (PDS) in accordance with the DoD regulations.	Section 8. In accordance with the DoD regulations, unit employees shall have the option of taking RAT travel to their home of record (HOR) or an alternate destination.
87)		Section 9. A unit employee, not otherwise eligible for Government travel to his or her home of record in the United States at the close of the school year, will pay the commercial rate to travel by regular commercial carrier to his or her home of record at the close of the school year. The Government shall not be responsible for any payment for such travel.	
88)	Section 9. In addition to, and not in lieu of other travel entitlement unit employees are entitled to, such as RAT travel, employees are entitled to travel to, and be excused from, duty to travel from their duty station to attend to personal emergencies (such as, but not limited to, imminent death or the death of relative(s), disability or hospitalization of relative(s), legal proceedings, etc.), the unit employee shall be authorized Space Available (Space A), Category 2.		

	<p>Priority 2 travel through the military transportation systems.</p> <p>When the unit employee returns to the duty station in the Association's bargaining unit, the employee shall be entitled to transportation using Space Available (Space A). Category 2 travel through the military transportation systems. This shall be in addition to, and not in lieu of other travel entitlement unit employees are entitled to, such as RAT travel.</p>		
89)	<p>Section 10. In addition to, and not in lieu of other travel entitlement unit employees are entitled to, such as RAT travel, employees are entitled to travel to attend Employer-approved training during recess periods and shall be authorized Space Available (Space A). Category 2 travel through the military transportation systems.</p> <p>The spouse and/or dependents of the unit employee may use the Space A authority in Section 12 of this Article without being accompanied by the unit employee. The spouse and/or dependents shall retain the Category 2 travel status even if not accompanied by the spouse.</p>	<p>Section 10. Category 2A Space Available Travel may, at the Employer's discretion, be authorized for unit employees, if otherwise eligible, to attend Employer-approved training during recess periods in accordance with DoD Regulations.</p>	
90)	<p>Section 11. All travel matters for unit employees not specifically altered by the Agreement will conform to the requirements of the law, government-wide regulations, and DoD regulations.</p>	<p>Section 11. All travel matters for unit employees not specifically altered by this Agreement will conform to the requirements of DoD regulations.</p>	
	<p>FEA Article 59 - Duration and Successor Agreement, U-1</p>	<p>DoDEA Article 53 Duration and Successor Agreement, M-4</p>	<p>Article XX Duration and Successor Agreement</p>

91)	<p><u>Section 1.</u> This Agreement shall remain in full force and effect for one (1) calendar year from the date of execution. Either party may give written notice to the other not earlier than one hundred and five (105) days or later than sixty (60) days prior to the anniversary date of this Agreement, which is the date the agreement was signed. If neither party serves notice of its intent to renegotiate this Agreement, the Agreement shall be automatically renewed for one (1) year periods.</p>	<p><u>Section 1. Effective Date and Duration.</u> This Agreement shall become effective on the date it is approved by the Agency Head (as provided for in 5 U.S.C. 7114(c)), or (if not approved or disapproved within thirty (30) calendar days from the date of execution) on the thirty-first (31st) day following the date of execution, or as otherwise provided for by law, and shall remain in effect for an initial term of five (5) years following the effective date. This Agreement will be considered executed on the date of signatures by the Parties' designated signatories.</p>	<p>Section 1. Effective Date and Duration. This Agreement shall become effective on the date it is approved by the Agency Head (as provided for in 5 U.S.C. 7114(c)), or (if not approved or disapproved within thirty (30) calendar days from the date of execution) on the thirty-first (31st) day following the date of execution, or as otherwise provided for by law, and shall remain in effect for an initial term of five (5) years following the effective date.</p>
92)		<p><u>Section 2. Renewal.</u> A. Either Party may provide written notice between March 17th and April 30th of the year of expiration of this Agreement of its desire to engage in bargaining a new (successor) agreement. In the event such notice is submitted, the basic terms and conditions of the Agreement shall remain in effect until that bargaining is concluded and new provisions are executed and approved in accordance with 5 U.S.C. § 7114(c).</p>	<p>Section 2. Renewal. Either party may give written notice to the other not earlier than one hundred and five (105) days or later than sixty (60) days prior to the anniversary date of this Agreement, which is the date the agreement was signed. If neither party serves notice of its intent to renegotiate this Agreement, the Agreement shall be automatically renewed for one (1) year periods. However, provisions which conflict with Government-wide law rules, or regulations issued since the Agreement became effective will be terminated upon the anniversary of the Agreement and each one (1) year thereafter.</p>

		<p>B. If neither Party files such written notice, the mandatory subjects of bargaining contained in the expired Agreement shall be automatically renewed in one (1) year increments. The nonmandatory subjects of bargaining contained in the expired Agreement will continue until such time as the Party assigned the privilege withdraws its permission to continue to abide by the non-mandatory subject(s) after notice(s) to the other Party. However, provisions which conflict with Government-wide regulations issued since the Agreement became effective will be terminated upon the anniversary of the Agreement and each one (1) year thereafter. If either Party requests to negotiate a new (successor) agreement, the ground rules established in D below shall apply.</p> <p>C. The Parties may jointly agree to amend provisions of the Agreement through duly executed Memorandums of Agreement.</p> <p>D. The below ground rules shall be used for bargaining a new (successor) agreement—</p>	<p>Groundrules for negotiating the successor to this CBA:</p> <p>The parties will adopt the groundrules used to negotiated this CBA, including the provisions agreed to and the provisions imposed on the parties in FSIP Case No.19001, unless they conflict with the terms of this CBA, they are matters where the Panel did not assert jurisdiction, or the parties mutually agree to negotiate new ground rules upon the reopening of the CBA.</p>
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<p>1. Negotiations or Collective Bargaining: As defined in Title 5 U.S. Code, Chapter 71, negotiations or collective bargaining is the performance of the mutual obligations of the representatives of an agency and the exclusive representative of employees in an appropriate unit in that agency to meet at reasonable times and to consult and bargain in a good faith effort to reach agreement with respect to the conditions of employment affecting such employees and to execute, if requested by either Party, a written document incorporating any collective bargaining agreement reached. The obligation referred to in this paragraph does not compel either Party to agree to a proposal or to make a concession.</p> <p>2. The Negotiated Agreement: In accordance with the current Agreement between the Parties, the mandatory terms and conditions of the Agreement shall remain in effect until that bargaining is concluded and new provisions are executed and approved in accordance with 5 U.S.C. § 7114(c).</p> <p>3. Size of Negotiation Teams: The Parties will determine the size of their respective bargaining teams. DoDEA and the Association will identify a point-of-contact (POC) to answer questions and address administrative or logistical matters by no later than thirty (30) days prior to the first day of the bargaining schedule in Provision 17 below. In the event that either Party must change their designated POC during any part of the negotiations, the other Party must be notified in writing. DoDEA will approve official time for up to six (6) bargaining unit team members to participate in accordance with the specific grants of official time provided in Provisions 12 and 17</p>

below.

The Parties will exchange the names of their respective bargaining teams no later than thirty (30) days prior to the first day of the Provision 17 bargaining schedule.

Neither Party is required to have a specific number of representatives present at any given bargaining session, if one Party has more people present than the other on any given day, this does not require that the other Party have an equal number of representatives present that day.

Each Party may change members of its negotiating team. For bargaining unit employees designated as Association bargaining team members, the Association will give DoDEA's designated POC at least two (2) weeks advance notice to allow for arrangements to be made for substitute teachers by Management and the development of lesson plans by the bargaining unit employee designated to the negotiating team.

4. Observers: Upon prior notice to the other Party, either Party may bring one (1) observer to attend the negotiations at their own expense.

5. Experts: Either Party, at their own expense, may bring a subject matter expert to the negotiations to present on an issue within his/her area of expertise that is being negotiated. The Association may request that a bargaining unit employee who has not been designated as a member of the bargaining team, but is a subject matter expert in an issue being negotiated between

the Parties, be provided with official time, and participate in the negotiations via Video Teleconference (VTC) or other appropriate means, over the subjects that they are an expert in. To limit disruptions to student instruction, not more than one (1) bargaining unit employee expert per DoDEA school district will be released from duty on official time, at any one time. The Association will give DoDEA's designated POC at least two (2) weeks advance notice to allow arrangements for substitute teachers and development of lesson plans.

6. Authority to Negotiate: DoDEA and the Association are authorized to negotiate and reach tentative agreements subject to the ratification of the successor Agreement by the Association's bargaining unit membership as determined by the Association and Management's Agency Head Review, under the authority of 5 U.S.C. 7102 and 7114, and all other applicable laws, rules and regulations.

7. Travel Expenses: Each Party will be responsible for the travel and per diem expenses of its own team members.

8. Government Actions: In the event of a DoDEA shutdown (emergency furlough) that prevents

DoDEA from bargaining, negotiations will be immediately suspended until the normal DoDEA functions are restored, and all time limits and schedules established in these ground rules will be tolled during this period of suspension. For example, if DoDEA shuts down for three (3) days in a week for which bargaining is scheduled, the Parties will simply resume bargaining the next week, if scheduled, after the end of the shutdown and add the number of lost days to the end of the schedule.

In the event that DoDEA budget restrictions prevent face-to-face negotiations, all time limits and schedules will be tolled during this period of suspension. Bargaining will begin or resume no later than three (3) weeks after DoDEA notifies the Association in writing (e.g., email, letter, etc.) that budget restrictions that caused the suspension of bargaining no longer prevent face-to-face negotiations.

9. Official Time for Bargaining Unit Team Members: DoDEA agrees to provide up to six (6) bargaining unit employees of the Association's bargaining team designated under Provision 3 above with official time from their official duties to perform as members of the bargaining team in accordance with these ground rules.

Bargaining unit team members are normally limited to performing not more than 25% official time per fiscal year. Should a bargaining unit team member engaged in negotiations need additional official time, it will be granted and will count toward subsequent fiscal year's limitations.

<p>10. Compensation for Bargaining Unit Team Members: DoDEA agrees to pay the Association's bargaining unit team members who have been released from their official duties by DoDEA their daily rate, only for periods of official time authorized in Provisions 12 and 17 below that occurs during their regular workdays as if they had performed their normal duties, in accordance with applicable salary schedules, laws and regulations.</p> <p>The Parties understand that Association bargaining unit employees on official time authorized by these ground rules are not eligible for compensation in excess of their normal pay. Therefore, they will not receive premium pay, straight time, overtime, holiday pay, or any other pay in addition to their normal pay for their participation in the bargaining process.</p> <p>11. Location: The Parties will alternate between the Mark Center (DoDEA headquarters) and the National Education Association (NEA) headquarters (the Association's offices) on a weekly basis throughout bargaining. When at the NEA, Management will be provided with a private, secure room the use of which shall be restricted to Management bargaining team members, which will be called the "Management caucus room." When at the Mark Center, the Association will be provided with a private, secure room the use of which shall be restricted to the Association's bargaining team members, which will be called the "Association caucus room."</p> <p>12. Preparation Time: The Association is authorized to have up to six (6) bargaining unit</p>
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employees designated by the Association, released from duty on official time for up to ten (10) work days prior to the start of the term bargaining period. The Association will decide how to use these preparation days and it is agreed that they do not need to be used all at one time.

The Association will provide the DoDEA designated POC, at least two (2) weeks advance written notice when it intends to use any of these days for each of its bargaining unit team members to allow for arrangements for substitute replacements and the development of lesson plans. Said notice shall include the names and assigned school of Association bargaining team member(s) who will use preparation time provided under this Provision and the start and end times and dates of the preparation time, that is requested to be used.

13. Exchange of Initial Proposals: Each Party's initial proposals will be exchanged, both in paper copy and in electronic form, no later than thirty (30) days after written notification is provided in Section 2 above.

Initial proposals may be amended, modified, or withdrawn during bargaining. Absent mutual written consent by the Parties, no new proposals may be submitted by either Party after the deadline established in this Provision unless circumstances beyond the control of the Parties exist (e.g., changes required by law, changes to Government-wide regulation).

14. Records, Notes and Transcripts of Session: Electronic and other recording devices are prohibited during the negotiations, but each Party may keep its own notes and records.

15. Rules and Regulations: Upon request, DoDEA will make available copies and/or access available to Association bargaining team members to all governing laws, Executive Orders, rules and regulations for Federal employees and DoDEA unit employees, including but not limited to, applicable DoD and DoDEA regulations, manuals, policy statements, administrative instructions, or similar documents. The Association has the right to copy such documentation as needed.

16. Negotiation Sessions and Times: Each daily negotiation session will begin at 9:00 AM and conclude for the day at 5:00 PM, with a one (1) hour, duty-free lunch period, unless the Parties jointly agree to extend or shorten the bargaining session for that day only. The remainder of the bargaining day not devoted to face-to-face bargaining will be treated as caucus time. The negotiations will take place on Monday, Tuesday, Wednesday, Thursday, and Friday of each week in which bargaining is scheduled to take place, with the weekend just before and the weekend just after the Provision 17 bargaining/mediation period being travel days. This schedule may be jointly modified in the event of holidays, completion of bargaining, or for other reasons that may prevent the Parties from meeting during scheduled bargaining periods.

<p>17. Timelines for Negotiations: Bargaining shall begin within sixty (60) days after written proposals are received by the Agency or the Association. Up to eight (8) weeks of negotiations will occur if, combined, twenty (20) articles or fewer are opened for renegotiation; up to twelve (12) weeks of bargaining will occur if, combined, thirty (30) or fewer articles are opened; up to fifteen (15) weeks of bargaining will occur if thirty-one (31) or more articles are opened. Negotiations shall not exceed a six (6) month period. At the conclusion of this timeframe extensions are permitted by mutual agreement.</p> <p>Six (6) weeks of face-to-face bargaining will begin from the first day of the bargaining period. The Association is authorized to have five (5) bargaining unit negotiation team members, designated by the Association under Provision 3 above, on official time. If the Parties require further negotiations after the initial six (6) weeks, they shall meet to negotiate at a minimum every other week. These additional bargaining sessions may be face-to-face, by teleconference, video teleconference, or other appropriate means.</p> <p>If a complete successor Agreement has not been reached after the conclusion of the above bargaining period, either Party may contact the Federal Mediation and Conciliation Service (FMCS) to secure future dates for mediation services following the completion of the bargaining periods discussed above. However, nothing prohibits either Party from soliciting FMCS assistance during bargaining. In the event mediation is necessary after bargaining concludes, such mediation will not extend for more than</p>

thirty (30) days unless otherwise directed by FMCS.

The Association is authorized to have five (5) bargaining unit negotiation team members, designated by the Association under Provision 3 above, on official time during mediation efforts. The first two (2) weeks of mediation shall be in person. Then any subsequent mediation, if necessary, may be face to face, teleconference, video teleconference, or other appropriate means.

The Parties' designated POC may mutually agree to modify the times and dates established under this Provision. All such changes must be agreed to in writing.

When the word "days" is used anywhere in these ground rules, it shall be interpreted as meaning calendar days, unless otherwise specified.

18. Cancellation of Sessions: Bargaining session cancellations and extensions of timeframes may only occur by written mutual agreement of the Parties. Cancelled sessions will not serve to automatically extend any timeframes established by these ground rules.

19. Word Processing Fonts and Program: The Parties will use Microsoft Word as the only word processor. The Parties will use Times New Roman, font size 12 for proposals and counter proposals for the duration of the negotiations.

20. Caucuses: Either Party may declare a caucus. The Party requesting the caucus will leave the room and go to their caucus room. The caucuses

<p>will be kept short and to a minimum. If any caucus should take more than ten (10) minutes, the caucusing Party will provide the other Party with an estimate of approximately how long they will need to continue caucusing. However, if the caucus exceeds thirty (30) minutes, the Parties will return to bargaining the issue or move to proceed to another item.</p> <p>21. Proposals and Counterproposals: Each Party reserves the right to amend/modify/withdraw their Provision 13 initial proposals, and to make/amend/modify/withdraw counterproposals to all Provision 13 initial proposals (whether theirs or the other Party's) in good faith during the term bargaining process.</p> <p>Subsequent revised proposals and counterproposals will also be provided in paper copy and electronic form. When offering a revised proposal or counterproposal, the Party making the revised proposals or counterproposal will indicate new/changed language through the use of bold-face font, underline or italics. Any language that is deleted from a proposal or counterproposal will use a strike-through. All revised proposals and counterproposals submitted subsequent to the initial exchange of proposals must be marked with which side offered the revised proposal/counterproposal, the date and time the revised proposals/counterproposal was offered, and use a consecutive numbering system to allow the Parties to refer back to the revised proposal/counterproposal by number and Party who offered it. Revised proposals only indicate new/changed language from the previous proposal.</p>
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22. Information Requests: Upon request, Management will provide information requested by the Association that is necessary, normally maintained, and reasonably available for the purposes of bargaining the successor Agreement in response to Association requests.

23. Reaching Agreement: When the Association and DoDEA reach agreement on any section of an Article, each Party will then initial that portion tentatively agreed upon. Then copies of the initialed agreed upon language will be provided to each bargaining team. An Article is not complete until all sections comprising it are tentatively agreed to and the Parties confirm by signing and dating the Article that negotiations on that Article have been completed.

24. Negotiability: If DoDEA declares a proposal/counterproposal, or any part thereof, non-negotiable, DoDEA will provide an explanation as to why the proposal/counterproposal is considered non-negotiable. The Parties will attempt to resolve the negotiability of a proposal/counterproposal, or any part thereof, and both sides may submit laws, rules, Executive Orders, Government-wide regulations, or case law to attempt to resolve this determination of non-negotiability.

If the dispute cannot be resolved after reasonable efforts (e.g., at least two (2) rounds of discussion), either Party may table the matter, and if so, the Parties will continue bargaining on the remaining issues in the interest of efficient and effective bargaining. They may revisit the matter by mutual

agreement. However, if the Association chooses to pursue resolution via an appeal to the FLRA, that matter will be severed from these negotiations and will proceed on a separate track for resolution by the FLRA as provided in the rules and regulations of the FLRA. Concurrently, the remaining matters will continue in the bargaining process through resolution and/or ratification as appropriate.

Within fourteen (14) days of receipt of a determination by the FLRA that a matter proposed for negotiations is within the duty to bargain, either Party may initiate negotiations on the matter, except when either Party indicates its intent to pursue judicial review of the FLRA's decision in accordance with the Statute.

25. Impasse: If the Parties do not reach full agreement through Provision 17, FMCS mediation, either Party may request the assistance of the Federal Service Impasses Panel (FSIP).

26. Ratification: If the Association elects to submit the tentative successor Agreement for ratification, the ratification process shall be completed and the results reported to the DoDEA designated POC by email within fifteen (15) days after reaching tentative agreement on the successor Agreement. If the Association does not notify DoDEA of the results of the ratification process within fifteen (15) days after reaching tentative agreement, the tentative agreement shall

be considered ratified. If the Agreement is ratified or considered ratified, it shall be signed by the Parties within twenty (20) days after reaching tentative agreement on the successor Agreement and thereafter submitted for Agency Head Review.

If the Association notifies DoDEA that the tentative successor Agreement failed ratification, the Parties will enter into and complete all renegotiations within thirty (30) calendar days after non-ratification. If agreement is reached, it will be signed by the Parties within five (5) days and thereafter submitted for Agency Head Review. If agreement is not reached, no later than five (5) days after the close of the renegotiations period, the Parties will either jointly or individually petition the FMCS, FSIP, or FLRA as appropriate to resolve any remaining dispute(s).

27. Agency Head Review: The Agency Head will have thirty (30) days, in accordance with 5 U.S.C. 7114(c), from the date the Parties sign and execute the successor Agreement in which to review the proposed Agreement. In the event that any portion of the Agreement is disapproved through the Agency Head Review process, the Association retains all rights provided by law and may elect to renegotiate or file an appropriate petition with the FLRA.

If bargaining is chosen, the Association must notify the DoDEA designated POC by email within fifteen (15) days after the receipt of the results of the Agency Head Review. The Parties will enter into and complete all renegotiations within forty-five (45) calendar days after

		<p>notification of disapproval through the Agency Head Review process. If complete agreement is reached, it will be signed by the Parties within five (5) days and thereafter submitted for Agency Head Review.</p> <p>If a complete successor Agreement has not been reached within forty-five (45) calendar days after notification of disapproval of Agency Head Review, the FMCS will provide mediation assistance over a seven (7) calendar day period beginning with the first workday after the conclusion of the forty-five (45) calendar day renegotiation period.</p> <p>If the Association elects to pursue any negotiability issues to the FLRA, those will be severed and dealt with in accordance with Provision 24 above.</p> <p>Nothing in the language of this Section impacts the ability of either Party to seek assistance from the FSIP.</p> <p>E. The ground rules in Section D above will become effective or operative as of the day that either Party serves notice on the other of its desire to bargain a new (successor) agreement.</p>	
93)	<p><u>Section 2.</u> The Employer shall arrange for the printing and distribution of a copy of this Agreement in each school in the Association’s bargaining unit. The Employer will provide one paper copy of the Agreement to the FRS at each school, one paper copy to the school Information Center, one paper copy for the school</p>	<p><u>Section 3.</u> An electronic copy of this Agreement will be posted on the DoDEA website.</p> <p>Each Party will be responsible for its own printing costs for printed copies of the Agreement.</p>	<p>Section 3. An electronic copy of this Agreement will be posted on the DoDEA website.</p>

	<p>administrative office, one paper copy for each of the Association's District and Area Representatives, and 60 paper copies upon execution to the Association's National office.</p> <p>In addition, the Employer will place a shortcut on each Employer computer in the Association's bargaining unit, which will link directly to the fully executed text of this Agreement.</p>	
FEA Article 56 School Year, U-3		
94)	<p><u>Section 1. – School Year</u> The school year for unit employees is 186 working days. If the Employer extends the school year beyond 186 working days for any unit employee, including early return/late departure, the employee(s) will be compensated at their daily rate for the 187th and any subsequent days thereafter.</p>	
95)	<p><u>Section 2. –Setting Up/Closing Down Classrooms</u> The Employer shall make reasonable efforts to provide a reasonable amount of time at the start/end of the school year to set up and close down their respective classrooms at the beginning and end of the school year. For bargaining unit employees, a reasonable amount of time to set up classrooms for the start of the school year is approximately two and a half (2.5) days. A reasonable amount of time to close down</p>	

	classrooms for bargaining unit educators is approximately one and a half (1.5) days.		
96)	<p>Section 3. – Early Return/Late Release</p> <p>In order to allow for unit employees to have sufficient time to adjust summer and/or RAT travel plans, the Employer will inform any unit employee who is directed to perform early return/late release no later than one hundred twenty (120) days before the end of the school year</p>		
FEA Article 58 Additional Compensation, U-5			
97)	<p>Section 1. – Work Performed Outside of the Duty Day</p> <p>When the Employer directs a unit educator to perform work outside of the duty day, the Employer shall pay the educator at their hourly rate of pay for the work.</p>		<p>Article 46, 1(C) In addition to the workday, in order to provide the highest quality educational programs practicable, unit employees will be required to be on-site outside those hours at times designated by the Employer to participate in, for example, Open House, parent- teacher conferences, public performances by students of plays, concerts, athletic events, other extra- curricular activities, etc. Administrators should normally provide as much advanced notice as possible of the events scheduled.</p>

	<p>The hourly rate is determined as follows for each unit educator. The unit educator's annual pay is divided by 186, which provides the daily rate. The daily rate is then divided by seven (7), which provides the unit educator's hourly rate of pay.</p>	
98)	<p><u>Section 2.</u> – Procedures for work performed outside of the duty day</p> <p>The Employer may assign work outside of the duty day to unit employee(s) in accordance with the following procedures, for which compensation will be provided in accordance with Section 1 above. Work outside of the duty day encompasses any Employer directed staff meetings, back-to-school nights, committee meetings, required data entry, collaboration, and similar educationally-related assignments of duty. However, the Employer can require unit employees to attend one faculty meeting each calendar month for no more than one (1) hour, as well as Open House, without any additional compensation. The Employer will provide the school FRS with at least three (3) days advance written notice of the intent to assign work to a unit educator, a group of unit educators or the entire staff. The written notice to the FRS will specify who will perform the work, how long the work is expected to take, exactly what duties the educator(s) will perform, where the work</p>	

	<p>will be performed and whether the educator(s) will perform the work with students, parents or other staff.</p> <p>The Employer may elect to allow volunteers to perform these assigned duties in place of the unit educator(s) assigned to perform the work. However, the request must be voluntary and the volunteer must be approved to perform the work in place of the unit employee originally assigned the duty prior to the work being performed.</p>	
99)	<p><u>Section 4.</u></p> <p>The Employer will provide the Association at the National level with notice of the budget it has for any monetary awards during the fiscal year. The Employer will indicate whether the budget has increased, decreased or remained the same from the prior fiscal year.</p> <p>The Employer will also provide the Association at the National level with a list of all monetary awards that were proposed for unit employees in the fiscal year, but were not awarded, together with an explanation of why the award was denied.</p>	